



ANKENY CITY COUNCIL

Regular Meeting

Monday, January 3, 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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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:**

Mark Holm - Mayor
Joe Ruddy- Council Member
Kelly Whiting - Council Member
Bobbi Bentz - Mayor Pro tempore

2. Proclamation: Martin Luther King Jr. Day, January 17, 2022

A. **PUBLIC FORUM: none**

B. **APPROVAL OF AGENDA:**

1. Approval of the January 3, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the January 3, 2022 agenda, with/without amendment.

C. **PUBLIC HEARING(S):**

1. PH 2022-01 Proposed amendment to 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# C1-1. Consider motion to close Public Hearing 2022-01.

2. PH 2022-02 A proposed amendment to 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 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.

Action# C2-1. Consider motion to close Public Hearing 2022-02.

3. PH 2022-03 Proposed SE Crosswinds Drive RISE - Phase 2

Action# C3-1. Consider motion to close Public Hearing 2022-03.

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 December 20, 2021, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of December 7, 2021.

• **Licenses and Permits**

CA - 3 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

• **Finance/Budget**

- CA - 4** Consider motion to approve 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.
- CA - 5** Consider motion to approve 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.
- CA - 6** Consider motion to approve 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.
- CA - 7** Consider motion to approve 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.
- CA - 8** Consider motion to approve 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.
- CA - 9** Consider motion to approve Payment #15 in the amount of \$26,208.77 to Graphite Construction Group for construction services on the Ankeny Senior Community Center project.
- CA - 10** Consider motion to approve Payment #16 in the amount of \$23,652.17 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
- CA - 11** Consider motion to approve 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.
- CA - 12** Consider motion to approve Payment #7 in the amount of \$6,417.70 to Olsson, Inc., for inventory services on the Fiber Network Data Conversion project.
- CA - 13** Consider motion to approve Payment #19 in the amount of \$3,003.33 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
- CA - 14** Consider motion to approve 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.
- CA - 15** Consider motion to approve 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.
- CA - 16** Consider motion to approve Payment #13 in the amount of \$4,001.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 17** Consider motion to approve 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.
- CA - 18** Consider motion to approve 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.
- CA - 19** Consider motion to approve Payment #14 in the amount of \$1,736.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.

- CA - 20** Consider motion to approve 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.
- CA - 21** Consider motion to approve 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.
- CA - 22** Consider motion to approve 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.
- CA - 23** Consider motion to approve the January 3, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)
- CA - 24** Consider motion to receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2021.
- CA - 25** Consider motion to adopt **RESOLUTION** related to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.
- CA - 26** Consider motion to adopt **RESOLUTION** naming authorized bank signers for the City of Ankeny.
- CA - 27** Consider motion to approve the bid from Central Iowa Fencing for the installation of a security fence and gates at the Ankeny Police Department.
- CA - 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.

- **Personnel Items - none**
- **Community Development Items**

- CA - 29** Consider motion to adopt **RESOLUTION** accepting Public Utility Easements associated with the development of Grove Landing Plat 1.
- CA - 30** Consider motion to adopt **RESOLUTION** 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 Items**

- CA - 31** Consider motion to adopt **RESOLUTION** accepting a proposal from Redbud LLC in the amount of \$27,195.00 for the construction of the 2022 Native Vegetation Maintenance project.
- CA - 32** Consider motion to adopt **RESOLUTION** accepting public improvements to Dewey - SE Delaware Entrance (Turn Lane Addition) for paving.
- CA - 33** Consider motion to adopt a **RESOLUTION** authorizing the City of Ankeny to submit an application 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.
- CA - 34** Consider motion to approve the **RESOLUTION** authorizing the City of Ankeny to submit an application 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**

- CA - 35** **High Trestle Trail Trailhead and Parking Lot Project:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** 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**

- CA - 36** Consider a motion approving a Recycling Agreement between Metro Waste Authority and the City of Ankeny.
- CA - 37** Consider motion to adopt **RESOLUTION** approving the City of Ankeny's membership in the Mid-Iowa Planning Alliance for Community Development.

- **Approval of Consent Agenda Items**

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

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

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **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 second consideration of ORDINANCE 2074.

2. Ord 2090 An Ordinance vacating a Public Sanitary Sewer Easement associated with Outlot X, Vintage Business Park at Prairie Trail Plat 7.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2090, sending it on its final passage and publication as required by law.

Action# H2-2. Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to DRA Properties, LC.

3. Ord 2091 An Ordinance amending Chapter 3, Voting Precincts, of the Municipal Code of the City of Ankeny, Iowa.

Action# H3-1. Consider motion to accept second consideration or ORDINANCE 2091.

Action# H3-2. Consider motion to accept request to suspend the rule that all ordinances

must be considered on three different days and accept third consideration of ORDINANCE 2091, sending it on its final passage and publication as required by law.

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

Action# H4-1.

Consider motion to accept second consideration of ORDINANCE 2092.

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)

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2093.

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)

Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2094.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed SE Crosswinds Drive RISE - Phase 2 (PH 2022-03)

Action# J1-1. Consider motion to adopt 1) RESOLUTION 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 making award of construction contract with Sternquist Construction in the amount of \$2,500,025.00; and 4) adopt RESOLUTION approving contract and bonds with Sternquist Construction in the amount of \$2,500,025.00.

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.

Action# J2-1. Consider motion to adopt RESOLUTION rescinding Resolution No. 2021-070, authorizing the rebidding process for the NW 36th Street and NW Weigel Drive Water Main project.

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.

Action# J3-1. Consider motion to approve RESOLUTION setting a special election for a city council member to fill a vacant unexpired term.

Action# J3-2. Consider motion to approve RESOLUTION 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.

4. City of Ankeny's 2022 State Legislative Priorities

Action# J4-1. Consider motion to adopt RESOLUTION establishing the City of Ankeny's 2022 State Legislative Priorities.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

City Council Members:

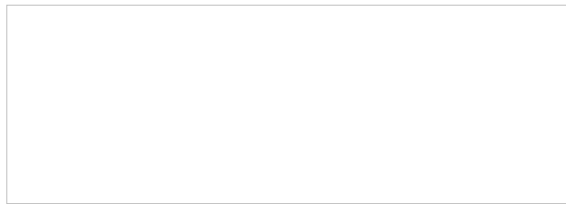
Council Member Bentz
Council Member Perry
Council Member Ruddy
Council Member Whiting

- **Future Council Agenda Items:**

- ***Public Hearing - ASR #3 - Well Construction - 1/18/22 @ 5:30 p.m.***
- ***Public Hearing - SE 3rd St Utility Imp - Phase 1 - 1/18/22 @ 5:30 p.m.***
- ***Public Hearing - NW 36th St Widening - NW Ash Dr to N. Ankeny Blvd. - 1/18/22 @ 5:30 p.m.***
- ***Staff Budget Presentations - 1/21/22 @ 8:00 a.m.***
- ***Regular City Council Meeting - 2/7/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Proclamation: Martin Luther King Jr. Day, January 17, 2022

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Proclamation - MLK](#)

Proclamation
Martin Luther King Jr. Day
January 17, 2022

Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union.

Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities. We are forever indebted to him for his meaningful contributions and therefore it is proper and fitting to highlight the life of a man who has had such a profound impact on changing an entire nation.

Whereas, Dr. King, a leader in the American civil rights movement of the 1960's, fought for racial and economic justice and is applauded for the nonviolent approach to civil disobedience.

The King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service. The Universal Declaration of Human Rights empowers us all. The principles enshrined in the Declaration are as relevant today as they were in 1948. Since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday and serving on the King Holiday is an appropriate way to honor Dr. King, by meeting local and national needs, bringing our citizens together, and strengthen our communities and nation.

The King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year. Each of us can and must contribute to making our communities better with increased opportunity for all our citizens.

Whereas, The citizens of Ankeny, Iowa have the opportunity to participate in events throughout our City on the King Day of Service, January 17, 2022, as well as create and implement community service projects where they identify the need.

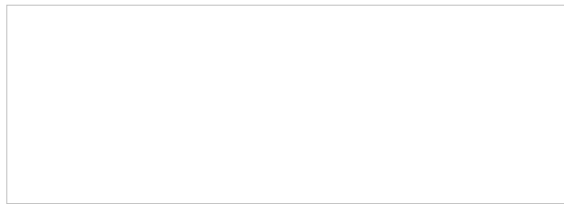
NOW, THEREFORE, I, Mark Holm, Mayor of the City of Ankeny, Iowa, do hereby proclaim

Martin Luther King Jr. Day 2022

as a Day of Service in Ankeny, and call upon the people of the community to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

Signed this 3rd day of January, 2022.

Mark Holm, Mayor



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-01: Proposed amendment to 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:

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 twinhome 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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval of the request by Lemar Kothe and Stubbs Development, to amend the Canyon Landing PUD, Planned Unit Development, at their meeting on December 7, 2021.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on November 16, 2021.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-01.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Aerial Map
 Applicant Letter
 Zoning Map
 Future Land Use Map
 Rezoning Exhibit
 PUD Book



PUBLIC HEARING 2022-01

5:30 P.M.

JANUARY 3, 2022

**PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY STUBBS
DEVELOPMENT AND LEMAR KOETHE**

Mayor:

This is the time and place for a public hearing on the matter of the 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

FROM: its current PUD, Planned Unit Development

TO: PUD, Planned Unit Development

Layman's Description – approximately 155 acres (+/-) of land at the southwest corner of NE 18th Street and NE 38th Street.

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.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2022-01.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, 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**

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 16, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the November 16, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #5. Request to amend a portion of the Canyon Landing PUD, Planned Unit Development, for property owned by Stubbs Development and Lemar Koethe

J.Heil reported Stubbs Development and Lemar Koethe are proposing an amendment to portions of the Canyon Landing PUD. He said the subject property is approximately 155 acres located in the northeast quadrant of Ankeny, generally located west of NE 38th Street and south of NE 18th Street. He noted the current zoning for the properties that surround this site and shared that the Ankeny comprehensive plan, indicates the subject area as Low Density with a section of Medium Density at the intersection of NE 18th Street and NE 38th Street. J.Heil stated the proposed amendment request is to add additional single-family residential along NE Deerfield Drive, which was previously townhomes and adding a new twinhome land use directly south of the Canyon Landing Plat 1. He said the proposed amendments to the PUD would not dramatically change the low density to medium density ratio, with the majority of the PUD remaining low density or single-family residential. J.Heil detailed the concept plan for this PUD, noting that it is split into six different land uses. J.Heil presented the originally approved PUD concept plan along-side the proposed amended PUD concept plan; explaining that one of the proposed accesses along NE 38th Street has been removed and there will only be two accesses to NE 38th Street. He said the primary north and south access would still be NE Deerfield Drive, with the primary west access being NE 12th Street. J.Heil explained that the developer has extended sanitary sewer and water main to this area and said that the property generally drains to the west towards Deer Creek. He noted that they have identified detention pond areas to handle the flow of stormwater out of the PUD. He stated the developer has submitted the required rezoning petitions, notifications of the public hearing were sent to the surrounding property owners within 250' of the property, a legal notice of the proposed rezoning was published in the Des Moines Register and public notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on December 7, 2021.

T.Flack asked staff whether there are any residents to the east that would be affected by these changes. J.Heil shared that there is one farm to the east. T.Rapp asked if there were any anticipated infrastructure changes. J.Heil said a traffic memo will be required for the townhome area, which may result in a turn lane on NE 18th Street.

The applicant or representative were not in attendance at the meeting.

Jim Kahnk, 3430 NE 102nd Avenue, Ankeny said he lives just north of this property. He inquired as to the plan for water detention and water runoff. He said that over the past four weeks, there has been one to two-inch rains over 6 to 12-hour periods of time that filled the culvert in front of their home two-thirds full. The runoff from the PUD flows to the north onto their property and then into the Deer Creek system. Jim Kahnk said that streets are currently being constructed and there is no retention for the project or no soil erosion control, except where the sewer line was installed. He commented that if there is not significant water retention to hold back some of the water, they will experience quite a bit of flooding on his side of the road. He asked whether there should be some type of hydrological study done to determine how to handle the runoff.

T.Rapp shared that staff will address his concerns at the December 7, 2021 Plan and Zoning Commission meeting.

Evan Parker, 817 NE Meadow Landing Drive, Ankeny asked if there will be access to the park or pond for this development, as he did not see any access noted on the plan. T.Flack responded that those details are not determined at this stage of the planning process. E.Jensen responded that there will be access to the park land area.

Motion by A.Renaud to close the public hearing, and receive and file documents. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

T.Flack stated that the Commission will act on this item at the December 7, 2021 Plan and Zoning Commission meeting and City staff will address the questions raised in their staff report.

Plan & Zoning Commission Meeting

Tuesday, December 7, 2021

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

CALL TO ORDER

Chair T.Flack called the December 7, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #3. Request to amend a portion of the Canyon Landing PUD, Planned Unit Development, for property owned by Stubbs Development and Lemar Koethe

J.Heil reported Stubbs Development and Lemar Koethe are proposing an amendment to portions of the Canyon Landing PUD. He said the subject property is approximately 155 acres located in the northeast quadrant of Ankeny, generally located west of NE 38th Street and south of NE 18th Street. He noted the current zoning for the properties that surround this site and shared that the Ankeny comprehensive plan, indicates the subject area as Low Density with a section of Medium Density at the intersection of NE 18th Street and NE 38th Street. J.Heil stated the proposed amendment request is to add additional single-family residential along NE Deerfield Drive, as well as, adding a new twinhome designation. He presented the amended concept plan. He shared that overall, the bulk regulations do not change besides allowing biattached housing within the twinhome designation. He said the proposed amendments to the PUD would not dramatically change the low density to medium density ratio, with the majority of the PUD remaining low density or single-family residential. J.Heil said that one of the proposed accesses along NE 38th Street has been removed and there will only be two accesses to NE 38th Street. He said the primary north and south access would still be NE Deerfield Drive, with the primary west access being NE 12th Street. J.Heil noted that there were a few questions from citizens at the public hearing regarding stormwater management and access to the proposed parkland. He presented the preliminary plat and provided information on the intended stormwater flow within the PUD. He further shared the future park access is proposed to be located along future NE Deerfield Drive; and the amenities and features will be decided at a later date by the City of Ankeny Parks Department. J.Heil said there also was communication from John & Linda Jensen and Jensen Farms confirming that staff would continue to be in contact with the developer concerning the drainage tile that is running from Mr. Koethe's property underneath NE 38th Street to the east. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the request by Stubbs Development and Lemar Koethe to amend the Canyon Landing PUD, Planned Unit Development. He asked the Commission if they had any questions.

T.Rapp shared that Mr. Kahnk's concern was if the stormwater management is completed incrementally, are the Kahnks going to have issues on their property from not having the full stormwater management plan built at the same time. J.Heil responded that currently there is a temporary basin in place. As the developer progresses with the project, the engineers will continue to review the plans to make sure additional stormwater management is in

place. T.Rapp said that the creek currently flows north, and noted that the preliminary plat shows that it still flows the same direction. J.Heil explained that three of the detention ponds will flow to the north but with the preliminary stormwater plan that was submitted to staff, the flow is predicted to be less than what it is currently and that would be due to the ponds.

T.Rapp asked if the traffic impact study has been completed. J.Heil said it is currently being worked on and will be available with the preliminary plat.

Branden Stubbs, Stubbs Engineering, 431 NE 72nd Street, Pleasant Hill, Iowa said they are currently grading everything east of Deerfield along with grading out the three basins. He confirmed that everything east of Deerfield will drain into those three basins. T.Rapp asked if they will be stabilizing the basins. Brandon Stubbs stated, yes.

There were no further comments or questions from the Commission.

Motion by T.Rapp to recommend City Council approval of the request by Stubbs Development and Lemar Koethe to amend the Canyon Landing PUD, Planned Unit Development. Second by T.Ripper. All voted aye. Motion carried 6 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: December 7, 2021

Agenda Item: Canyon Landing PUD Amendment-Action

Report Date: December 2, 2021

Prepared By: Jake Heil
Associate Planner

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the request by Stubbs Development and Lemar Koethe to amend the Canyon Landing PUD, Planned Unit Development.

Project Report

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 twinhome 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.

The proposed PUD Concept Plan divides the subject property into six different areas: 70' + Lots, 60' + Lots, 50' + Lots, twinhomes, townhomes and parkland. The current townhome area west of NE Deerfield Dr is proposed to be reduced, to allow for a section of 50' + Lots along NE Deerfield Dr. The other proposed amendment is the new twinhome land use designation, which is similar to the 50' and 60' + Lots but would allow bi-attached housing, the proposed bulk regulations are as follows:

- Minimum Lot Area:
 - i. One-Family detached dwelling – 6,500 SF
 - ii. One-Family attached dwelling – 4,000 SF
 - iii. Two-Family attached dwelling- 8,000 SF
- Minimum Lot Width:
 - i. One-Family detached dwelling – 50 Feet
 - ii. One-Family attached dwelling – 31 Feet
 - iii. Two-Family attached dwelling – 62 Feet
- Minimum Yard Requirements:
 - i. Front -25 Feet
 - ii. Side – 5 Feet
 - iii. Rear – 35 Feet
- R-2 Zoning Regulations shall apply to any items not covered within this PUD.

The proposed twinhomes designations would replace what is currently designated as 50' and 60' + lots. Overall, the bulk regulations do not really change, besides allowing bi-attached housing within the twinhome designation. Overall, with these two amendments Canyon Landing would still remain predominantly single-family residential.

Overall the changes would mean one of the proposed accesses along NE 38th Street is removed, meaning only NE 16th St and NE 12th St are the only accesses to NE 38th St. The primary north and south access would still be NE Deerfield Dr, with the primary west access being NE 12th St. With the development of Canyon Landing Plat 1, the developer has extended sanitary sewer main east along NE 18th St and then south along NE Deerfield Dr. Water main was extended north along NE 38th St to NE 16th St. The developer will use the preliminary plat to address specifics on other street layouts, stormwater and utilities. Canyon Landing generally drains to the west towards Deer Creek. The PUD would use the identified areas for detention ponds to help handle the flow of stormwater out of the PUD.

The developer has submitted the required rezoning petitions consisting of 100% of the land area subject to the rezoning, exceeding the minimum requirement of 50% of the land area subject to the rezoning; as well as 60.5% the signatures of the owners of at least 60% of the land within 250' of the subject property. Notifications of the public hearing were sent to the surrounding property owners within 250' of the property on November 3, 2021; and a legal notice of the proposed rezoning was published on November 5, 2021. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage on the property to inform the public of the proposed change, as well as the time and place of the public hearing. The applicant posted the signage by Tuesday, November 9, 2021, providing the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing:

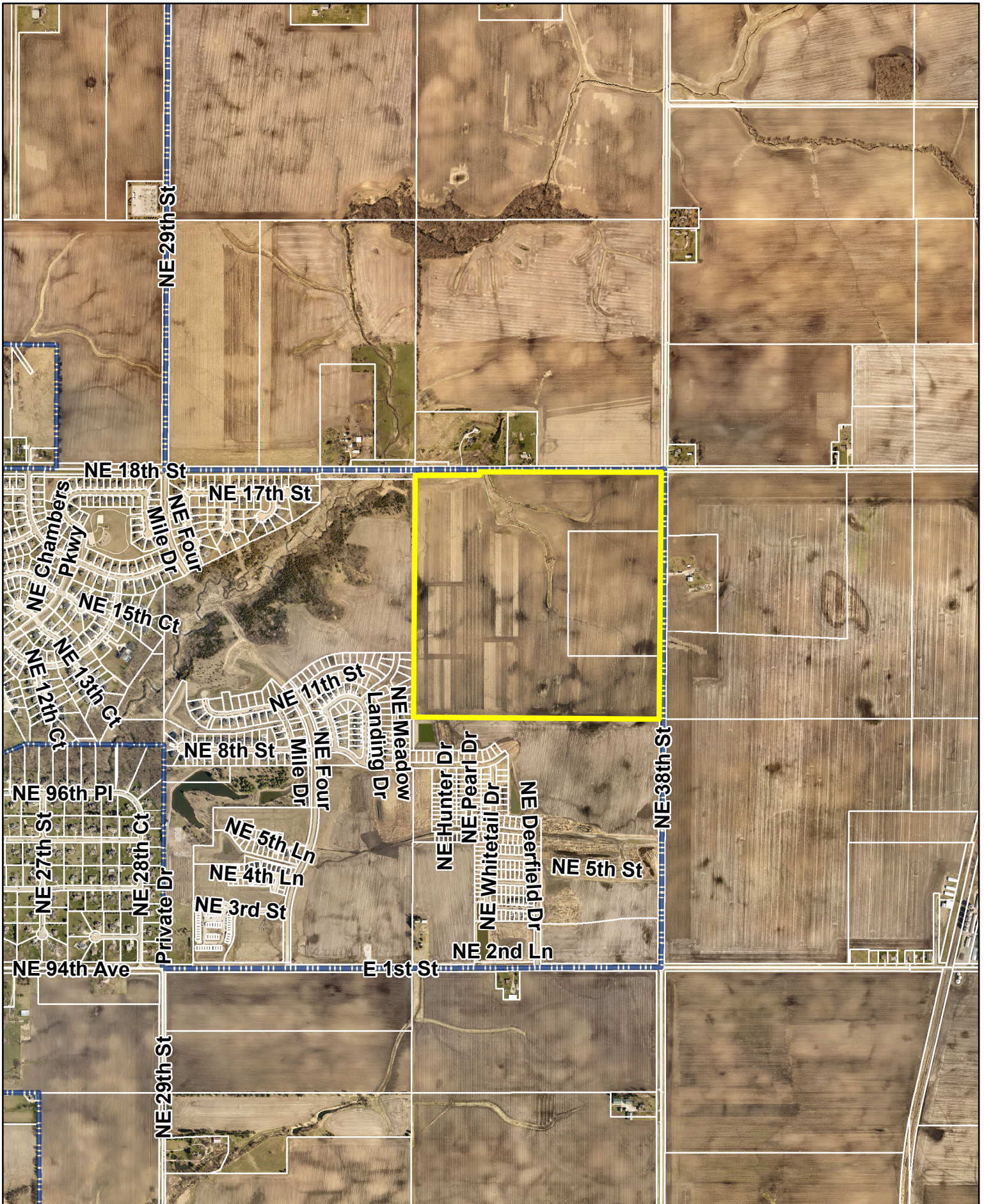
The Plan and Zoning Commission held a public hearing on the proposed rezoning of November 16, 2021. During the public hearing there were a few questions/comments from the public and the Commission didn't have any questions concerning the proposed rezoning. A complete recap of the discussions and questions can be found in the minutes from the meeting.

A couple of questions that were brought up by James Kahnk, of 3430 NE 102nd Ave, on stormwater management of the PUD and the concern of standing water on his property. There would be a series of stormwater detention areas provided throughout the development. As the preliminary plat and construction plans move forward in the development process, there would be more details regarding stormwater and detention.

Currently, Canyon Landing Plat 1 has a temporary basin to handle stormwater. The proposed plans show that the stormwater flow from Canyon Landing will not be directed to the north side of NE 18th St. Instead, the flow will be directed to Deer Creek on the south side of NE 18th St. Detention basins will be installed that will restrict the flow of the small creek to the developed land to be the same or less than the pre-developed condition. The detention requirements are in place as a safeguard against concerns of additional storm water runoff.

Another question was raised by Evan Parker, of 817 NE Meadow Landing Dr, about the proposed parkland and future access to the parkland. The proposed concept of the Canyon Landing PUD shows that a total of 14.29 acres of parkland will be dedicated to the City of Ankeny. The future park access is proposed to be located along future NE Deerfield Drive. Park amenities and features will be decided at a later date by the City of Ankeny Parks Department.

Staff did receive and responded to an email from John & Linda Jensen and Jensen Farms; asking what the changes had been made to the PUD and to still be in contact with the developer concerning the drainage tile that is running from Mr. Koethe's property underneath NE 38th St to the east.





November 10, 2021

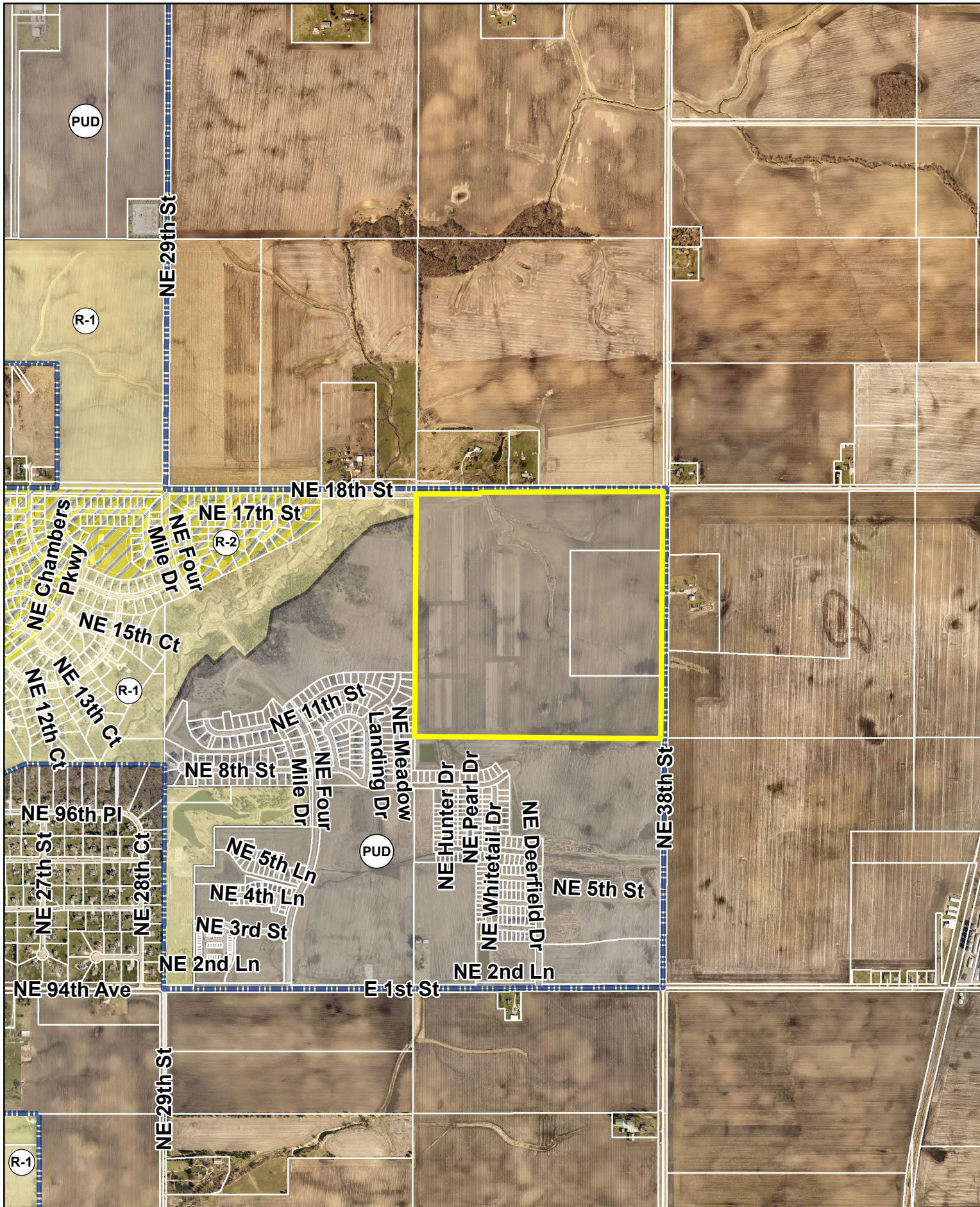
City of Ankeny
310 W 1st Street
Ankeny, IA 50023

To Whom It May Concern:

Stubbs Development would like to formally request the Plan and Zoning Commission and City Council approve the PUD amendment submitted to the City of Ankeny regarding Canyon Landing located southwest of the corner of NE 18th Street and NE 38th ST.

Sincerely,

Dave Stubbs
President
Stubbs Development



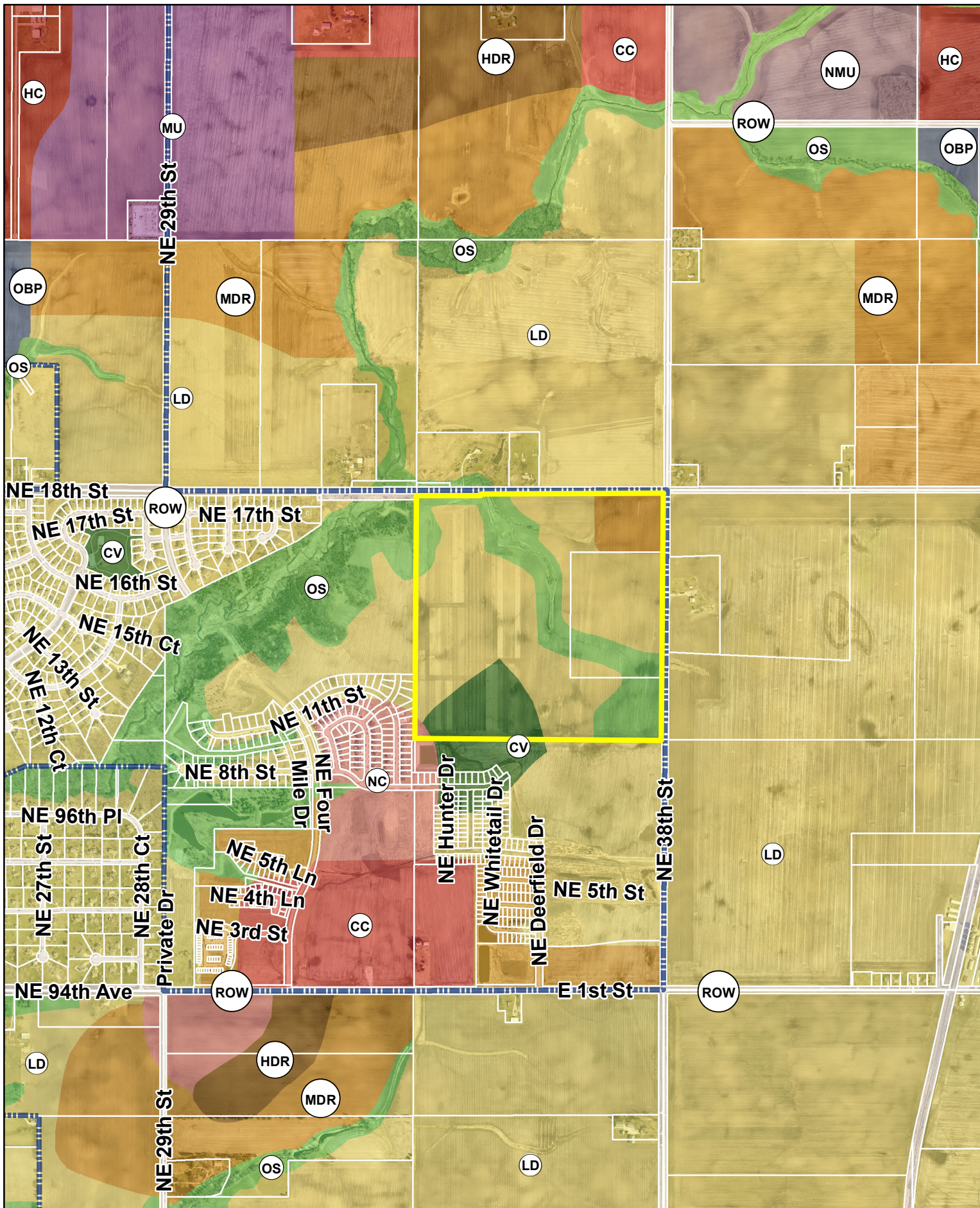
1 inch = 1,300 feet

Date: 11/11/2021

Canyon Landing PUD Amendment

Zoning Map





1 inch = 1,300 feet

Date: 11/11/2021

Canyon Landing PUD Amendment Future Land Use Map





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 67.28 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) 979-8493
EMAIL: BRANDEN@STUBBS3.COM

OWNER:

LEWIS KOETHE
4003 DOUGLAS AVE
DES MOINES, IA 50322-3313

STUBBS DEVELOPMENT
1236 34TH ST SE
ALTOONA, IA 50009
CONTACT: DAVE STUBBS
PHONE: (515) 979-5993

DEVELOPER:

STUBBS DEVELOPMENT
1236 34TH ST SE
ALTOONA, IA 50009
CONTACT: DAVE STUBBS
PHONE: (515) 979-5993

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 LAIME	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 - 0498



REZONING MAP

DATE: 10-06-21
DRAWN BY: YI
ENGINEER: BWS
PROJECT NUMBER: 19-144
PAGE NUMBER: 1

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: December 7, 2021
Ayes: 6 Nays: 0 Abstain: 1 Absent: 0
APPROVED
T. Flack Chairperson
B. Loughrey Secretary

CANYON LANDING

PLANNED UNIT DEVELOPMENT

CITY OF ANKENY

NOVEMBER 5, 2021

VICINITY MAP:



ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>December 7, 2021</u>
Ayes	<u>6</u>
Nays	<u>0</u>
Abstain	<u>0</u>
Absent	<u>0</u>
APPROVED	
<u>T. Flack</u>	Chairperson
<u>B. Stephens</u>	Secretary

STUBBS ENGINEERING

431 NE 72ND ST, PLEASANT HILL, IA 50327

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PARKLAND DEDICATION CALCULATION

SECTION 1

PROJECT PLAN

CANYON LANDING – ANKENY

PROJECT OVERVIEW

Canyon Landing PUD is an 155.01-acre Planned Unit Development (PUD) proposing a variety of single-family residential product types and sizes, as well as, multi-family residential. The property is located at the southwest corner of NE 38th Street and NE 102nd Ave (NE 18th Street).

The property was annexed into the incorporated city limits of Ankeny. The property currently holds the standard R-1 (One-Family Residence District) zoning classification. The City of Ankeny Comprehensive Plan, adopted in 2018, establishes the community's vision for future land use. The future land use map shows both low density and medium density residential land use on the property.

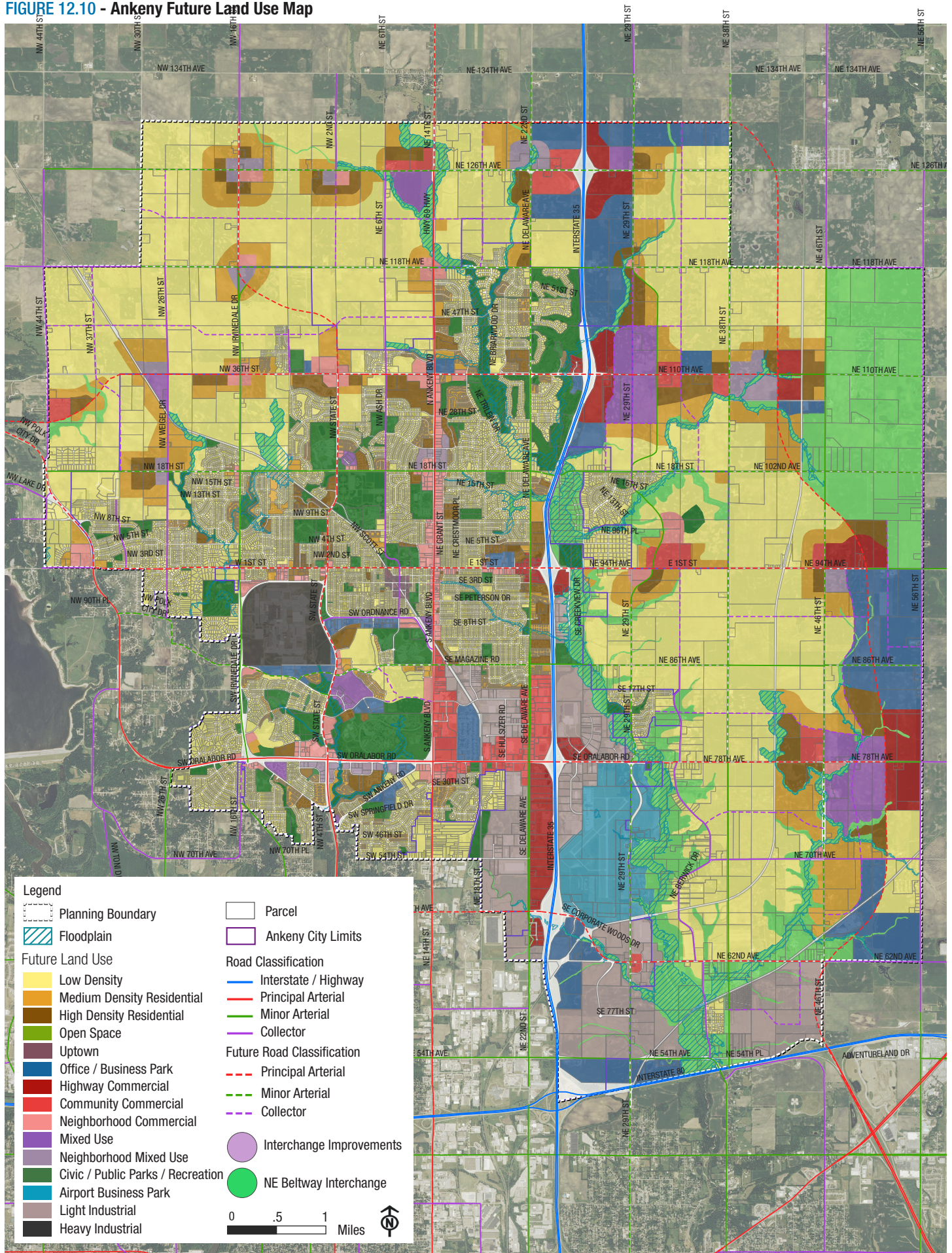
Canyon Landing PUD abuts land under the established "Deer Creek PUD." The proposed Canyon Landing PUD would complement said existing PUD in character. Some of the similar features include: smaller ponds for storm water management, landscaping, entry-feature, and interconnecting pedestrian walkways throughout the development. The proposed Canyon Landing PUD will also include: medium ponds and a large pond for storm water management, street lighting features, streetscaping, and neighborhood signage will also be explored and implemented if feasible to enhance curb-appeal and promote a neighborhood/community setting.

Single-family residential lots and homes will vary in size, floor plans, and front elevations to offer numerous product types and meet current demand from the marketplace while maintaining a consistent theme throughout the development. The average lot size will be 7500+ SF. Multi-family residential area will also follow the development theme while it may vary with the market. There will be landscape screening on the multi-family residential area to create a visual buffer between it and the single-family residential area.

This proposed PUD establishes bulk regulation and provides supporting evidence for the development. The Conceptual Master Plan illustrates the proposed land use areas. The lots are color coordinated with the proposed land use shown in the legend. These can be cross referenced with the bulk regulations. The Conceptual Master Plan also shows the areas of the established Deer Creek Planned Unit Development. These areas show how the proposed Canyon Landing PUD complements the existing PUD. Flexibility has been incorporated into this PUD and is an integral piece of the planning and development of the proposed PUD.

A preliminary plat will be prepared and reviewed by the City of Ankeny for the development of Canyon Landing PUD. The preliminary plat will further address street layout, lot layout, utilities, and storm water calculations.

FIGURE 12.10 - Ankeny Future Land Use Map



VICINITY MAP:



PROPOSED PLANNED UNIT DEVELOPMENT:

- 70'+ LOTS
- 60'+ LOTS
- 50'+ LOTS
- TOWNHOMES
- PARKLAND
- TWINHOMES

EXISTING DEER CREEK PLANNED UNIT DEVELOPMENT:

- PARCEL B: SINGLE-FAMILY RESIDENTIAL (80'+ LOTS)
- PARCEL D: SINGLE - FAMILY RESIDENTIAL (70'+ LOTS)
- PARCELS F & G: SINGLE - FAMILY RESIDENTIAL (70'+ LOTS)
ALTERNATE: SINGLE-FAMILY RESIDENTIAL (60'+ LOTS)
- PARCEL H2: MEDIUM DENSITY RESIDENTIAL - TOWNHOMES
ALTERNATES: SINGLE-FAMILY & BI-ATTACHED RESIDENTIAL (50'+ LOTS)
SINGLE-FAMILY RESIDENTIAL (60'+ LOTS)

PUBLIC SCHOOL/PARK

PLANNED UNIT DEVELOPMENT
ANKENY, IA

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979 - 8499



CONCEPTUAL MASTER PLAN

DATE: 11-05-21
DRAWN BY: DJS
ENGINEER: BWS
PROJECT NUMBER: 19-144
PAGE NUMBER:

CANYON LANDING – ANKENY

LAND USE SUMMARY

CITY OF ANKENY LAND USE MAP - APRIL 2, 2018

- 20% MEDIUM DENSITY RESIDENTIAL
- 80% LOW DENSITY

CONCEPTUAL MASTER PLAN - OCTOBER 22, 2021

- 12% SINGLE-FAMILY RESIDENTIAL (70'+ LOTS)
- 16% SINGLE-FAMILY RESIDENTIAL (60'+ LOTS)
- 37% SINGLE-FAMILY RESIDENTIAL (50'+ LOTS)
- 15% MULTI-FAMILY RESIDENTIAL (TOWNHOMES)
- 10% TWINHOMES
- 9% PARKLAND

CANYON LANDING – ANKENY

PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

SINGLE-FAMILY RESIDENTIAL (70'+ LOTS)

- A. Detached residential homes with minimum two-car attached or detached garages
- B. Minimum Lot Width at front yard setback - 70 feet
- C. Minimum Lot Area – 9,100 s.f.
- D. Minimum Yard Requirements:
 - i. Front – 25 feet
 - ii. Rear – 30 feet
 - iii. Side - 10 feet total (min. 5' one side)
- E. Screening Required: None
- F. R-1 Zoning Regulations shall apply to any items not covered within this PUD

SINGLE-FAMILY RESIDENTIAL (60'+ LOTS)

- A. Detached residential homes with minimum two-car attached or detached garages
- B. Minimum Lot Width at front yard setback - 60 feet
- C. Minimum Lot Area - 7,800 s.f.
- D. Minimum Yard Requirements:
 - i. Front – 25 feet
 - ii. Rear – 30 feet
 - iii. Side - 10 feet total (min. 5' one side)
- E. Screening Required: None
- F. R-2 Zoning Regulations shall apply to any items not covered within this PUD

SINGLE-FAMILY RESIDENTIAL (50'+ LOTS)

- A. Detached homes with minimum two-car attached or detached garages
- B. Minimum Lot Width at front yard setback - 50 feet
- C. Minimum Lot Area - 6,500 s.f.
- D. Minimum Yard Requirements:
 - i. Front – 25 feet
 - ii. Rear – 30 feet
- E. Side - 10 feet total (min. 5' one side)
- F. Screening Required: None
- G. R-3 Zoning Regulations shall apply to any items not covered within this PUD

PARKLAND

- A. Civic/Public Parks/Recreation

MULTIPLE-FAMILY RESIDENTIAL - TOWNHOMES

- A. R-3 Zoning Regulations

ONE-FAMILY AND TWO-FAMILY RESIDENTIAL - TWINHOMES

- A. Minimum Lot Area:

- One-family detached dwelling - 6,500 square feet

- One-family attached dwelling - 4,000 square feet

- Two-family dwelling - 8,000 square feet

- B. Minimum Lot Width:

- One-family detached dwelling - 50 feet

- One-family attached dwelling - 31 feet

- Two-family attached dwelling - 62 feet

- C. Minimum Yard Requirements:

- i. Front - 25 feet

- ii. Side - 5 feet

- iii. Rear - 35 feet

- D. R-2 Zoning Regulations shall apply to any items not covered within this PUD

SECTION 2
REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 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
IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

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

To provide a variety of lot sizes throughout the development.

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

Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Susan Albaugh

Address: 1100 NE 18th Street, Ankeny IA 50021

Signature: (X) Susan Albaugh Date: 10/21/2021

Printed Name: Susan Albaugh Title: owner

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

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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
IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

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

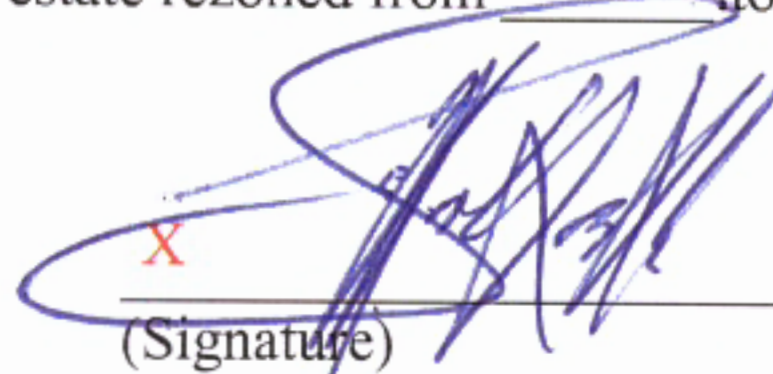
To provide a variety of lot sizes throughout the development.

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

Parcel owner(s) signatures

Lemar Koethe

(owner name)



(Signature)

Dave Stubbs/Stubbs Development

(owner name)

Dave W. Stubbs
(Signature)

Parcel owners within 250' of the above tract:

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 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
IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

request that said real estate be rezoned from its present classification of R-1 to PUD for the
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To provide a variety of lot sizes throughout the development.

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

Parcel owner(s) signatures

(owner name) (Signature)

(owner name) (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Deer Creek Estates LLC and Deer Creek Ankeny, Inc.

Address: 160 Adventureland Drive NW, Suite B, Ada, IA 50009

Signature: R. Bradley Skinner Date: 8-1-2021

Printed Name: R. Bradley Skinner Title: Co-Manager and Vice Pres.

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____



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.

OWNER:
LEMAR KOETHE
6000 DOUGLAS AVE
DES MOINES, IA 50322-3313

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

DEVELOPER:
STUBBS DEVELOPMENT
1236 34TH 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:

SECTION 3

SUPPORTING EVIDENCE

CANYON LANDING – ANKENY

EXISTING CONDITIONS

The proposed property was annexed into the incorporated city limits of Ankeny. The existing land use is agricultural farm land. The property currently holds the standard R-1 (One-Family Residence District) zoning classification. The City of Ankeny Comprehensive Plan, adopted in 2018, establishes the community's vision for future land use. The future land use map shows both low density and medium density residential land use on the property.

Canyon Landing PUD abuts land under the established Deer Creek PUD. The Deer Creek PUD establishes a variety of single-family residential lot sizes next to the proposed property. These single-family lot sizes range from 60+ feet to 80+ feet. The Deer Creek PUD also establishes public school/park land use and the possibility for multi-family residential townhomes.

VEHICULAR CIRCULATION

There is one access street to Canyon Landing PUD off NE 102nd Ave (NE 18th St) that runs north and south through the entire property, NE Deerfield Dr. This will be the primary north south collector for the development. There are two access streets to NE 38th St. One street will run east and west to the north south collector. The second access street will be the primary east west collector for the development. All internal streets are local street and collectors. There will be no parking on either side of the street on NE Deerfield Dr or on looped streets - NE 14th, NE 13th, NE Oak Ridge Dr, and NE Pearl Dr.

PEDESTRIAL CIRCULATION

Five-foot-wide public sidewalks on both sides of the public streets will be constructed throughout the entire single-family residential areas. The sidewalk system will provide access for all residents to the parkland. The sidewalks will also connect to the adjoining properties sidewalk system thus allowing access to the commercial, mixed-use, residential, and parks found near the proposed property. Detectable warnings will be required at all sidewalk crossings of public streets.

PARKLAND

The Conceptual Master Plan identifies parkland in the southwest corner of the property. The parkland will connect to the existing school/park of Deer Creek PUD along the south property line.

Parkland has been planned to meet the parkland dedication requirements for Canyon Landing PUD. The parkland dedication calculation can be found below. It was determined using the maximum residential density of proposed uses including alternative uses.

LANDSCAPING

Streetscaping will be provided along NE Deerfield Drive. There will be an entry sign with landscaping features. Streetscaping details are shown below. 1.5x the single-family residential required buffering (3 trees and 5 shrubs per lot) will be provided along NE 18th St and NE 38th St for rear yards along the streets. The HOA will be responsible for maintaining the landscaping by the builder. Fences and sheds will not be allowed in the landscaping/buffering easement, PUE, or gas easements along NE 18th St and NE 38th St. The landscaping requirements in the townhome area will match the city code screening requirements between R-1 and R-3. A Type A Broken Screen will be used. Trees and shrubs will be installed after townhomes are built.

PARKLAND DEDICATION CALCULATION

AREA	LAND USE	ACRES	% PARKLAND REQUIRED	ACRES DEDICATION REQUIRED
70'+ LOTS	LDR	19.1	5%	0.95
60'+ LOTS	LDR	24.5	10%	2.45
50'+ LOTS	LDR	58.0	10%	5.80
TOWNHOMES	MDR	23.9	10%	2.39
TWINHOMES	MDR	15.2	10%	1.52
PARKLAND	PARKLAND	14.29		
TOTAL		155.01		13.12

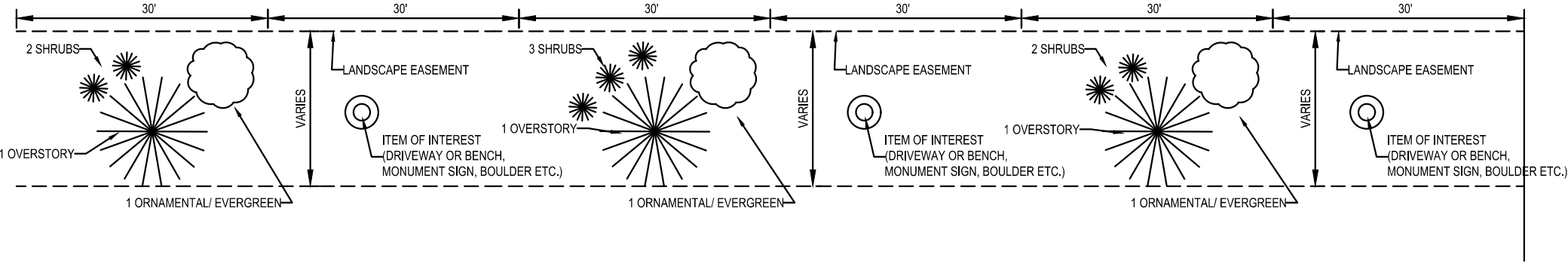
Canyon Landing PUD Potential Dedication = 14.29 ACRES

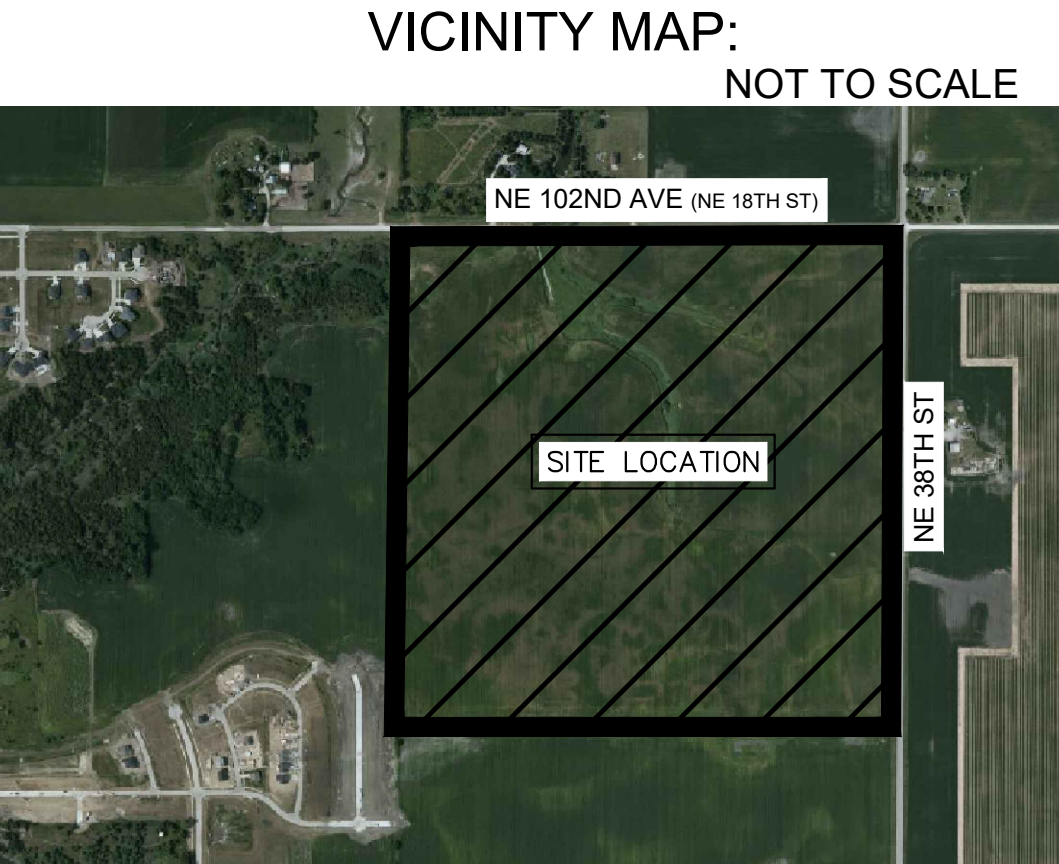
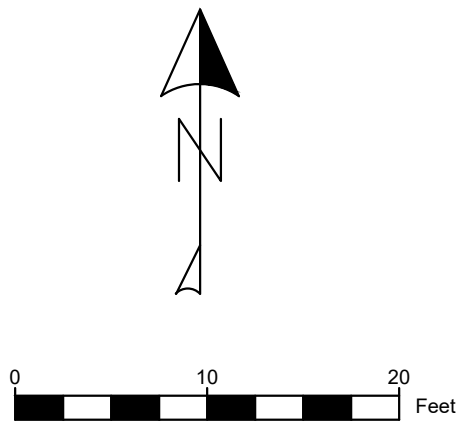
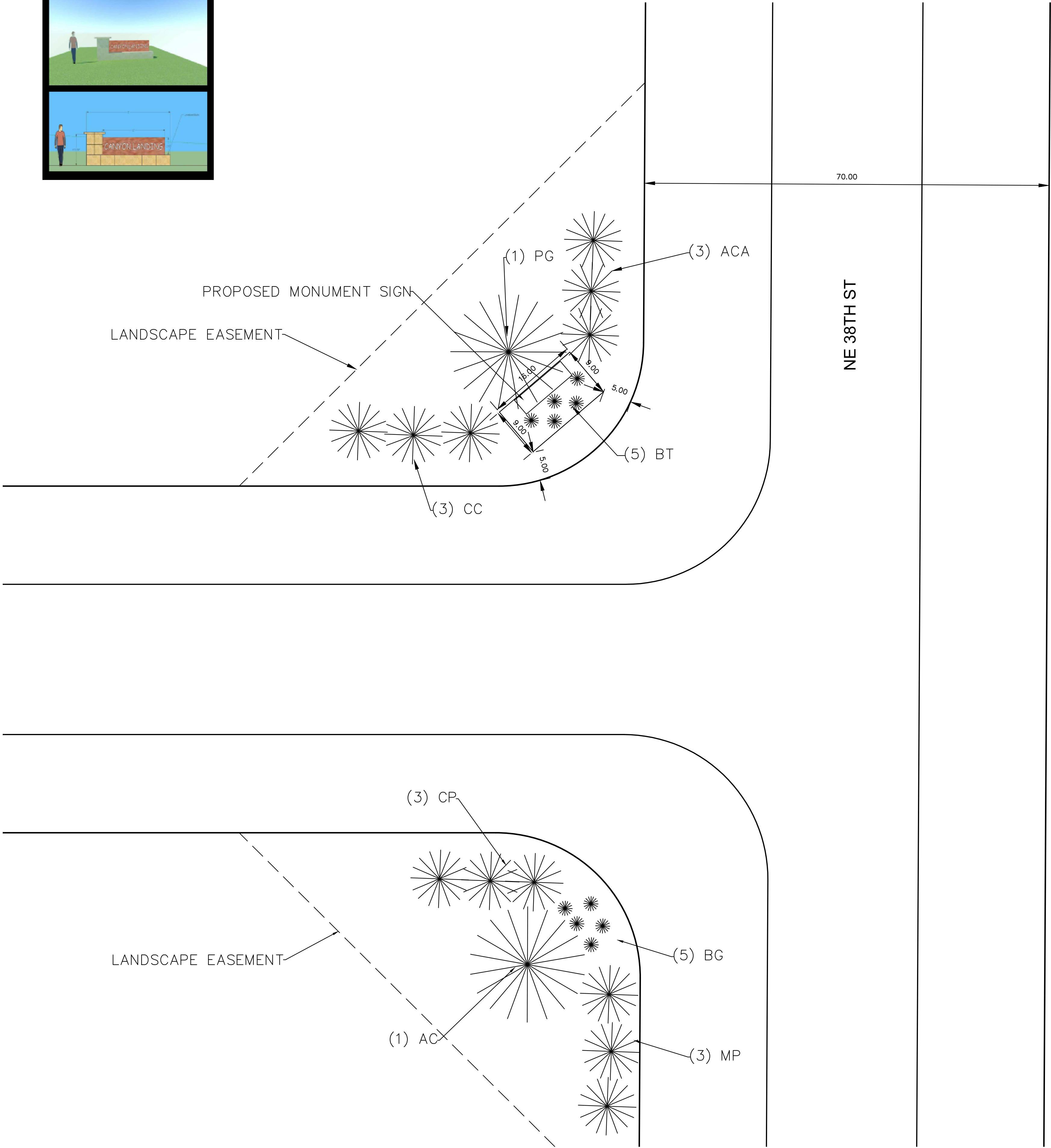
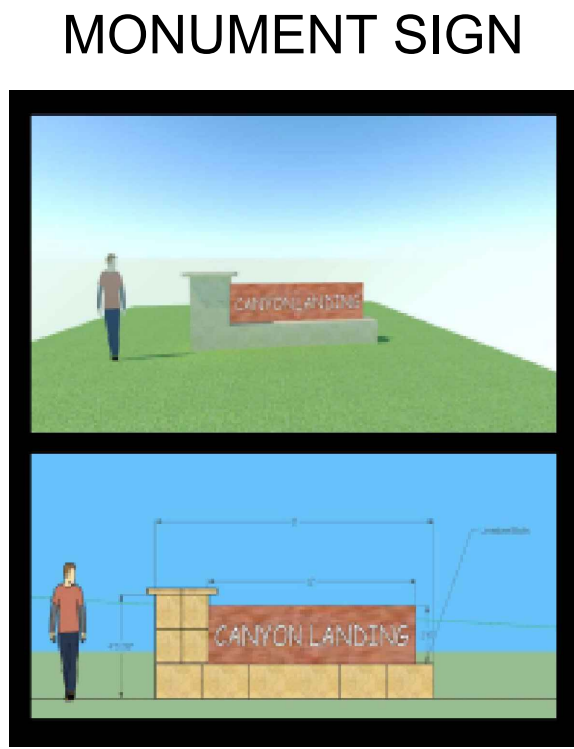
Parkland Dedication Required = 13.12 ACRES

Excess Parkland Dedicated = 1.17 ACRES

NE DEERFIELD DRIVE SCREEN (240' TYP.)

NOTE: VARIES BASED UPON LOT SIZING





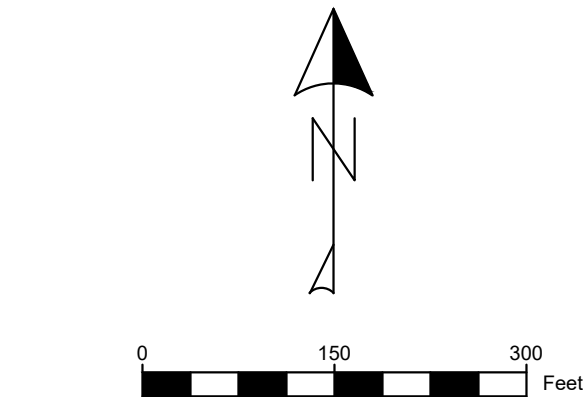
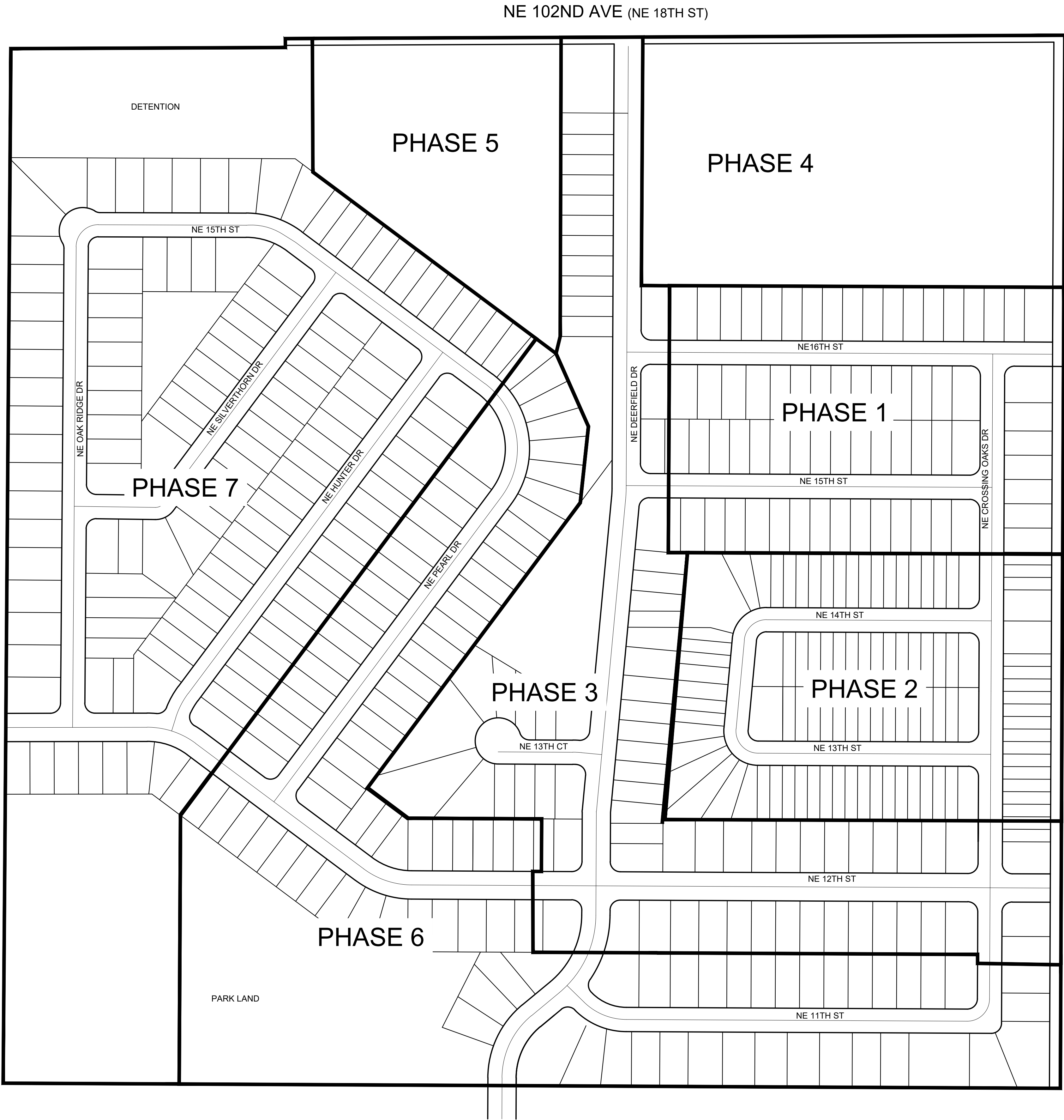
LANDSCAPE NOTES:

- 1.) LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
- 2.) THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
- 3.) TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
- 4.) ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS, AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
- 5.) SEED OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
- 6.) BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQUIRED.)
- 7.) WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
- 8.) SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS, AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
- 9.) ALL EDGING SHALL BE SPADE CUT EDGE.
- 10.) PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
- 11.) ALL DEBRIS SPILLED IN THE PUBLIC RIGHT-OF-WAY SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- 12.) CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- 13.) CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

PLANT SCHEDULE:

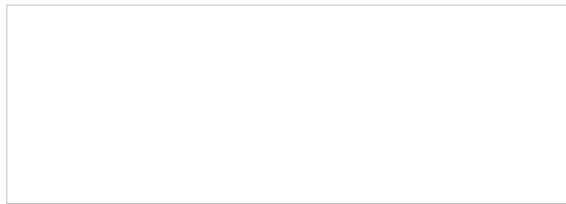
Code	Quantity	Botanical Name	Common Name	Size	Cond
Evergreen Trees					
AC	1	Abies Concolor	Concolor Fir	5' HT	B&B
PG	1	Picea glauca	Black Hills Spruce	5' HT	B&B
Understory Trees					
ACA	3	Amelanchier canadensis	Serviceberry	1.25" CAL	B&B
CC	3	Cercis canadensis	Eastern Redbud	1.25" CAL	B&B
CP	3	Crataegus phaenopyrum	Washington Hawthorn	1.25" CAL	B&B
MP	3	Malus Prairifire	Prairifire Crabapple	1.25" CAL	B&B
Shrubs					
BT	5	Berberis thunbergii "Rose Glow"	Rose Glow Barberry	#2	CONT.
BG	5	Buxus "Green Mountain"	Green Mountain Boxwood	#2	CONT.





VICINITY MAP:





ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-02: A proposed amendment to 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 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.

EXECUTIVE SUMMARY:

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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on November 16, 2021.

PUBLIC OUTREACH EFFORTS:

Legal publication notification.

The Plan & Zoning Commission held a public hearing at their meeting on August 16, 2021.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-02.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Aerial Map
 Applicant Letter
 Zoning Map
 Future Land Use Map
 Rezoning Exhibit
 Rezoning Concept



PUBLIC HEARING 2022-02

5:30 P.M.

JANUARY 3, 2022

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY DAN AND BEVERLY JURY

Mayor:

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

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.

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.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed rezoning, please either approach the podium, or if you are attending electronically, raise

your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record.”

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

- Consider **MOTION** to close public hearing 2022-02.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, 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

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 2, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the November 2, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #9. Request to rezone property owned by Dan and Beverly Jury 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

J.Heil 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. He stated the proposed rezoning consists of two parcels approximately 30.94 acres and provided the general location of the property. J.Heil presented a map showing the current zoning for the properties surrounding these two parcels. He explained they are requesting that the 13.56-acre parcel be zoned R-3 Multi-Family Residence District, restricted to 12 units per acre and the 17.38-acre parcel be zoned 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. J.Heil stated the developer has submitted the required rezoning petitions. He noted all required legal notifications were met and also presented a concept plan for the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on November 16, 2021.

T.Flack asked if the notification signage was viewable to the public due to the construction of NW 18th Street and if not, how would anyone in the area know it was being proposed. E.Jensen said staff sends out mailed notifications to property owners within 250-feet and it is published in the Des Moines Register. Staff shared information on the Code regarding notification signage.

Adam Schoeppner, Nilles Associates, 1250 SW State Street, Suite A, Ankeny shared that the single family lots will not be a true R-3, as the plan is to have 70-75-foot lots that will back up to the detention area and the future park. He presented a concept plan. He asked if the Commission had any questions.

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

T.Flack confirmed that there are no purchased developed lots in the PUD to the south or property to the east. E.Jensen shared the lots on the drawing do not exist to the east and the south is all under construction so the closest lots would be west and south of 18th Street. E.Jensen referred back to the Code for the Commission on notification signage as it relates to a rezoning. G.Hunter said he would be more concerned about the notification signage if there were neighbors right next door.

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

T.Flack stated that the Commission will act on this item at the November 16, 2021 Plan and Zoning Commission meeting.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 16, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the November 16, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #6. Request to rezone property owned by Dan and Beverly Jury 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

J.Heil 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. He stated the proposed rezoning consists of two parcels approximately 30.94 acres and provided the general location of the property. J.Heil presented a map showing the current zoning for the properties surrounding the two parcels. He explained that they are requesting that the 13.56-acre parcel be zoned R-3 Multi-Family Residence District, restricted to 12 units per acre and the 17.38-acre parcel be zoned 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. J.Heil stated the developer has submitted the required rezoning petitions. He said that during the public hearing held on November 2, 2021 there were no questions or comments raised by the public. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Dan and Beverly Jury 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.

Adam Schoeppner, Nilles Associates, 1250 SW State Street, Suite A, Ankeny on behalf of Dan and Beverly Jury said he would be happy to answer any questions the Commission may have regarding the rezoning.

There were no comments or questions from the Commission.

Motion by G.Hunter to recommend City Council approval of the request by Dan and Beverly Jury 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. Second by L.West. All voted aye. Motion carried 6 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: November 16, 2021

Agenda Item: Jury Rezoning - Action

Report Date: November 11, 2021

Prepared By: Jake Heil
Associate Planner

ETC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Dan and Beverly Jury 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.

Project Report

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.

The developer has submitted the required rezoning petitions consisting of 100% of the land area subject to the rezoning, exceeding the minimum requirement of 50% of the land area subject to the rezoning; as well as 100% the signatures of the owners of at least 60% of the land within 250' of the subject property. Notifications of the public hearing were sent to the surrounding property owners within 250' of the property on October 20, 2021; and a legal notice of the proposed rezoning was published on October 22, 2021. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage on the property to inform the public of the proposed change, as well as the time and place of the public hearing. The applicant posted the signage by Tuesday, October 26, 2021, providing the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on November 2, 2021. There were no questions or comments from the public. A complete recap of the public hearing can be found in the minutes from the meeting.



October 26, 2021

City of Ankeny
410 West First Street
Ankeny, Iowa 50023

RE: Rezoning Request to the City of Ankeny

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

On behalf of the property owners Dan & Beverly Jury, we are submitting the enclosed petition for rezoning for the property known as Parcel A and Parcel 2019-236 of the Southeast Quarter of Section 08-Twp 80-Rge 24. We have been working with the owner to develop a concept plan for the development of approximately 31 acres in the northwestern part of Ankeny. The property is located west of NW Weigel Drive and just north of NW 18th Street.

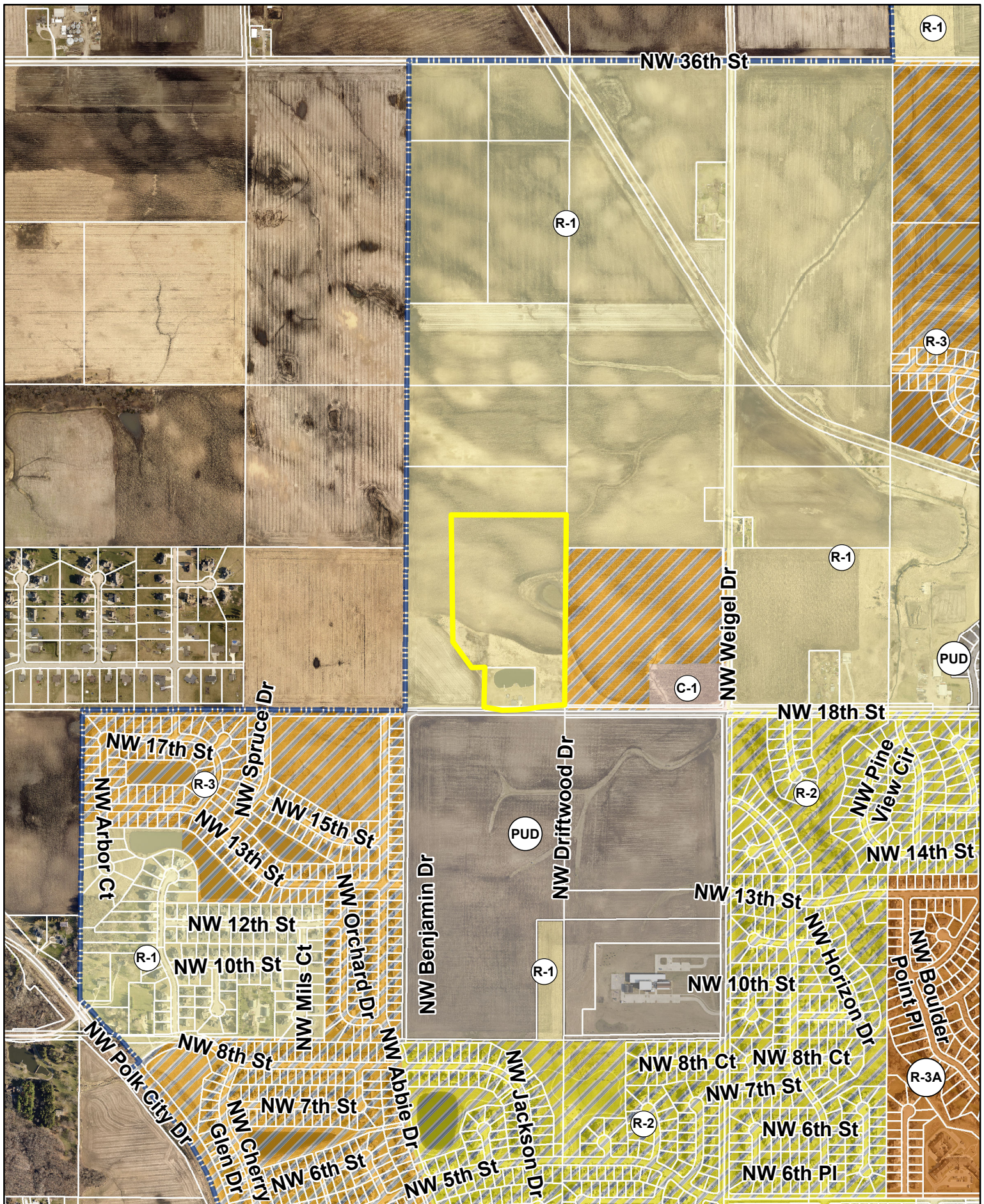
We are proposing to rezone from the existing R-1 Single Family Residence District in the north portion of the property to R-3 Multiple-Family Residence District, Restricted to One Family Residences, and the south portion of the property to R-3 Multiple Family Residence Restricted to 12 Units Per Acre. The proposed zoning matches the City future land use plan well.

We respectfully request your review and approval of this rezoning request. 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, PLS
NILLES ASSOCIATES, INC.



N



1 inch = 1,000 feet

Date: 10/13/2021

Jury Rezoning Zoning Map



N



1 inch = 250 feet

Date: 12/4/2020

Jury Rezoning Ankeny Future Land Use

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 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 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 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 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

- Land area : 30.94 acres
- Existing Zoning : R-1 One-Family Residence District

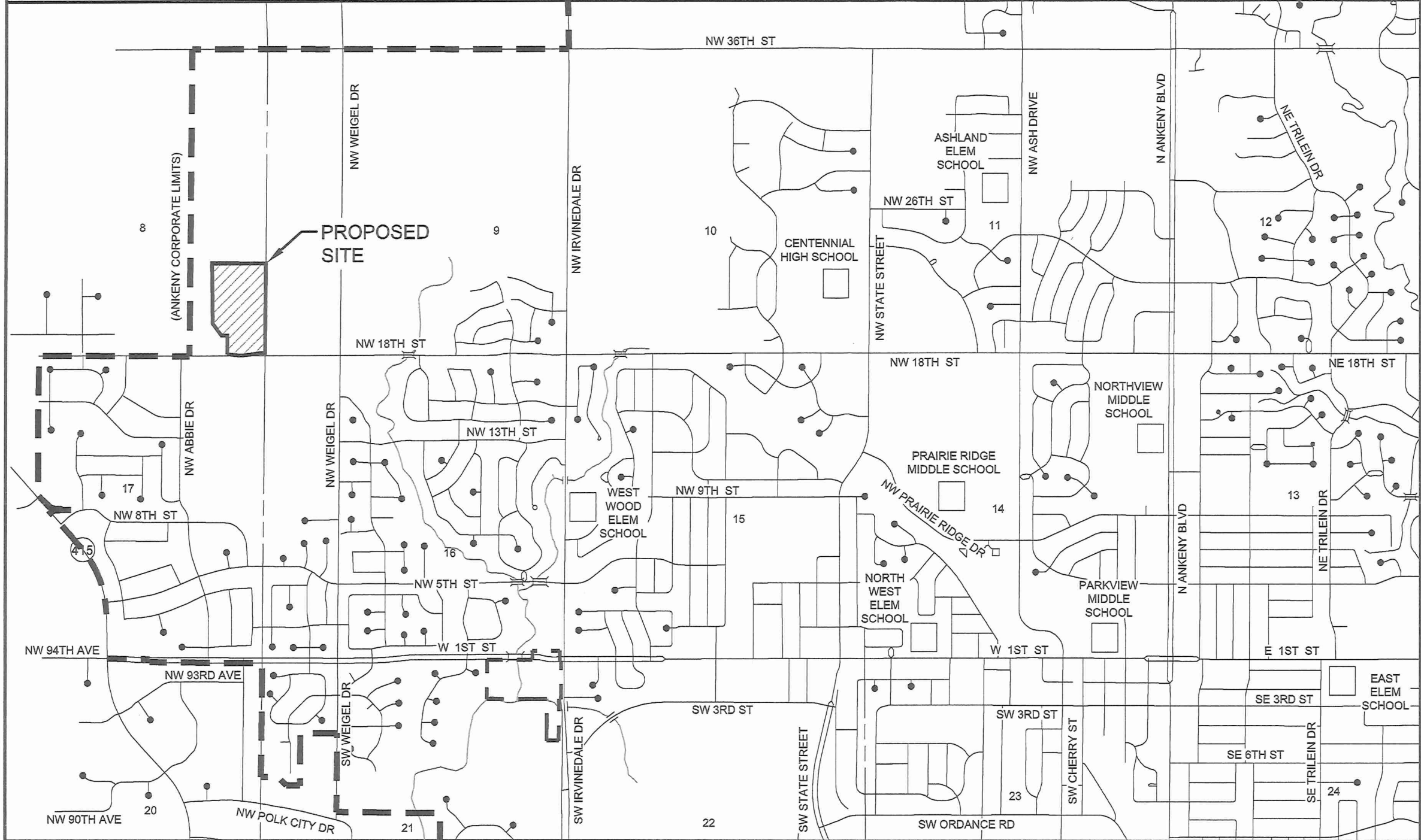
LEGEND

- 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 DVF INVESTMENTS LLC	1.134	3.53%	
2	TJL INVESTMENTS LLC SHYFT COLLECTIVE DEVELOPMENT 10 LLC ERIC & CAROL ZIEL JOINT REVOCABLE TRUST LEO INVESTMENTS LLC DVF 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%	

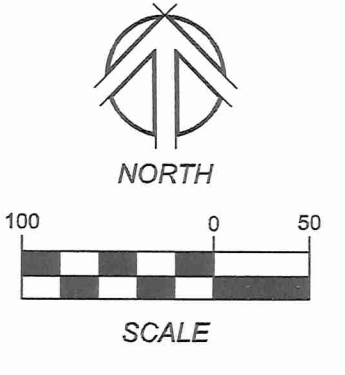
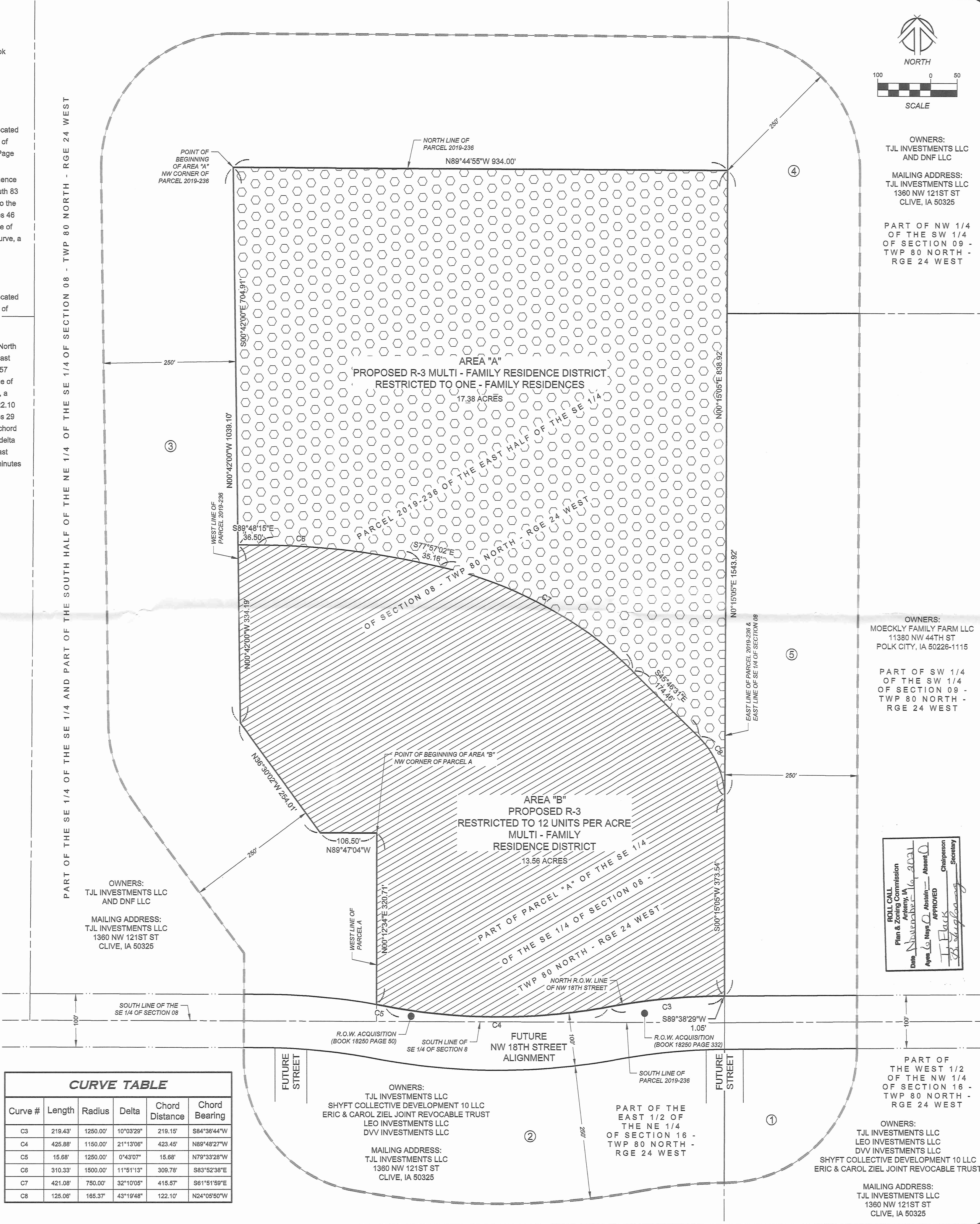
VICINITY MAP

SCALE: 1" = 2000'



V:\NAI 2017\Projects 2017\21048\dwg\21048-RZ.dwg

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C3	219.43'	1250.00'	10°03'29"	219.15'	S84°38'44"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



OWNERS:
TJL INVESTMENTS LLC
AND DNF LLC

MAILING ADDRESS:
TJL INVESTMENTS LLC
1360 NW 121ST ST
CLIVE, IA 50325

PART OF NW 1/4
OF THE SW 1/4
OF SECTION 09 -
TWP 80 NORTH -
RGE 24 WEST

OWNERS:
MOECKLY FAMILY FARM LLC
11380 NW 44TH ST
POLK CITY, IA 50226-1115

PART OF SW 1/4
OF THE SW 1/4
OF SECTION 09 -
TWP 80 NORTH -
RGE 24 WEST

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: 10/11/19
Ayes: 10
Absents: 0
APPROVED
Chairperson: [Signature]
Secretary: [Signature]

PART OF THE WEST 1/2
OF THE NW 1/4
OF SECTION 16 -
TWP 80 NORTH -
RGE 24 WEST

OWNERS:
TJL INVESTMENTS LLC
LEO INVESTMENTS LLC
DVF INVESTMENTS LLC
SHYFT COLLECTIVE DEVELOPMENT 10 LLC
ERIC & CAROL ZIEL JOINT REVOCABLE TRUST

MAILING ADDRESS:
TJL INVESTMENTS LLC
1360 NW 121ST ST
CLIVE, IA 50325

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) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS
2) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS
3) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS
4) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS
5) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS
6) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS
7) 10/20/2017 REVISIONS PER CITY OF ANKENY COMMENTS

ALL DATA AND INFORMATION ON THIS PLAN ARE THE PROPERTY OF NILES ASSOCIATES, INC. AND SHALL REMAIN THE PROPERTY OF NILES ASSOCIATES, INC. IF THE PLAN IS USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF NILES ASSOCIATES, INC. THE ENGINEER'S RESPONSIBILITY IS TO DESIGN AND CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CITY OF ANKENY'S ORDINANCES AND THE CITY OF ANKENY'S ZONING ORDINANCES. THE ENGINEER'S RESPONSIBILITY IS NOT TO DESIGN AND CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CITY OF ANKENY'S ORDINANCES AND THE CITY OF ANKENY'S ZONING ORDINANCES.

PART OF SE 1/4 OF SECTION 08 - TWP 80 NORTH - RANGE 24 WEST
RECEIVED
SEP 20 2021
CITY OF ANKENY

REZONING MAP

PROJECT NAME:
21048

DATE: 11/11/19

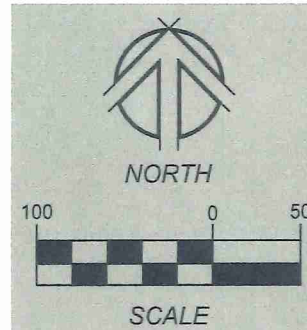
DRAWN BY: TJH

CHECKED BY: ADS

SHEET SIZE: 24" X 36"

SHEET TITLE: RZ-1

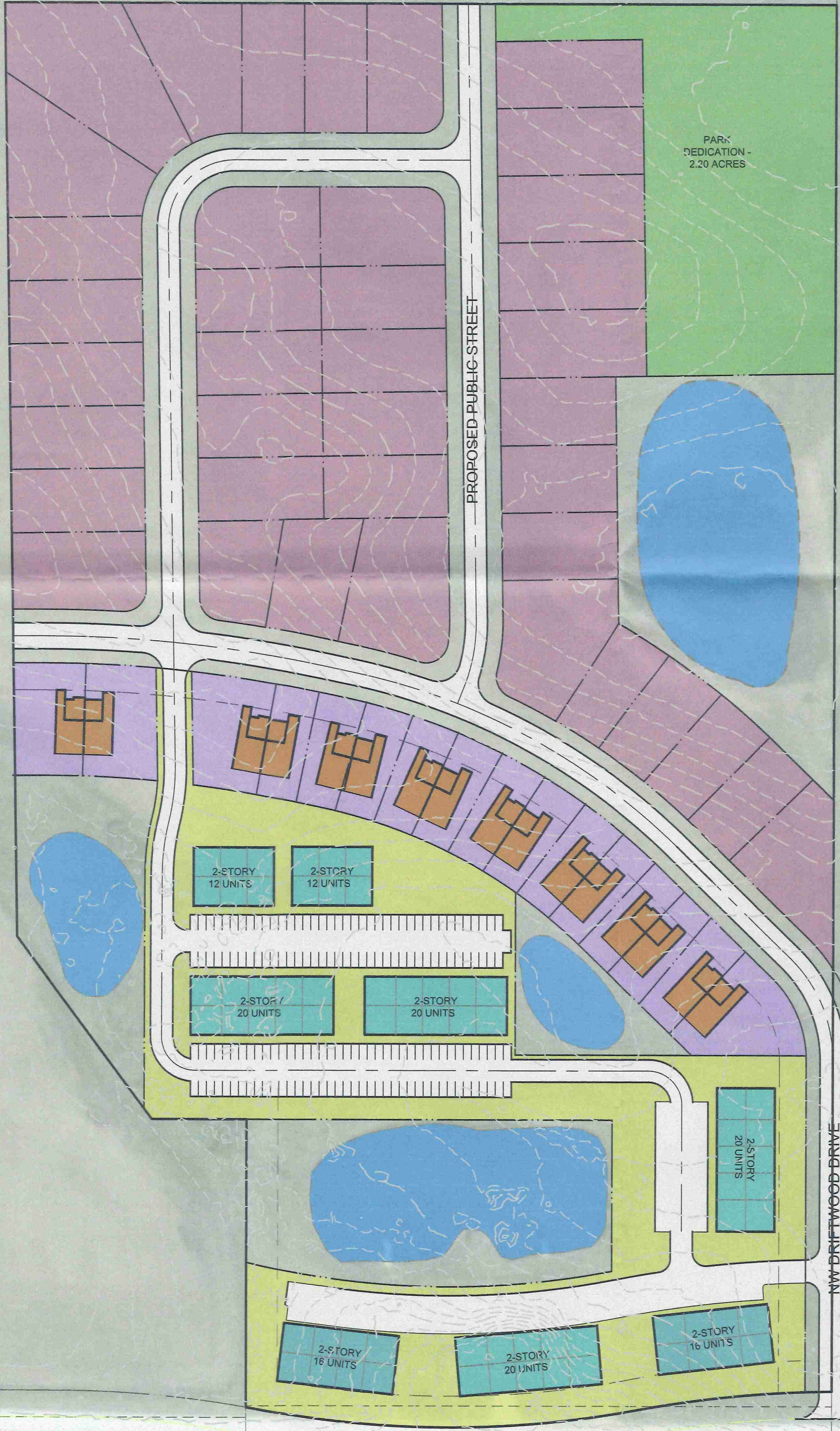
SHEET NO.: 1/1



NILLES ASSOCIATES

CONCEPT SUMMARY

- 9.53 ACRES MULTI-FAMILY (R-3)
- 10.28 ACRES SINGLE FAMILY (R-3 RESTRICTED)
- 2.20 ACRES PARK DEDICATION
- 8.40 ACRES R.O.W. AND DETENTION
- 30.93 TOTAL ACRES
- 40 SINGLE FAMILY LOTS
- 16 BI-ATTACHED LOTS
- 4-20 UNIT MULTI-FAMILY BUILDINGS (80 TOTAL UNITS)
- 2-16 UNIT MULTI FAMILY BUILDINGS (32 TOTAL UNITS)
- 2-12 UNIT MULTI FAMILY BUILDINGS (24 TOTAL UNITS)
- 192 TOTAL UNITS

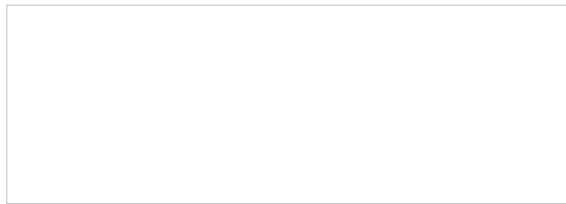


NW 18TH STREET

NW IRVINGDALE DRIVE

RECEIVED
SEP 20 2021
CITY OF ANKENY

JURY PROPERTY



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-03: Proposed SE Crosswinds Drive RISE - Phase 2

EXECUTIVE SUMMARY:

SE Crosswinds Drive RISE - Phase 2

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.

The construction improvements include approximately 10,462 SY of 9" PCC street pavement, 1,118 SY of 9" PCC pavement widening, 475 SY of 10" PCC pavement widening, 1,849 LF of 8" PVC sanitary sewer, 2,325 LF of 10" PVC C900 water main, 1,294 LF of 12" PVC C900 water main, 2,559 LF of RCP storm sewer, 29,416 CY of class 10 excavation, subgrade preparation, modified subbase, subdrain, and sidewalk ramps. Other associated improvements include traffic control, erosion control, surface

restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, November 30, 2021. Six (6) bids were received as follows:

- | | |
|-----------------------------------|----------------|
| 1. Sternquist Construction | \$2,500,025.00 |
| 2. Reilly Construction Co, INC | \$2,589,231.35 |
| 3. On Track Construction, LLC | \$2,619,000.00 |
| 4. Concrete Technologies, INC | \$2,643,669.80 |
| 5. Rognes Corporation | \$2,648,868.25 |
| 6. Absolute Concrete Construction | \$2,699,500.80 |

The Engineer's Estimate for the project was \$2,240,491.50. The bids were generally in a relatively tight grouping with bids being within 8% price range. The City reviewed the bid results both internally and with the project's engineering consultant. Sternquist Construction successfully completed Phase 1 of the project and has worked on many other successful projects in Ankeny and the metropolitan area over the past decades. It is recommended that the project be awarded to Sternquist Construction of Indianola, Iowa.

Pending project approval and award by the City Council, the contractor will shall commence any time after the written Notice to Proceed is issued, no later than April 18th, 2022, and they will have 120 Working Days to substantially complete the project.

FISCAL IMPACT: No

This project is being paid in full by the developers and RISE funds through the State of Iowa.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$2,240,491.50).
2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the SE Crosswinds Drive RISE - Phase 2 project.
3. Receive and file the report of bids received on November 30, 2021.
4. Approve Resolution, making award of construction contract to Sternquist Construction of Indianola, Iowa.
5. Approve Resolution, approving contract and bonds with Sternquist Construction in the amount of \$2,500,025.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 1, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as November 30, 2021 and setting the public hearing date as January 3, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-03.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-03

5:30 P.M.

JANUARY 3, 2022

PROPOSED SE CROSSWINDS DRIVE RISE – PHASE 2

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 Crosswinds Drive RISE – Phase 2 project. Notice of this hearing was published in the Des Moines Register on the 17th 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 2022-03.

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 SE CROSSWINDS DRIVE RISE - PHASE 2", 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 SE CROSSWINDS DRIVE RISE - PHASE 2

WHEREAS, on the **1st** day of **November**, 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 SE Crosswinds Drive RISE - Phase 2; 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 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk

1-3.22

BID LETTING

10:30 A.M.

NOVEMBER 30, 2021

SE CROSSWINDS DRIVE RISE – PHASE 2

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Crosswinds Drive RISE – Phase 2 project in accordance with the Plans and Specifications prepared by Snyder & Associates, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 2,240,492

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (<u>1</u>) Acknowledged
1) ✓	<u>On Track Construction</u> <u>1316 6th Street</u> <u>Nevada IA 50201</u>	<u>2,619,000⁰⁰</u>	<u>✓</u>
2) ✓	<u>Reilly Construction</u> <u>PO Box 99</u> <u>Ossian IA 52161</u>	<u>2,589,231³⁵</u>	<u>✓</u>
3) ✓	<u>Rognes Corp</u> <u>720 SW Goodwin St</u> <u>Ankeny IA 50023</u>	<u>2,648,868²⁵</u>	<u>✓</u>
4) ✓	<u>Concrete Technologies</u> <u>1001 SE 37th St</u> <u>Grimes IA 50111</u>	<u>2,643,669⁸⁰</u>	<u>✓</u>
5) ✓	<u>Absolute Concrete</u> <u>PO Box 148</u> <u>Slater IA 50244</u>	<u>2,699,500⁸⁰</u>	<u>✓</u>
* 6) ✓	<u>Sternquist</u> <u>1110 N 14th St</u> <u>Indianola IA 50125</u>	<u>2,500,025⁰⁰</u>	<u>✓</u>

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (____) 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 3, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Don Clark, Municipal Utilities Director

TABULATION OF BIDS

SE Crosswinds Drive RISE Phase 2

City of Ankeny

Project No.: 119.0290.01

Bid Date/Time: November 30, 2021 at 10:30 AM

						ENGINEER'S ESTIMATE		1 STERNQUIST CONSTRUCTION INDIANOLA, IA		2 REILLY CONSTRUCTION CO INC OSSIAN, IA		3 ON TRACK CONSTRUCTION LLC NEVADA, IA		4 CONCRETE TECHNOLOGIES INC GRIMES, IA		5 ROGNES CORP ANKENY, IA		6 ABSOLUTE CONCRETE CONST INC., SLATER, IA	
ITEM	DESCRIPTION	UNIT	DIV 1 QUANTITY (ELIGIBLE)	DIV 2 QUANTITY (INELIGIBLE)	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK																			
2.1	Clearing and Grubbing	LS	1		1	\$ 2,500.00	\$ 2,500.00	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 5,555.00	\$ 5,555.00	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
2.2	Topsoil, On-site, 6 Inch Depth, Strip and Place	CY	4862		4862	\$ 9.00	\$ 43,758.00	\$ 10.00	\$ 48,620.00	\$ 8.00	\$ 38,896.00	\$ 5.00	\$ 24,310.00	\$ 16.50	\$ 80,223.00	\$ 5.00	\$ 24,310.00	\$ 9.50	\$ 46,189.00
2.3	Topsoil, On-Site, 6 Inch Depth, Strip and Stockpile	CY	741		741	\$ 2.00	\$ 1,482.00	\$ 10.50	\$ 7,780.50	\$ 6.50	\$ 4,816.50	\$ 4.00	\$ 2,964.00	\$ 1.95	\$ 1,444.95	\$ 3.75	\$ 2,778.75	\$ 10.00	\$ 7,410.00
2.4	Excavation, Class 10	CY	29416		29416	\$ 4.00	\$ 117,664.00	\$ 2.75	\$ 80,894.00	\$ 6.50	\$ 191,204.00	\$ 5.00	\$ 147,080.00	\$ 3.05	\$ 89,718.80	\$ 4.70	\$ 138,255.20	\$ 2.50	\$ 73,540.00
2.5	Below Grade Excavation (Core Out)	CY	460		460	\$ 6.00	\$ 2,760.00	\$ 67.00	\$ 30,820.00	\$ 13.00	\$ 5,980.00	\$ 10.00	\$ 4,600.00	\$ 4.10	\$ 1,886.00	\$ 8.00	\$ 3,680.00	\$ 65.00	\$ 29,900.00
2.6	Subgrade Preparation, 12 Inch Depth	SY	13656		13656	\$ 3.00	\$ 40,968.00	\$ 3.25	\$ 44,382.00	\$ 1.50	\$ 20,484.00	\$ 3.00	\$ 40,968.00	\$ 3.55	\$ 48,478.80	\$ 2.75	\$ 37,554.00	\$ 3.00	\$ 40,968.00
2.7	Subbase, Modified, 6 Inch Depth	SY	13656		13656	\$ 8.00	\$ 109,248.00	\$ 11.00	\$ 150,216.00	\$ 8.25	\$ 112,662.00	\$ 10.00	\$ 136,560.00	\$ 10.35	\$ 141,339.60	\$ 10.25	\$ 139,974.00	\$ 10.50	\$ 143,388.00
2.8	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,535.00	\$ 3,535.00	\$ 5,995.00	\$ 5,995.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00
2.9	Granular Shoulder, Type A, 9 Inch Depth	TN	265		265	\$ 35.00	\$ 9,275.00	\$ 51.50	\$ 13,647.50	\$ 45.00	\$ 11,925.00	\$ 46.00	\$ 12,190.00	\$ 36.25	\$ 9,606.25	\$ 45.75	\$ 12,123.75	\$ 50.00	\$ 13,250.00
TRENCH AND TRENCHLESS CONSTRUCTION																			
3.1	Trench Compaction Testing	LS	0.3	0.7	1	\$ 8,500.00	\$ 8,500.00	\$ 10,900.00	\$ 10,900.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,875.00	\$ 10,875.00	\$ 9,500.00	\$ 9,500.00	\$ 10,500.00	\$ 10,500.00
SEWERS AND DRAINS																			
4.1	Sanitary Sewer Gravity Main, PVC, Trenched, 8 Inch	LF		1849	1849	\$ 60.00	\$ 110,940.00	\$ 58.75	\$ 108,628.75	\$ 90.00	\$ 166,410.00	\$ 92.00	\$ 170,108.00	\$ 59.00	\$ 109,091.00	\$ 95.00	\$ 175,655.00	\$ 57.00	\$ 105,393.00
4.2	Sanitary Sewer Service Stub, PVC, 6 Inch	LF		78	78	\$ 42.00	\$ 3,276.00	\$ 51.50	\$ 4,017.00	\$ 90.00	\$ 7,020.00	\$ 98.00	\$ 7,644.00	\$ 51.75	\$ 4,036.50	\$ 76.00	\$ 5,928.00	\$ 50.00	\$ 3,900.00
4.3	Storm Sewer, RCP CI III, 12 Inch	LF	9		9	\$ 100.00	\$ 900.00	\$ 190.50	\$ 1,714.50	\$ 175.00	\$ 1,575.00	\$ 258.00	\$ 2,322.00	\$ 191.50	\$ 1,723.50	\$ 90.00	\$ 810.00	\$ 185.00	\$ 1,665.00
4.4	Storm Sewer, RCP CI III, 15 Inch	LF	809		809	\$ 50.00	\$ 40,450.00	\$ 52.50	\$ 42,472.50	\$ 65.00	\$ 52,585.00	\$ 66.00	\$ 53,394.00	\$ 52.75	\$ 42,674.75	\$ 80.00	\$ 64,720.00	\$ 51.00	\$ 41,259.00
4.5	Storm Sewer, RCP CI III, 18 Inch	LF	64		64	\$ 70.00	\$ 4,480.00	\$ 54.50	\$ 3,488.00	\$ 70.00	\$ 4,480.00	\$ 79.00	\$ 5,056.00	\$ 54.90	\$ 3,513.60	\$ 84.00	\$ 5,376.00	\$ 53.00	\$ 3,392.00
4.6	Storm Sewer, RCP CI III, 24 Inch	LF	1132		1132	\$ 70.00	\$ 79,240.00	\$ 70.00	\$ 79,240.00	\$ 85.00	\$ 96,220.00	\$ 83.00	\$ 93,956.00	\$ 70.40	\$ 79,692.80	\$ 97.00	\$ 109,804.00	\$ 68.00	\$ 76,976.00
4.7	Storm Sewer, RCP CI III, 30 Inch	LF	378		378	\$ 85.00	\$ 32,130.00	\$ 97.00	\$ 36,666.00	\$ 100.00	\$ 37,800.00	\$ 102.00	\$ 38,556.00	\$ 97.25	\$ 36,760.50	\$ 110.00	\$ 41,580.00	\$ 94.00	\$ 35,532.00
4.8	Storm Sewer, RCP CI III, 36 Inch	LF	167		167	\$ 95.00	\$ 15,865.00	\$ 126.75	\$ 21,167.25	\$ 135.00	\$ 22,545.00	\$ 157.00	\$ 26,219.00	\$ 127.50	\$ 21,292.50	\$ 130.00	\$ 21,710.00	\$ 123.00	\$ 20,541.00
4.9	Pipe Culvert, Trenched, Concrete, 24 In	LF	9		9	\$ 110.00	\$ 990.00	\$ 443.00	\$ 3,987.00	\$ 400.00	\$ 3,600.00	\$ 160.00	\$ 1,440.00	\$ 445.00	\$ 4,005.00	\$ 90.00	\$ 810.00	\$ 430.00	\$ 3,870.00
4.10	Pipe Aprons with Footing and Guard, 18 Inch	EA	1		1	\$ 1,800.00	\$ 1,800.00	\$ 2,600.00	\$ 2,600.00	\$ 2,900.00	\$ 2,900.00	\$ 2,800.00	\$ 2,800.00	\$ 2,585.00	\$ 2,585.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00
4.11	Pipe Aprons with Footing and Guard, 24 Inch	EA	3		3	\$ 2,200.00	\$ 6,600.00	\$ 3,200.00	\$ 9,600.00	\$ 3,500.00	\$ 10,500.00	\$ 3,325.00	\$ 9,975.00	\$ 3,210.00	\$ 9,630.00	\$ 4,300.00	\$ 12,900.00	\$ 3,100.00	\$ 9,300.00
4.12	Pipe Aprons with Footing and Guard, 36 Inch	EA	1		1	\$ 3,000.00	\$ 3,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,500.00	\$ 4,500.00	\$ 4,885.00	\$ 4,885.00	\$ 4,655.00	\$ 4,655.00	\$ 5,800.00	\$ 5,800.00	\$ 4,500.00	\$ 4,500.00
4.13	Removal of Pipe Apron, CMP, 24 In Dia	EA	2		2	\$ 550.00	\$ 1,100.00	\$ 257.50	\$ 515.00	\$ 150.00	\$ 300.00	\$ 125.00	\$ 250.00	\$ 259.00	\$ 518.00	\$ 2,200.00	\$ 4,400.00	\$ 250.00	\$ 500.00
4.14	Removal of Pipe Apron, Concrete, 24 In Dia	EA	1		1	\$ 550.00	\$ 550.00	\$ 515.00	\$ 515.00	\$ 150.00	\$ 150.00	\$ 225.00	\$ 225.00	\$ 517.50	\$ 517.50	\$ 1,600.00	\$ 1,600.00	\$ 500.00	\$ 500.00
4.15	Subdrain, Type C-1, 6 Inch Dia	LF	4593		4593	\$ 12.00	\$ 55,116.00	\$ 16.50	\$ 75,784.50	\$ 18.00	\$ 82,674.00	\$ 20.00	\$ 91,860.00	\$ 16.60	\$ 76,243.80	\$ 11.25	\$ 51,671.25	\$ 16.00	\$ 73,488.00
4.16	Subdrain Cleanouts, Type A-1, DR-305	EA	3		3	\$ 750.00	\$ 2,250.00	\$ 463.50	\$ 1,390.50	\$ 550.00	\$ 1,650.00	\$ 780.00	\$ 2,340.00	\$ 465.00	\$ 1,395.00	\$ 425.00	\$ 1,275.00	\$ 450.00	\$ 1,350.00
4.17	Subdrain Connections and Outlets, 6 Inch Dia, DR-303	EA	39		39	\$ 350.00	\$ 13,650.00	\$ 412.00	\$ 16,068.00	\$ 200.00	\$ 7,800.00	\$ 375.00	\$ 14,625.00	\$ 415.00	\$ 16,185.00	\$ 325.00	\$ 12,675.00	\$ 400.00	\$ 15,600.00
4.18	Removal of Subdrain	LF	315		315	\$ 10.00	\$ 3,150.00	\$ 5.25	\$ 1,653.75	\$ 12.00	\$ 3,780.00	\$ 12.00	\$ 3,780.00	\$ 5.20	\$ 1,638.00	\$ 5.00	\$ 1,575.00	\$ 5.00	\$ 1,575.00
WATER MAIN AND APPURTENANCES																			
5.1	Water Main, Trenched, PVC C900, 10 Inch	LF		2409	2409	\$ 48.00	\$ 115,632.00	\$ 56.75	\$ 136,710.75	\$ 65.00	\$ 156,585.00	\$ 61.00	\$ 146,949.00	\$ 57.00	\$ 137,313.00	\$ 66.00	\$ 158,994.00	\$ 55.00	\$ 132,495.00
5.2	Water Main, Trenched, PVC C900, 12 Inch	LF		1294	1294	\$ 60.00	\$ 77,640.00	\$ 72.25	\$ 93,491.50	\$ 80.00	\$ 103,520.00	\$ 75.00	\$ 97,050.00	\$ 72.50	\$ 93,815.00	\$ 83.00	\$ 107,402.00	\$ 70.00	\$ 90,580.00
5.3	Fitting, Reducer, 10" x 6"	EA	1		1	\$ 720.00	\$ 720.00	\$ 645.00	\$ 645.00	\$ 525.00	\$ 525.00	\$ 1,185.00	\$ 1,185.00	\$ 645.00	\$ 645.00	\$ 800.00	\$ 800.00	\$ 625.00	\$ 625.00
5.4	Fitting, Reducer, 12" x 6"	EA	1		1	\$ 960.00	\$ 960.00	\$ 725.00	\$ 725.00	\$ 575.00	\$ 575.00	\$ 1,225.00	\$ 1,225.00	\$ 725.00	\$ 725.00	\$ 875.00	\$ 875.00	\$ 700.00	\$ 700.00
5.5	Fitting, Reducer, 12" x 10"																		

TABULATION OF BIDS

SE Crosswinds Drive RISE Phase 2

City of Ankeny

Project No.: 119.0290.01

Bid Date/Time: November 30, 2021 at 10:30 AM

						ENGINEER'S ESTIMATE		1 STERNQUIST CONSTRUCTION INDIANOLA, IA		2 REILLY CONSTRUCTION CO INC OSSIAN, IA		3 ON TRACK CONSTRUCTION LLC NEVADA, IA		4 CONCRETE TECHNOLOGIES INC GRIMES, IA		5 ROGNES CORP ANKENY, IA		6 ABSOLUTE CONCRETE CONST INC., SLATER, IA	
ITEM	DESCRIPTION	UNIT	DIV 1 QUANTITY (ELIGIBLE)	DIV 2 QUANTITY (INELIGIBLE)	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	TRAFFIC CONTROL																		
8.1	Pavement Markings, Durable	STA	144.6		144.6	\$ 130.00	\$ 18,798.00	\$ 105.00	\$ 15,183.00	\$ 102.00	\$ 14,749.20	\$ 100.00	\$ 14,460.00	\$ 98.50	\$ 14,243.10	\$ 95.00	\$ 13,737.00	\$ 95.00	\$ 13,737.00
8.2	Wet Retroreflective Removable Tape Markings	STA	75.2		75.2	\$ 130.00	\$ 9,776.00	\$ 125.00	\$ 9,400.00	\$ 122.00	\$ 9,174.40	\$ 120.00	\$ 9,024.00	\$ 227.00	\$ 17,070.40	\$ 219.00	\$ 16,468.80	\$ 219.00	\$ 16,468.80
8.3	Painted Symbols and Legends, Durable	EA	18		18	\$ 156.00	\$ 2,808.00	\$ 390.00	\$ 7,020.00	\$ 380.00	\$ 6,840.00	\$ 380.00	\$ 6,840.00	\$ 155.00	\$ 2,790.00	\$ 150.00	\$ 2,700.00	\$ 150.00	\$ 2,700.00
8.4	Pavement Markings, Removed	STA	32		32	\$ 265.00	\$ 8,480.00	\$ 62.00	\$ 1,984.00	\$ 61.00	\$ 1,952.00	\$ 60.00	\$ 1,920.00	\$ 78.00	\$ 2,496.00	\$ 75.00	\$ 2,400.00	\$ 75.00	\$ 2,400.00
8.5	Grooves Cut for Pavement Markings	STA	123		123	\$ 50.00	\$ 6,150.00	\$ 78.00	\$ 9,594.00	\$ 76.00	\$ 9,348.00	\$ 76.00	\$ 9,348.00	\$ 46.50	\$ 5,719.50	\$ 45.00	\$ 5,535.00	\$ 45.00	\$ 5,535.00
8.6	Grooves Cut for Symbols and Legends	EA	18		18	\$ 150.00	\$ 2,700.00	\$ 180.50	\$ 3,249.00	\$ 178.00	\$ 3,204.00	\$ 177.00	\$ 3,186.00	\$ 103.50	\$ 1,863.00	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00
8.7	Temporary Traffic Control	LS	1		1	\$ 8,000.00	\$ 8,000.00	\$ 19,000.00	\$ 19,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,385.00	\$ 18,385.00	\$ 20,600.00	\$ 20,600.00	\$ 19,900.00	\$ 19,900.00	\$ 25,000.00	\$ 25,000.00
8.8	Traffic Signing	LS	1		1	\$ 6,000.00	\$ 6,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,050.00	\$ 4,050.00	\$ 4,000.00	\$ 4,000.00	\$ 4,970.00	\$ 4,970.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
8.9	Flaggers	CDAY	20		20	\$ 450.00	\$ 9,000.00	\$ 600.00	\$ 12,000.00	\$ 450.00	\$ 9,000.00	\$ 760.00	\$ 15,200.00	\$ 525.00	\$ 10,500.00	\$ 1,000.00	\$ 20,000.00	\$ 650.00	\$ 13,000.00
8.10	Temporary Concrete Barrier Rail	LF	2168		2168	\$ 28.00	\$ 60,704.00	\$ 14.25	\$ 30,894.00	\$ 14.00	\$ 30,352.00	\$ 14.00	\$ 30,352.00	\$ 12.50	\$ 27,100.00	\$ 12.00	\$ 26,016.00	\$ 12.00	\$ 26,016.00
8.11	Portable Dynamic Message Signs	CDAY	15		15	\$ 200.00	\$ 3,000.00	\$ 185.00	\$ 2,775.00	\$ 178.00	\$ 2,670.00	\$ 180.00	\$ 2,700.00	\$ 155.00	\$ 2,325.00	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00
8.12	Safety Edging	LF	260		260	\$ 35.00	\$ 9,100.00	\$ 51.00	\$ 13,260.00	\$ 5.75	\$ 1,495.00	\$ 10.00	\$ 2,600.00	\$ 16.75	\$ 4,355.00	\$ 10.00	\$ 2,600.00	\$ 100.00	\$ 26,000.00
	SITE WORK AND LANDSCAPING																		
9.1	Conventional Seeding and Fertilizing, Permanent, Type 1	AC	13.2		13.2	\$ 1,500.00	\$ 19,800.00	\$ 1,700.00	\$ 22,440.00	\$ 2,250.00	\$ 29,700.00	\$ 1,700.00	\$ 22,440.00	\$ 2,285.00	\$ 30,162.00	\$ 1,650.00	\$ 21,780.00	\$ 2,700.00	\$ 35,640.00
9.2	Seeding and Fertilizing, Hydraulic, Temporary, Type 5	AC	13.2		13.2	\$ 2,800.00	\$ 36,960.00	\$ 1,550.00	\$ 20,460.00	\$ 2,550.00	\$ 33,660.00	\$ 1,515.00	\$ 19,998.00	\$ 2,600.00	\$ 34,320.00	\$ 1,500.00	\$ 19,800.00	\$ 750.00	\$ 9,900.00
9.3	Hydromulching, Bonded Fiber Matrix	AC	29.8		29.8	\$ 2,700.00	\$ 80,460.00	\$ 2,900.00	\$ 86,420.00	\$ 2,050.00	\$ 61,090.00	\$ 2,830.00	\$ 84,334.00	\$ 2,090.00	\$ 62,282.00	\$ 2,800.00	\$ 83,440.00	\$ 3,000.00	\$ 89,400.00
9.4	Filter Socks, 12 Inch, Installation	LF	4010		4010	\$ 2.30	\$ 9,223.00	\$ 3.00	\$ 12,030.00	\$ 2.80	\$ 11,228.00	\$ 2.50	\$ 10,025.00	\$ 2.85	\$ 11,428.50	\$ 2.50	\$ 10,025.00	\$ 3.50	\$ 14,035.00
9.5	Filter Socks, 12 Inch, Removal	LF	4010		4010	\$ 0.30	\$ 1,203.00	\$ 0.25	\$ 1,002.50	\$ 0.50	\$ 2,005.00	\$ 0.10	\$ 401.00	\$ 0.55	\$ 2,205.50	\$ 0.10	\$ 401.00	\$ 0.40	\$ 1,604.00
9.6	Temporary RECP, Type 2.C	SQ	203		203	\$ 13.00	\$ 2,639.00	\$ 22.00	\$ 4,466.00	\$ 10.25	\$ 2,080.75	\$ 21.00	\$ 4,263.00	\$ 10.50	\$ 2,131.50	\$ 21.00	\$ 4,263.00	\$ 4.00	\$ 812.00
9.7	Check Dam, Rock	TON	50		50	\$ 50.00	\$ 2,500.00	\$ 90.00	\$ 4,500.00	\$ 65.00	\$ 3,250.00	\$ 97.00	\$ 4,850.00	\$ 67.25	\$ 3,362.50	\$ 65.00	\$ 3,250.00	\$ 85.00	\$ 4,250.00
9.8	Rip Rap, Class E	TON	175		175	\$ 66.00	\$ 11,550.00	\$ 90.00	\$ 15,750.00	\$ 65.00	\$ 11,375.00	\$ 111.00	\$ 19,425.00	\$ 88.00	\$ 15,400.00	\$ 72.00	\$ 12,600.00	\$ 85.00	\$ 14,875.00
9.9	Silt Fence, Installation	LF	1406		1406	\$ 1.70	\$ 2,390.20	\$ 1.75	\$ 2,460.50	\$ 2.05	\$ 2,882.30	\$ 1.50	\$ 2,109.00	\$ 2.10	\$ 2,952.60	\$ 1.50	\$ 2,109.00	\$ 1.75	\$ 2,460.50
9.10	Silt Fence Ditch Check, Installation	LF	444		444	\$ 1.70	\$ 754.80	\$ 1.75	\$ 777.00	\$ 2.55	\$ 1,132.20	\$ 1.50	\$ 666.00	\$ 2.75	\$ 1,221.00	\$ 1.50	\$ 666.00	\$ 1.75	\$ 777.00
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	3700		3700	\$ 0.15	\$ 555.00	\$ 0.50	\$ 1,850.00	\$ 0.50	\$ 1,850.00	\$ 0.50	\$ 1,850.00	\$ 0.55	\$ 2,035.00	\$ 0.50	\$ 1,850.00	\$ 0.05	\$ 185.00
9.12	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	1850		1850	\$ 0.15	\$ 277.50	\$ 0.10	\$ 185.00	\$ 0.50	\$ 925.00	\$ 0.10	\$ 185.00	\$ 0.55	\$ 1,017.50	\$ 0.05	\$ 92.50	\$ 0.05	\$ 92.50
9.13	Stabilized Construction Entrance	SY	106		106	\$ 20.00	\$ 2,120.00	\$ 81.50	\$ 8,639.00	\$ 45.00	\$ 4,770.00	\$ 56.00	\$ 5,936.00	\$ 33.25	\$ 3,524.50	\$ 55.00	\$ 5,830.00	\$ 79.00	\$ 8,374.00
9.14	Inlet Protection Device, Drop In, Grate Intake	EA	37		37	\$ 350.00	\$ 12,950.00	\$ 129.00	\$ 4,773.00	\$ 95.00	\$ 3,515.00	\$ 126.00	\$ 4,662.00	\$ 101.00	\$ 3,737.00	\$ 125.00	\$ 4,625.00	\$ 190.00	\$ 7,030.00
9.15	Inlet Protection Device, Maintenance	EA	37		37	\$ 30.00	\$ 1,110.00	\$ 26.00	\$ 962.00	\$ 15.00	\$ 555.00	\$ 25.00	\$ 925.00	\$ 16.75	\$ 619.75	\$ 25.00	\$ 925.00	\$ 40.00	\$ 1,480.00
	MISCELLANEOUS																		
11.1	Mobilization	LS	0.8	0.2	1	\$ 60,000.00	\$ 60,000.00	\$ 87,000.00	\$ 87,000.00	\$ 50,000.00	\$ 50,000.00	\$ 105,799.00	\$ 105,799.00	\$ 89,000.00	\$ 89,000.00	\$ 55,000.00	\$ 55,000.00	\$ 150,000.00	\$ 150,000.00
11.2	Concrete Washout, Roll-off Container	LS	1		1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,555.00	\$ 5,555.00	\$ 6,125.00	\$ 6,125.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
TOTAL BID:						\$ 2,240,491.50		\$ 2,500,025.00		\$ 2,589,231.35		\$ 2,619,000.00		\$ 2,643,669.80		\$ 2,648,868.25		\$ 2,699,500.80	
BID SECURITY:								10%		10%		10%		10%		10%		10%	
ADDENDUM No. 1								YES		YES		YES		YES		YES		YES	
TSB Worksheet Included:								YES		YES		YES		YES		NO		YES	
TSB Usage:								\$0		\$0		\$0		\$9,962.60		Not Available		\$9,962.60	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE CROSSWINDS DRIVE RISE - PHASE 2", 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 CROSSWINDS DRIVE RISE -
PHASE 2

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 Crosswinds Drive RISE - Phase 2, described in the plans and specifications heretofore adopted by this Council on January 3, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sternquist Construction of Indianola, Iowa

Amount of bid: \$2,500,025.00

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 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE CROSSWINDS DRIVE RISE - PHASE 2", 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 CROSSWINDS DRIVE RISE - PHASE
2

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 Crosswinds Drive RISE - Phase 2, 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: **Sternquist Construction** of **Indianola, Iowa**

Amount of bid: **\$2,500,025.00**

Bond surety: _____

Date of bond: _____

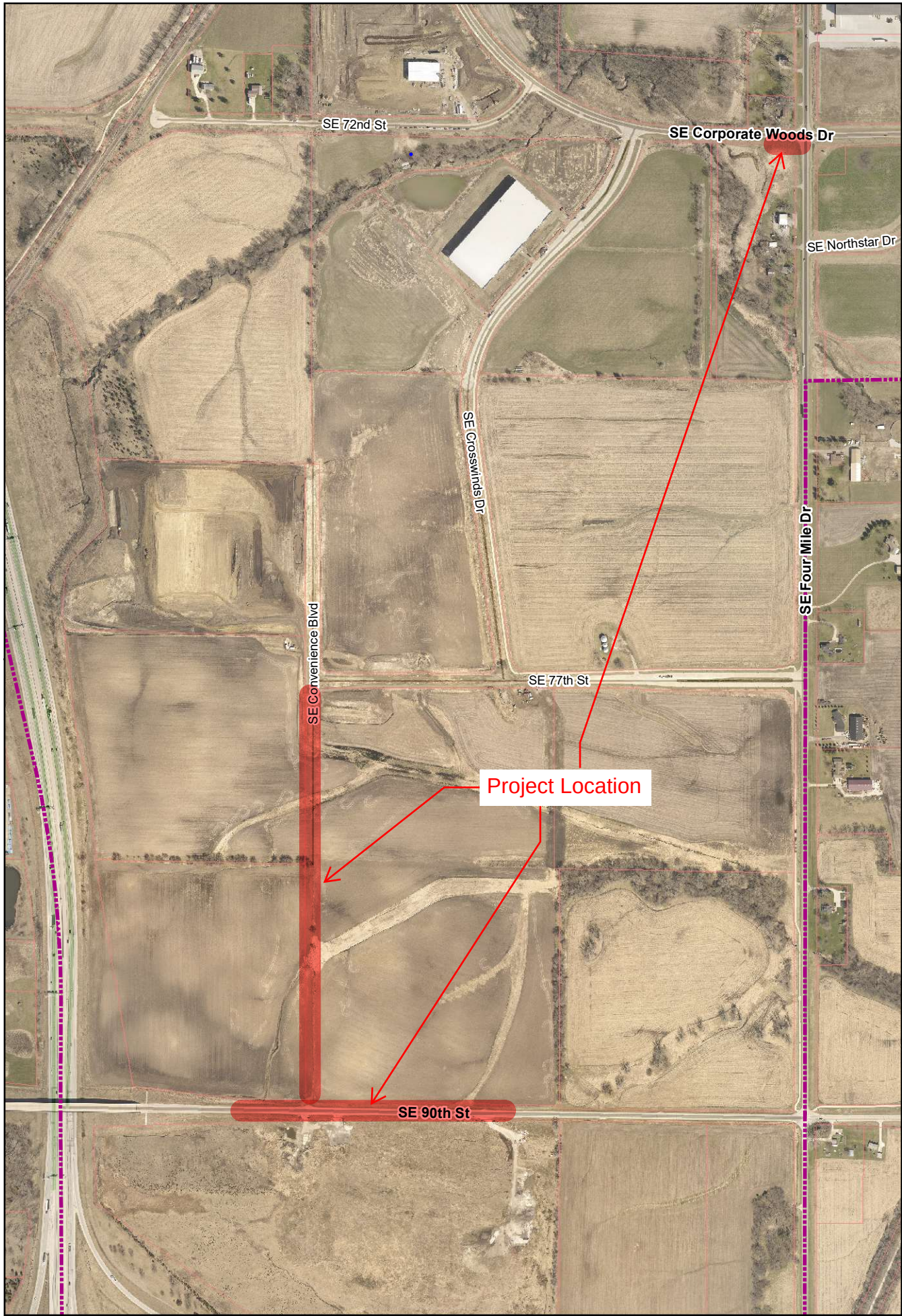
Portion of project: **All construction work**

PASSED AND APPROVED this 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk



2022 - SE Crosswinds RISE - Phase 2
Map is for Locational Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at Ankeny City Hall this 3rd 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 Sternquist Construction, 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 CROSSWINDS DRIVE RISE – PHASE 2

The SE Crosswinds Drive RISE – Phase 2 project includes construction of PCC pavement, related storm sewer, sanitary sewer, water main extension, subdrain, earthwork, ditching, and SWPP 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.

The construction improvements include approximately 10,462 SY of 9" PCC pavement, 1,118 SY of 9" PCC pavement widening, 475 SY of 10" PCC pavement widening, 1,849 LF of 8" PVC sanitary sewer, 2,325 LF of 10" PVC C900 water main, 1,294 LF of 12" PVC C900 water main, 2,559 LF of RCP storm sewer, 29,416 CY of Class 10 excavation, subgrade preparation, modified subbase, subdrain and construction of sidewalk ramps. Other associated improvements include traffic control, erosion control, 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 TWO MILLION FIVE HUNDRED THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$2,500,025.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to substantially complete the project as described in the Notice to Bidders and Notice of Public Hearing as follows:

Work Area A: SE Corporate Woods Right Turn Lane – Contractor shall substantially complete SE Corporate Woods Drive Right Turn Lane – from the start of work impacting traffic to completion of paving operations within **thirty-five (35) working days**. Substantially complete shall be defined as all utility, grading, and pavement construction being completed, with the new streets, grading, and pavement markings, being fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

Work Area B: SE 90th Widening and Left Turn Lane: Contractor shall substantially complete SE 90th Street – from the start of work impacting traffic to completion of paving operations within **fifty (50) working days**. Substantially complete shall be defined as all utility, grading, and pavement construction being completed, with the new streets, grading, and pavement markings, being fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

General: The Contractor shall fully complete the project within **one hundred twenty (120) working days** after the project has been substantially completed for both stages. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

CONTRACTOR:

Sterquist Construction
Contractor

By:  _____

Signature

PRESIDENT

Title

1110 N 14th Street

Street Address

Indianola, IA 50125

City, State, Zip Code

515-961-8127

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 4 6 - 7 1 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)
Polk) SS
County)

On this 29th day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dr. H. Stenquist and _____, to me known, who, being by me duly sworn, did say that they are the 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 Dr. H. Stenquist and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Dr. H. Stenquist

Kathy Dozler
Notary Public in and for the State of IOWA
My commission expires August 22, 2022



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	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
2	EARTHWORK						
2.01	Clearing and Grubbing	LS	1		1	\$ 5,700.00	\$ 5,700.00
2.02	Topsoil, On-site, 6 Inch Depth, Strip and Place	CY	4862		4862	\$ 10.00	\$ 48,620.00
2.03	Topsoil, On-Site, 6 Inch Depth, Strip and Stockpile	CY	741		741	\$ 10.50	\$ 7,780.50
2.04	Excavation, Class 10	CY	29416		29416	\$ 2.75	\$ 80,894.00
2.05	Below Grade Excavation (Core Out)	CY	460		460	\$ 67.00	\$ 30,820.00
2.06	Subgrade Preparation, 12 Inch Depth	SY	13656		13656	\$ 3.25	\$ 44,382.00
2.07	Subbase, Modified, 6 Inch Depth	SY	13656		13656	\$ 11.00	\$ 150,216.00
2.08	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00
2.09	Granular Shoulder, Type A, 9 Inch Depth	TN	265		265	\$ 51.50	\$ 13,647.50
	TRENCH EXCAVATION & BACKFILL						
3.01	Trench Compaction Testing	LS	0.3	0.7	1	\$ 10,900.00	\$ 10,900.00
	SEWERS & DRAINS						
4.01	Sanitary Sewer Gravity Main, PVC, Trenched, 8 Inch	LF		1849	1849	\$ 58.75	\$ 108,628.75
4.02	Sanitary Sewer Service Stub, PVC, 6 Inch	LF		78	78	\$ 51.50	\$ 4,017.00
4.03	Storm Sewer, RCP CI III, 12 Inch	LF	9		9	\$ 190.50	\$ 1,714.50
4.04	Storm Sewer, RCP CI III, 15 Inch	LF	809		809	\$ 52.50	\$ 42,472.50
4.05	Storm Sewer, RCP CI III, 18 Inch	LF	64		64	\$ 54.50	\$ 3,488.00
4.06	Storm Sewer, RCP CI III, 24 Inch	LF	1132		1132	\$ 70.00	\$ 79,240.00
4.07	Storm Sewer, RCP CI III, 30 Inch	LF	378		378	\$ 97.00	\$ 36,666.00
4.08	Storm Sewer, RCP CI III, 36 Inch	LF	167		167	\$ 126.75	\$ 21,167.25
4.09	Pipe Culvert, Trenched, Concrete, 24 In	LF	9		9	\$ 443.00	\$ 3,987.00
4.10	Pipe Aprons with Footing and Guard, 18 Inch	EA	1		1	\$ 2,600.00	\$ 2,600.00

ITEM NO.	ITEM	UNIT	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
4.11	Pipe Aprons with Footing and Guard, 24 Inch	EA	3		3	\$ 3,200.00	\$ 9,600.00
4.12	Pipe Aprons with Footing and Guard, 36 Inch	EA	1		1	\$ 4,700.00	\$ 4,700.00
4.13	Removal of Pipe Apron, CMP, 24 In Dia	EA	2		2	\$ 257.50	\$ 515.00
4.14	Removal of Pipe Apron, Concrete, 24 In Dia	EA	1		1	\$ 515.00	\$ 515.00
4.15	Subdrain, Type C-1, 6 Inch Dia	LF	4593		4593	\$ 16.50	\$ 75,784.50
4.16	Subdrain Cleanouts, Type A-1, DR-305	EA	3		3	\$ 463.50	\$ 1,390.50
4.17	Subdrain Connections and Outlets, 6 Inch Dia, DR-303	EA	39		39	\$ 412.00	\$ 16,068.00
4.18	Removal of Subdrain	LF	315		315	\$ 5.25	\$ 1,653.75
	WATER MAINS & APPURTENANCES						
5.01	Water Main, Trenched, PVC C900, 10 Inch	LF		2409	2409	\$ 56.75	\$ 136,710.75
5.02	Water Main, Trenched, PVC C900, 12 Inch	LF		1294	1294	\$ 72.25	\$ 93,491.50
5.03	Fitting, Reducer, 10" x 6"	EA		1	1	\$ 645.00	\$ 645.00
5.04	Fitting, Reducer, 12" x 6"	EA		1	1	\$ 725.00	\$ 725.00
5.05	Fitting, Reducer, 12" x 10"	EA		1	1	\$ 955.00	\$ 955.00
5.06	Fitting, Tee, 10"x10"	EA		2	2	\$ 1,725.25	\$ 3,450.50
5.07	Fitting, Tee, 12"x12"x10"	EA		1	1	\$ 2,060.00	\$ 2,060.00
5.08	Valve, Gate, 10 Inch	EA		5	5	\$ 3,090.00	\$ 15,450.00
5.09	Valve, Gate, 12 Inch	EA		2	2	\$ 3,710.00	\$ 7,420.00
5.10	Fire Hydrant Assembly	EA		8	8	\$ 6,910.00	\$ 55,280.00
5.11	Flushing Device, Hydrant	EA		2	2	\$ 4,635.00	\$ 9,270.00
5.12	Flushing Device, 2 Inch Dia	EA		2	2	\$ 1,030.00	\$ 2,060.00
5.13	Hydrant Assembly or Flushing Device Removal	EA		1	1	\$ 618.00	\$ 618.00
5.14	Water Main Connection	EA		1	1	\$ 2,060.00	\$ 2,060.00
5.15	Reconstruct Valve Box	EA		1	1	\$ 1,236.00	\$ 1,236.00
	STRUCTURES FOR SANITARY & STORM SEWERS						
6.01	Manhole, SW-301, 48 Inch	EA		6	6	\$ 4,635.00	\$ 27,810.00
6.02	Intake, SW-501	EA	1		1	\$ 3,399.00	\$ 3,399.00
6.03	Intake, SW-505	EA	9		9	\$ 4,532.00	\$ 40,788.00

ITEM NO.	ITEM	UNIT	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
6.04	Intake, SW-506	EA	9		9	\$ 7,416.00	\$ 66,744.00
6.05	Remove Sanitary Sewer Cleanout	EA		1	1	\$ 1,236.00	\$ 1,236.00
6.06	Remove Manhole or Intake	EA	1		1	\$ 1,648.00	\$ 1,648.00
	STREETS & RELATED WORK						
7.01	PCC Pavement, 9 Inch Depth	SY	10462		10462	\$ 61.00	\$ 638,182.00
7.02	PCC Pavement Samples and Testing	LS	1		1	\$ 6,500.00	\$ 6,500.00
7.03	PCC Pavement Widening, 9 Inch Depth	SY	1118		1118	\$ 67.00	\$ 74,906.00
7.04	PCC Pavement Widening, 10 Inch Depth	SY	475		475	\$ 87.00	\$ 41,325.00
7.05	Pavement Removal, HMA	SY	460		460	\$ 43.50	\$ 20,010.00
7.06	Pavement Removal, PCC	SY	224		224	\$ 31.00	\$ 6,944.00
7.07	Remove Granular Shoulder and Granular Surfacing	SY	717		717	\$ 7.25	\$ 5,198.25
7.08	PCC Sidewalk, 4 Inch	SY	67		67	\$ 45.00	\$ 3,015.00
7.09	PCC Sidewalk, 6 Inch	SY	16		16	\$ 100.00	\$ 1,600.00
7.10	Detectable Warnings	SF	32		32	\$ 50.00	\$ 1,600.00
7.11	Granular Surfacing, 8 Inch Depth	TN	51		51	\$ 54.75	\$ 2,792.25
7.12	Temporary Granular Surfacing, Class C	TN	66		66	\$ 69.00	\$ 4,554.00
7.13	Sidewalk Assurance Testing	LS	1		1	\$ 500.00	\$ 500.00
	TRAFFIC CONTROL						
8.01	Pavement Markings, Durable	STA	144.6		144.6	\$ 105.00	\$ 15,183.00
8.02	Wet Retroreflective Removable Tape Markings	STA	75.2		75.2	\$ 125.00	\$ 9,400.00
8.03	Painted Symbols and Legends, Durable	EA	18		18	\$ 390.00	\$ 7,020.00
8.04	Pavement Markings, Removed	STA	32		32	\$ 62.00	\$ 1,984.00
8.05	Grooves Cut for Pavement Markings	STA	123		123	\$ 78.00	\$ 9,594.00
8.06	Grooves Cut for Symbols and Legends	EA	18		18	\$ 180.50	\$ 3,249.00
8.07	Temporary Traffic Control	LS	1		1	\$ 19,000.00	\$ 19,000.00
8.08	Traffic Signing	LS	1		1	\$ 4,100.00	\$ 4,100.00
8.09	Flaggers	C DAY	20		20	\$ 600.00	\$ 12,000.00
8.10	Temporary Concrete Barrier Rail	LF	2168		2168	\$ 14.25	\$ 30,894.00

ITEM NO.	ITEM	UNIT	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
8.11	Portable Dynamic Message Signs	CDAY	15		15	\$ 185.00	\$ 2,775.00
8.12	Safety Edging	LF	260		260	\$ 51.00	\$ 13,260.00
	SITE WORK & LANDSCAPING						
9.01	Conventional Seeding and Fertilizing, Permanent, Type 1	AC	13.2		13.2	\$ 1,700.00	\$ 22,440.00
9.02	Seeding and Fertilizing, Hydraulic, Temporary, Type 5	AC	13.2		13.2	\$ 1,550.00	\$ 20,460.00
9.03	Hydromulching, Bonded Fiber Matrix	AC	29.8		29.8	\$ 2,900.00	\$ 86,420.00
9.04	Filter Socks, 12 Inch, Installation	LF	4010		4010	\$ 3.00	\$ 12,030.00
9.05	Filter Socks, 12 Inch, Removal	LF	4010		4010	\$ 0.25	\$ 1,002.50
9.06	Temporary RECP, Type 2.C	SQ	203		203	\$ 22.00	\$ 4,466.00
9.07	Check Dam, Rock	TON	50		50	\$ 90.00	\$ 4,500.00
9.08	Rip Rap, Class E	TON	175		175	\$ 90.00	\$ 15,750.00
9.09	Silt Fence, Installation	LF	1406		1406	\$ 1.75	\$ 2,460.50
9.10	Silt Fence Ditch Check, Installation	LF	444		444	\$ 1.75	\$ 777.00
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	3700		3700	\$ 0.50	\$ 1,850.00
9.12	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	1850		1850	\$ 0.10	\$ 185.00
9.13	Stabilized Construction Entrance	TON	106		106	\$ 81.50	\$ 8,639.00
9.14	Inlet Protection Device, Drop In, Grate Intake	EA	37		37	\$ 129.00	\$ 4,773.00
9.15	Inlet Protection Device, Maintenance	EA	37		37	\$ 26.00	\$ 962.00
	MISCELLANEOUS					\$	\$
11.01	Mobilization	LS	0.8	0.2	1	\$ 87,000.00	\$ 87,000.00
11.02	Concrete Washout, Roll-off Container	LS	1		1	\$ 5,500.00	\$ 5,500.00

TOTAL AMOUNT BID:

\$ 2,500,025.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Sternquist Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the City of Ankeny, Iowa, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of TWO MILLION FIVE HUNDRED THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$2,500,025.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 3rd day of January, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SE CROSSWINDS DRIVE RISE – PHASE 2

The SE Crosswinds Drive RISE – Phase 2 project includes construction of PCC pavement, related storm sewer, sanitary sewer, water main extension, subdrain, earthwork, ditching, and SWPP 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.

The construction improvements include approximately 10,462 SY of 9" PCC pavement, 1,118 SY of 9" PCC pavement widening, 475 SY of 10" PCC pavement widening, 1,849 LF of 8" PVC sanitary sewer, 2,325 LF of 10" PVC C900 water main, 1,294 LF of 12" PVC C900 water main, 2,559 LF of RCP storm sewer, 29,416 CY of Class 10 excavation, subgrade preparation, modified subbase, subdrain and construction of sidewalk ramps. Other associated improvements include traffic control, erosion control, 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 3rd day of January, 20 22.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Sternquist Construction, Inc.

Contractor

By: 

Signature

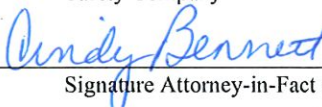
PRESIDENT

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: 

Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact & Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of August, 2021.

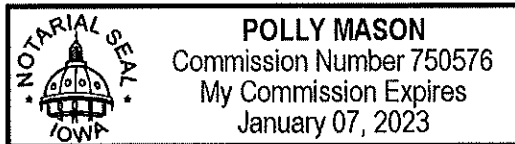


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of August, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Polly Mason
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of January, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2021

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 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 INSURED Sternquist Construction, Inc 1110 N 14th Street Indianola, IA 50125	1-800-247-7756	CONTACT NAME: Lisa Johnson PHONE (A/C, No, Ext): FAX (A/C, No): 515-221-8765 E-MAIL: ADDRESS: ljohnson@holmesmurphy.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: UNITED FIRE & CAS CO		13021
INSURER B: LAFAYETTE INS CO		18295
INSURER C: CHUBB NATL INS CO		10052
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 63949867

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			60429025	04/01/21	04/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60429025	04/01/21	04/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			60429025	04/01/21	04/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	30303590	04/01/21	04/01/22	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine			60429025	04/01/21	04/01/22	Leased/Rented Equi 175,000
A	Property			60429025	04/01/21	04/01/22	Building & PP 1,435,600
C	Pollution			G24745442	04/01/21	04/01/22	Limit Liability 1,000,000

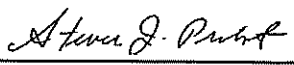
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

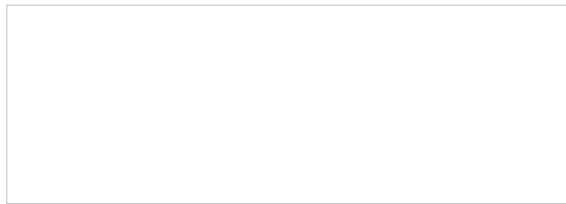
RE: SE Crosswinds Drive Rise - Phase 2

Governmental Immunities Endorsement applies in favor of the City of Ankeny on the general liability and automobile policies if required by written contract. City of Ankeny is additional insured on the general liability and automobile policies if required by written contract. Additional insured status is provided on a primary and non-contributory basis if required by written contract.

Waiver of subrogation applies in favor of the additional insureds on the general liability, automobile, and workers comp policies if required by written contract. Umbrella is follow form for additional insured and waiver of sub.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 410 W First St Ankeny, IA 50023-1751 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ANKENY CITY COUNCIL

City Council Agenda

January 3, 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 December 20, 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:

Click to download

 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, December 20, 2021 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

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

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

APPROVAL OF AGENDA

1. Council Member Perry moved, Holm seconded, to approve and accept the December 20, 2021 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2021-59. Mayor Lorenz announced that this is the time and place for a public hearing on the matter of a proposed development agreement between the City of Ankeny and Opus Development Company, LLC related to business expansion. The Notice of Hearing on this proposal was published in the Des Moines Register on the 10th day of December, 2021.

Derek Lord, Director of Economic Development, reported that Opus Development Company is constructing an approx. 296,000 square foot spec warehouse/distribution facility on approximately 25 acres at 7400 SE Convenience Blvd. in the Crosswinds Business Park. As part of their project, Opus will construct approx. 1,400 linear feet of public roadway and associated infrastructure, approximately 850 linear feet of which they would not be required to construct as part of their development. The amount of incentives in the proposed development agreement is tied to the cost to complete the section of road that connects SE Convenience Blvd. to SE Crosswinds Drive, which is the missing section of roadway that will connect the north side of Crosswinds with the south side of Crosswinds. The adjacent property owners will provide necessary right-of way and adjacent businesses support to this improvement as it facilitates improved access through the area.

Mayor Lorenz then asked for any public comment regarding the proposed development. Hearing no comments, Council Member Whiting moved, Perry seconded, to close public hearing 2021-59. Ayes: 5.

2. PH 2021-60. Mayor Lorenz announced that this is the time and place for a public hearing on the matter of the acquisition of property and property interests for the public improvement to be known as the NE 36th Street Reconstruction Project – Interstate 35 to NE Four Mile Drive Project. Notice of this hearing was published in the Des Moines Register on the 3rd day of December, 2021 and notices were mailed as required by law.

Mark Mueller, Director of Public Works, reported that the action before the Council is to hold a Public Hearing to allow affected property owners the opportunity to present their views regarding the proposed acquisition of property and property interests for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive. Further action includes consideration of a Resolution approving the commencement of the public improvement including negotiations to facilitate the acquisition of fee title, permanent easements, and temporary easements for the project.

Mayor Lorenz then asked for any public comment regarding the proposed acquisitions. Hearing no comments, Council Member Holm moved, Whiting seconded, to close public hearing 2021-60. Ayes: 5.

3. PH 2021-61. Mayor Lorenz announced that this is the time and place for a public hearing on the proposed Ordinance 2091, amending Chapter 3 Voting Precincts of the Ankeny Municipal Code as required by Chapter 49 of the State of Iowa Code. The Notice of Hearing on this item was published in the Des Moines Register on the 10th day of December, 2021.

Eric Jensen, Director of Community Development, announced that the City of Ankeny is required by Chapter 49 of the State of Iowa to recognize population changes associated with the population count completed in the 2020 United States Census. The population growth for the City from 45,582 in 2010 to 67,877 in 2020 leads to a proposed plan to revise the number of precincts from the current 15 to a new total of 22 in order to ensure that the population per precinct does not exceed 3,500 people. The reprecincting process will require an amendment to Chapter 3 of the Ankeny Municipal Code governing voting precincts within the City.

Mayor Lorenz then asked for any public comment regarding the proposed Ordinance amendment. Hearing no comments, Council Member Perry moved, Bentz seconded, to close public hearing 2021-61. Ayes: 5.

4. PH 2021-62. Mayor Lorenz announced that this is the time and place for a public hearing on the proposed 2022-2026 Capital Improvement Program. A notice of hearing was published in the Des Moines Register on December 10, 2021.

David Jones, City Manager, reported that for 2022-2026, the capital improvement program totals \$164,859,111. Of this total, 52% is identified for transportation projects, 38% for municipal utilities (water, sewer and storm water) projects, 4% for municipal buildings, 3% for parks and 3% for sidewalks/trails.

Mayor Lorenz then asked for any public comment regarding the proposed CIP. Hearing no comments, Council Member Holm moved, Perry seconded, to close public hearing 2021-62. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of December 6, 2021, as published.
2. Receive and file minutes of the Park Board meeting on October 25, 2021.
3. Receive and file minutes of the Plan and Zoning Commission meeting of November 16, 2021.
4. Receive and file minutes of the Civil Service Commission meeting on October 11, 2021
5. Receive and file minutes of the Cultural Arts meeting of October 21, 2021.

Licenses and Permits

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

Finance/Budget

7. Receive and file Financial Reports for November 2021.
8. Receive and file Building Permit Report for November 2021.
9. Receive and file Utility Billing Report for November 2021.
10. Change Order #1 decreasing the contract amount by \$2,156.25 to Elder Corporation, for construction services on the 2021 Saylor Creek Repairs & Restoration project.

11. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$67,900.00 with HR Green, Inc. for construction services on the Otter Creek Sanitary Sewer Improvements - Phase 3 project.
12. Amendment No. 8 to the professional services agreement increasing the contract amount by \$15,000.00 with Shive-Hattery for construction administration services needed on the Albaugh Senior Community Center project.
13. Change Order #2 increasing the contract amount by \$17,530.00 to Spring Lake Construction, LLC, for construction services on the NW Northlawn Area Utility Improvements-Phase 1 project.
14. Payment #21 in the amount of \$21,584.30 to Civil Design Advantage for engineering services on the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.
15. Payment #4 in the amount of \$160,802.82 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
16. Payment #2 in the amount of \$42,090.24 to Elder Corporation, for construction services on the Saylor Creek Repairs and Restoration project.
17. Payment #8 in the amount of \$90,901.20 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.
18. Payment #6 in the amount of \$176,402.47 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to Four Mile Road.
19. Payment #5 in the amount of \$5,312.62 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
20. Payment #3 in the amount of \$17,899.64 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
21. Payment #17 in the amount of \$3,397.50 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
22. Payment #8 in the amount of \$24,730.40 to Spring Lake Construction LLC, for construction services on the NW Northlawn Area Utility Improvements - Phase 1 project.
23. December 20, 2021 Accounts Payable. General Fund 221,839.73; Hotel Motel Tax Fund 299,520.79; Road Use Tax Fund 85,228.08; Tax Increment Financing Fund 88,298.00; Police/Fire Pension Fund 6,001.19; Library Foundation Fund 769.67; Solid Waste Fund 30,370.63; Water Fund 617,668.55; Sewer Fund 548,686.02; Stormwater Fund 24,104.99; Golf Course Fund 5,264.22; Enterprise Project Funds 190,936.06; Revolving Fund 20,071.31; Risk Management Fund 55,745.28; Capital Projects Funds 439,630.13; Payroll Totals 1,197,647.35; Service Transfers/ACH Drafts (181,071.68); Agenda Payments Approved Separately (572,511.94). Grand Total \$ 3,078,198.38.
24. **RESOLUTION 2021-444** accepting and authorizing the Mayor to execute a grant agreement in the amount of \$200,000 for participation funding in the Rock Creek Greenway Development project through the State of Iowa Resource Enhancement and Protection Program (REAP).

Personnel Items

25. Consider motion to accept the Civil Service Commission certified lists for appointment to:
 - Code Enforcement Officer I - Community Development Department
 - Utilities Operator Water - Municipal Utilities Department
 - Customer Service Supervisor - Finance Department
 - Division Chief-Community Risk Reduction (promotional) - Fire Department subject to passing any further departmental requirements.

Community Development

26. **RESOLUTION 2021-445** providing for the notice and hearing of the City Council of the City of Ankeny to rezone certain property owned by Dan and Beverly Jury, located north of NW 18th St and east of NW Abbie Drive. (date of hrg: 1/3/22 @ 5:30 P.M.)

27. **RESOLUTION 2021-446** accepting final plat, letter of credit for erosion control, platted easements, warranty deed to streets, parkland dedication agreement and authorizing cost-participation for extensions and upsizing of public sanitary sewer and public water mains for Canyon Landing Plat 1.
28. **RESOLUTION 2021-447** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Stubbs Development and Lemar Koethe, located southwest of the intersection at NE 18th Street and NE 38th Street. (date of hrg: 1/3/22 @ 5:30 p.m.)
29. **RESOLUTION 2021-448** accepting final plat, platted easements, and letter of credit for erosion control for Villas at Prairie Trail Plat 4.
30. Approve Crosswinds Business Park - Neighborhood Plan #6.

Engineering

31. **RESOLUTION 2021-449** accepting maintenance bond for paving in Canyon Landing Plat 1.
32. **RESOLUTION 2021-450** accepting maintenance bond for (PCC) paving in Canyon Landing Plat 1.
33. **RESOLUTION 2021-451** accepting maintenance bond for water main, sanitary sewer and storm sewer in Canyon Landing Plat 1.
34. **RESOLUTION 2021-452** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (3625 NW Ash Drive - Johnson Trust)
35. **RESOLUTION 2021-453** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (740 NW 36th Street - Johnson Bros.)
36. **RESOLUTION 2021-454** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (520 NW 36th Street - Lutheran Church of Hope)
37. **RESOLUTION 2021-455** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (320 NW 36th Street - Kwik Trip, Inc.)
38. **RESOLUTION 2021-456** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (260 NW 36th Street - Autumn Crest Properties, LC)
39. **RESOLUTION 2021-457** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (3625 N Ankeny Boulevard – Central Iowa Hospital Corporation)
40. **RESOLUTION 2021-458** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (825 NW 36th Street - Prairie Ridge Church)

Capital Improvements

41. **NW 9th St & NW Greenwood St Storm Sewer Extension Project:** Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$6,442.50; b)

Certificate of Completion; c) **RESOLUTION 2021-459** accepting the public improvement with Halbrook Excavating in the amount of \$63,557.50; and d) Final Payment #2 in the amount of \$26,212.88; and Retainage Payment in the amount of \$3,177.87.

Administrative Items

42. **RESOLUTION 2021-460** amending existing terms for Library Board of Trustees
43. **RESOLUTION 2021-461** appointing council and staff to serve on various committees and boards.
44. Approve an amended grant agreement with Bravo Greater Des Moines for a six-month extension to complete the public art project along NW Irvinedale Drive and authorize the Mayor to execute the amended grant agreement.
45. Approve the Iowa Opioid Allocation Memorandum of Understanding and authorize the City Manager to execute and file said document, including Settlement Participation Forms.
46. Approve 2022 Parks & Recreation Department fees.

Approval of Consent Agenda Items

1. Council Member Whiting moved, second by Holm, to approve the recommendations for Consent Agenda Items CA-1 through CA-46. Ayes: Whiting, Holm, Bentz, Perry, Walter-Ashby.

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. (PH 2021-51). Council member Holm moved, Perry seconded, to amend the ordinance to include 4 flags rather than 3, and accept the first reading of Ordinance 2074. Ayes: Holm, Perry, Bentz, Walter-Ashby, Whiting.
2. **Ord 2079.** An Ordinance amending Chapter 175 Building Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the 2021 International Building Code with amendments.
3. **Ord 2080.** An Ordinance amending Chapter 182 Existing Building Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the 2021 International Existing Building Code with amendments.
4. **Ord 2081.** An Ordinance amending Chapter 180 Fire Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the 2021 International Fire Code with amendments.
5. **Ord 2082.** An Ordinance amending Chapter 181 Fuel Gas Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the 2021 International Fuel Gas Code with amendments.
6. **Ord 2083.** An Ordinance amending Chapter 176 Mechanical Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the State Mechanical Code.
7. **Ord 2084.** An Ordinance amending Chapter 178 Plumbing Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the State Plumbing Code.
8. **Ord 2085.** An Ordinance amending Chapter 177 Property Maintenance and Housing Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the 2021 International Property Maintenance Code with amendments.
9. **Ord 2086.** An Ordinance amending Chapter 183 Swimming Pool and Spa Code, of the Municipal Code of the City of Ankeny, Iowa, by adopting the 2021 International Swimming Pool and Spa Code with amendments.
10. **Ord 2087.** An Ordinance amending Chapter 184 Residential Code, of the Municipal Code the City of Ankeny, by adopting the 2021 International Residential Code with amendments. Council member Perry moved, Bentz seconded, to accept the third consideration of **Ordinances 2079-2087**, sending it on its final passage and publication as required by law. Ayes: Perry, Bentz, Holm, Walter-Ashby, Whiting.

11. **Ord 2088.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to liquor licenses and wine and beer permits. Council member Holm moved, Perry seconded, to accept the third consideration of Ordinance 2088, sending it on its final passage and publication as required by law. Ayes: Holm, Perry, Bentz, Walter-Ashby, Whiting.
12. **Ord 2089.** An Ordinance amending Chapter 157, Mailboxes, of the Municipal Code of the City of Ankeny, Iowa. Council member Perry moved, Bentz seconded, to accept the third consideration of Ordinance 2089, sending it on its final passage and publication as required by law. Ayes: Perry, Bentz, Holm, Walter-Ashby, Whiting.
13. **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, Perry seconded, to accept the second consideration of Ordinance 2090. Ayes: Whiting, Perry, Holm, Bentz, Walter-Ashby.
14. **Ord 2091.** An Ordinance amending Chapter 3, Voting Precincts, of the Municipal Code of the City of Ankeny, Iowa. (PH 2021-61) Council member Whiting moved, Holm seconded, to accept the first consideration of Ordinance 2091. Ayes: Whiting, Holm, Bentz, Perry, Walter-Ashby.
15. **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, Perry seconded, to accept the first consideration of Ordinance 2092. Ayes: Whiting, Perry, Bentz, Holm, Walter-Ashby.

NEW BUSINESS:

1. Proposed Development Agreement between the City of Ankeny and Opus Development Company, L.L.C. (PH 2021-59)
Council member Perry moved, Whiting seconded, to adopt **RESOLUTION 2021-462** approving a development agreement between the City of Ankeny and Opus Development Company, L.L.C. 2. Ayes: Perry, Whiting, Bentz, Holm, Walter-Ashby.
2. Proposed NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive (PH 2021-60)
Council member Whiting moved, second by Perry, to adopt **RESOLUTION 2021-463** approving and authorizing the acquisition of property and property interests for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive. Ayes: Whiting, Perry, Bentz, Holm, Walter-Ashby.
3. Proposed SE 3rd Street Utility Improvements - Phase 1 Initiate Proceedings
Council member Holm moved, Perry seconded, to adopt **RESOLUTION 2021-464** ordering construction on the SE 3rd Street Utility Improvements - Phase 1 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 1/11/22 @ 10:30 A.M. / date of hrg: 1/18/22 @ 5:30 P.M.) Ayes: Holm, Perry, Bentz, Walter-Ashby, Whiting.
4. Proposed Letter of Agreement between the Des Moines Airport Authority and the City of Ankeny
Council member Holm moved, Walter-Ashby seconded, to approve a Letter of Agreement between the Des Moines Airport Authority and the City of Ankeny. Ayes: Holm, Walter-Ashby, Bentz, Perry, Whiting.
5. Proposed NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard Initiate Proceedings
Council member Perry moved, Whiting seconded, to adopt **RESOLUTION 2021-465** ordering construction on the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 01/11/22 @ 10:30 AM date of hrg: 01/18/22 @ 5:30 PM) Ayes: Perry, Whiting, Bentz, Holm, Walter-Ashby.
6. 2022 SW Des Moines Street Parks Phase 1 Professional Services Agreement with Nilles Associates, Inc.
Council member Holm moved, Perry seconded, to approve the Professional Services Agreement with Nilles Associates, Inc. for design and bidding phase services on the SW Des Moines Street Parks Phase 1 Project in an amount not to exceed \$48,500.00 and authorize the Mayor to execute said Agreement. Ayes: Holm, Perry, Bentz, Walter-Ashby, Whiting.
7. Proposed 2022-2026 Capital Improvement Program (PH 2021-62)

Council member Perry moved, Whiting seconded, to adopt **RESOLUTION 2021-466** approving the 2022-2026 Capital Improvement Program. Ayes: Perry, Whiting, Bentz, Holm, Walter-Ashby.

8. Proposed Town and Country and the County and City Precinct Agreements with Polk County.
Council member Whiting moved, Perry seconded, to adopt **RESOLUTION 2021-467** approving the Town and Country Precinct Agreements with Polk County for Precinct Numbers 5, 10, 12, 13, 20, 21 and authorizing the mayor to execute the agreements on behalf of the City of Ankeny. Ayes: Whiting, Perry, Bentz, Holm, Walter-Ashby.
Council member Holm moved, Whiting seconded, to adopt **RESOLUTION 2021-468** approving the County and City Precinct Agreements with Polk County for Combined Precinct Numbers Alleman-1, Delaware-1, and Saylor-2 and authorizing the mayor to execute the agreements on behalf of the City of Ankeny. Ayes: Holm, Whiting, Bentz, Perry, Walter-Ashby.

REPORT OF GOVERNING BODY

Mayor Lorenz acknowledged and thanked Kerry Walter-Ashby for her years of service to the Ankeny City Council from January 1, 2014 – December 31, 2021. Kerry responded “It has been a pleasure and a privilege to serve the citizens of Ankeny as a city council member. I have thoroughly enjoyed working with community members, fellow council members, and the entire city team, with tremendous appreciation for all that the city organization does for our vibrant, dynamic community! All that city staff do, all that the team accomplishes behind the scenes: it really is nothing short of amazing!! Together, we can do so much!!!! I am proud of the work *we’ve* done, and I look forward to all this next council, and others, will accomplish. Most of all, I just want to say Thank You. It’s been an honor!”

Mayor Lorenz then acknowledged Mark Holm and his years of service to the Ankeny City Council from January 1, 2012-December 31, 2021. Lorenz also congratulated Holm on his recent election to the Mayor’s position.

Mark Holm then acknowledged Gary Lorenz and his years of service to the City of Ankeny as Mayor from December 10, 2012 – December 31, 2021. Mayor Lorenz is retiring and a reception will be held following the adjournment of the council meeting.

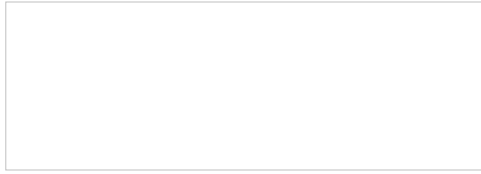
ADJOURNMENT

1. Meeting was adjourned at 6:19 PM.

Denise L. Hoy, City Clerk

Gary Lorenz, Mayor

Published in the Des Moines Register on 12/27/21



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

:

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, December 7, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the December 7, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by A.Renaud to approve the December 7, 2021 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no citizen requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the November 16, 2021 minutes of the Plan and Zoning Commission meeting.

Item #2. 1505 NE 36th Street - Talons of Tuscany Golf Cart Building Site Plan

Motion to approve the site plan for 1505 NE 36th Street, Talons of Tuscany Golf Cart Building.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by L.West. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #3. Request to amend a portion of the Canyon Landing PUD, Planned Unit Development, for property owned by Stubbs Development and Lemar Koethe

J.Heil reported Stubbs Development and Lemar Koethe are proposing an amendment to portions of the Canyon Landing PUD. He said the subject property is approximately 155 acres located in the northeast quadrant of Ankeny, generally located west of NE 38th Street and south of NE 18th Street. He noted the current zoning for the properties that surround this site and shared that the Ankeny comprehensive plan, indicates the subject area as Low Density with a section of Medium Density at the intersection of NE 18th Street and NE 38th Street. J.Heil stated the proposed amendment request is to add additional single-family residential along NE Deerfield Drive, as well as, adding a new twinhome designation. He presented the amended concept plan. He shared that overall, the bulk regulations do not change besides allowing biattached housing within the twinhome designation. He said the proposed amendments to the PUD would not dramatically change the low density to medium density ratio, with the majority of the PUD remaining low density or single-family residential. J.Heil said that one of the proposed accesses along NE 38th Street has been removed and there will only be two accesses to NE 38th Street. He said the primary north and south access would still be NE Deerfield Drive, with the primary west access being NE 12th Street. J.Heil noted that there were a few questions from citizens at the public hearing regarding stormwater management and access to the proposed parkland. He presented the preliminary plat and provided information on the intended stormwater flow within the PUD. He further shared the future park access is proposed to be located along future NE Deerfield Drive; and the amenities and features will be decided at a later date by the City of

Ankeny Parks Department. J.Heil said there also was communication from John & Linda Jensen and Jensen Farms confirming that staff would continue to be in contact with the developer concerning the drainage tile that is running from Mr. Koethe's property underneath NE 38th Street to the east. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the request by Stubbs Development and Lemar Koethe to amend the Canyon Landing PUD, Planned Unit Development. He asked the Commission if they had any questions.

T.Rapp shared that Mr. Kahnk's concern was if the stormwater management is completed incrementally, are the Kahnks going to have issues on their property from not having the full stormwater management plan built at the same time. J.Heil responded that currently there is a temporary basin in place. As the developer progresses with the project, the engineers will continue to review the plans to make sure additional stormwater management is in place. T.Rapp said that the creek currently flows north, and noted that the preliminary plat shows that it still flows the same direction. J.Heil explained that three of the detention ponds will flow to the north but with the preliminary stormwater plan that was submitted to staff, the flow is predicted to be less than what it is currently and that would be due to the ponds.

T.Rapp asked if the traffic impact study has been completed. J.Heil said it is currently being worked on and will be available with the preliminary plat.

Brandon Stubbs, Stubbs Engineering, 431 NE 72nd Street, Pleasant Hill, Iowa said they are currently grading everything east of Deerfield along with grading out the three basins. He confirmed that everything east of Deerfield will drain into those three basins. T.Rapp asked if they will be stabilizing the basins. Brandon Stubbs stated, yes.

There were no further comments or questions from the Commission.

Motion by T.Rapp to recommend City Council approval of the request by Stubbs Development and Lemar Koethe to amend the Canyon Landing PUD, Planned Unit Development. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #4. Crosswinds Business Park Neighborhood Plan #6

J.Heil reported Crosswinds Business Park Neighborhood Plan #6 is comprised of approximately 29.6 acres, located directly east of I-35 and north of SE 90th Street. It is part of the Crosswinds Business Park PUD. He explained that the property was rezoned this past year and provided details on the approval of the Crosswinds Business Park Neighborhood Plans #2, #3, #4, and #5. He said the proposed plan consists of creating one buildable lot, which is anticipated to be utilized for a sales and service facility. J.Heil stated that there are no public improvements with this neighborhood plan since the City of Ankeny received RISE grant funding to construct a portion of SE Convenience Boulevard; and the water and sewer mains that run along the eastern property boundary. He noted that the Ankeny Regional Airport is located north of the Crosswinds Business Park PUD. All buildings and signs must comply with Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning; and are subject to the submittal of Federal Aviation Administration Form 7460-1 to determine that it will not obstruct the navigable airspace or adversely affect Federal Aviation Administration facilities. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the Crosswinds Business Park Neighborhood Plan #6.

There were no comments or questions from the Commission

Motion by A.Renaud to recommend City Council approval of Crosswinds Business Park Neighborhood Plan #6. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the December 6, 2021 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the December 21, 2021 Plan and Zoning Commission meeting and the November 2021 Building Permit Report.

Commissioner's Reports

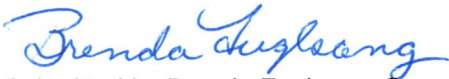
L.West asked if there was any value in putting together an agreement with Alleman as to how far north Ankeny can grow. E.Jensen said the City did have an annexation agreement with Alleman that expired about four years ago. The City has met with them to work on a new agreement but was unsuccessful.

MISCELLANEOUS ITEMS

December 20, 2021 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by A.Renaud to adjourn the meeting. Second by T.Rapp. Meeting adjourned at 6:51 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 Print

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

:

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

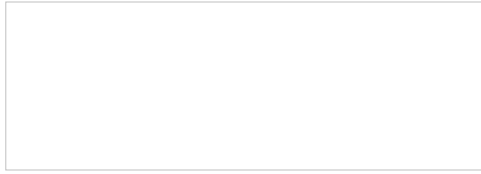
1. Wig and Pen Ankeny, LLC, d/b/a Wig & Pen Pizza Pub, 2005 S. Ankeny Blvd., Ste. 300, - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective February 1, 2022.

2. Aldi Inc., d/b/a Aldi #35, 2075 N Ankeny Blvd. - Class C Beer Permit (BB) includes Sunday Sales (Renewal) - Effective February 1, 2022.

3. Kinseth Hotel Corporation, d/b/a Homewood Suites by Hilton, 2455 SE Creekview Dr. - Special Class C Liquor License (BW) includes Sunday Sales (Renewal) - Effective February 1, 2022.

4. Casey's Marketing Company, d/b/a Casey's General Store #2164, 3505 N. Ankeny Blvd. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective February 3, 2022.

5. Flavory LLC, d/b/a Flavory Bistro - 1450 SW Vintage Pkwy, Ste. 160 - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective December 31, 2021, Timely Filed with ABD.



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

city of
Ankeny
Bringing it all together

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

Change Order Number: 11

Change Order Date: 12-29-21

Purpose of Change Order: Changes to contract amount

1. The first part of the document is a header section containing the title "THE EFFECTS OF THE 1997-1998 EL NIÑO ON THE
 2. FISHING INDUSTRY IN THE STATE OF CALIFORNIA" and the author's name "JAMES H. HARRIS".
 3. The second part of the document is a table of contents. The table has two columns: "Page" and "Section". The rows are:
 4. "1" "Introduction" "1"
 5. "2" "Methods" "2"
 6. "3" "Results" "3"
 7. "4" "Discussion" "4"
 8. "5" "Conclusions" "5"
 9. "6" "References" "6"
 10. "7" "Appendix" "7"
 11. "8" "Bibliography" "8"
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 13. "10" "Glossary" "10"
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 16. "13" "List of Abbreviations" "13"
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Details of Change Order:

[illegible]

Change Order Number: 11 makes the following adjustments to the Contract:	\$ 3,882.79
--	-------------

Contractor Accepted: Graphite Construction Group

Firm Name _____
Signature By email - D. Kraft Date 12-28-21

Engineer Approved: Shive-Hattery, Inc.

Todd C. Wehr ^{Firm Name} Dec 28 2021 2:51 PM
Signature Date

Owner Accepted: City of Ankeny *OK* *2/18/20*

Signature	Title
	Date

Attest for Owner:

Signature	Title
	Date

Record of Change Orders

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

Revised Contract Amount \$ 5,978,093.89

DATE: 12/02/21



CHANGE ORDER REQUEST 45 **R**

ATTN: Kristen Clark, Todd Wehr

PROJECT: Ankeny Senior
Community Center

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

FROM: Shana Howard

THE FOLLOWING PROPOSAL IS BASED ON:

Framed opening for Doors 124B & 124C does not meet the structural integrity needed to support
the frameless door hardware- new hardware & modifications to doors needed to be made

Kurtz	\$	1,826.00
JC Toland	\$	200.00
Graphite (Labor)	\$	150.00
A CUT ABOVE	\$	2,775.00
CREDIT FOR NOT DOING PRESSURE DUCT TESTING (AMC)	\$	(500.00)

OH&P (5%)	\$	91
BOND AND INSURANCE (1.5%)	\$	67
GRAND TOTAL	\$	4,609

The Contract Sum will be increased by this change in the amount of **\$4,609**

The Contract Time will be increased by XX days

APPROVED BY: _____

DATE: _____

ORGANIZATION: _____



Change Order #7

Hollow Metal KD Frames #124B &124C

Date: 9/21/2021

Job: RK1457

Page 1 of 1

Project: Ankeny Senior Community Center

Contractor: Rochon Corporation Of Iowa

Contact: Cole Steinkamp

Email: csteinkamp@rochonia.com

Item	Qty	Description
	2	6'0x7'0 16ga CRS Knocked Down Drywall Frame

Thank you for requesting a quote from us.
This quotation subject to selection and correction.

Note: Your company's signed change order paperwork MUST be received before any material will be ordered.

Prices shown expire after 20 days from date above. Please send CO approvals to jeannette@kurtzhardware.com

Subtotal	\$1,826.00
Tax (0.00%)	\$0.00
Freight Out	\$0.00
Total	\$1,826.00

Factory Lead Time 8-10 days

Accepted by:

Signature

Printed Name & Title

Date

A Cut Above Carpentry llc

Des Moines Ia 50317
515-299-0956

BILL TO
Graphite Construction

FOR
Extras on Ankeny Senior Center

	DESCRIPTION	AMOUNT
7hr	Modify Frame hardware	\$525.00
30hr	modify Opennings/ replace carpet & base	\$2,250.00
3		
4		
5		
6		
7		
8		

SUBTOTAL \$2,775.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$2,775.00

Any questions or Concerns please contact me via phone 515-299-0956

THANK YOU FOR YOUR BUSINESS!

DATE: 12/08/21



COR-053R PROPOSAL REQUEST 25

ATTN: Kristen Clark, Todd Wehr

PROJECT: Ankeny Senior
Community Center

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

FROM: Shana Howard

THE FOLLOWING PROPOSAL IS BASED ON:

Site & Landscape Changes

	TRM Type 2	\$	2,940.00
Remove 6" PCC for Trickle Channel (Portland)		\$	(7,890.00)

The landscaping sodding & seeding will be per original Documents

OH&P (5%)	
BOND AND INSURANCE (1.5%)	
GRAND TOTAL	\$ (4,950.00)

The Contract Sum will be **increased** by this change in the amount of

The Contract Time will be increased by XX days

APPROVED BY: _____

DATE: _____

ORGANIZATION: _____

PROPOSAL

AN ABSOLUTE GROUP COMPANY



P.O. Box 350
Grimes, Iowa 50111
515-497-6543 - Office
515-497-6547 - Fax
www.gt-iowa.com

Bid Number
Date

0
12/8/2021

Project Name

Proposal Submitted To

Ankeny Senior Community Center

Bill Package

Email Address

TRM Change Order

Project Location

Addendums Viewed

Ankeny, IA

Item	Description	Quantity	Unit of Measure	Price	Sub-Total
1	TRM Type 2	210	SY	\$14.00	\$2940.00

Payment terms are Net 30 days & no retainage withheld, unless otherwise stated:

TOTAL

\$2940.00

All items are tied and limited to above. Seeding area in a LS bid is limited to 1 acre, unless elsewhere noted. Additional mobilizations will result in additional charges. Final grade must be approved by GreenTech before work begins. Sod prices does not include rough grade. When seeding is authorized outside the specified or recommended seeding dates the mortality of the seed is not the responsibility of GreenTech. This proposal does not include traffic control, railroad protective liability coverages, dues, permits and/or bonds. The quoted prices cannot be used to determine change quantities. This proposal is only valid for and may be withdrawn if not accepted within 30 days.

Brian Denham, VP of Sales

Cell 515-208-5169

Office 515-497-6543

Fax 515-497-6547

Email brian@gt-iowa.com

Acceptance of Proposal:

I agree to the prices, conditions and specifications as listed above. Payment terms are accepted as listed above.

Date of Acceptance

Signature

Portland Construction Company

1615 SE Cortina Dr, Suite 106

Ankeny, IA 50021

www.portlandconstructioncompanies.com

Andy@portlandconstructioncompanies.com

Quentin@portlandconstructioncompanies.com



Graphite Construction

Ankeny Senior Center

PR-025

Estimate Number PR-025

Estimate Date 11/29/2021

Total **-\$7,890.00**

Item	Unit	Description	Qty	Unit Price	Total
TRICKLE CHANNEL		Remove 6" PCC for Trickle Channel	1 EA		-\$7,890.00
		PRICING INCLUDES FLY ASH IN READY MIX. IF FLY ASH IS UNAVAILABLE AND/OR IN SHORT SUPPLY, THE COST OF NO FLY ASH READY MIX WILL BE PASSED ONTO THE GC OR OWNER			
		**SEE BELOW FOR ADDITIONAL GENERAL EXCLUSIONS **			
Estimate Total					-\$7,890.00

Terms

ESTIMATE VALID FOR 30 DAYS. ALL ITEMS TIED.

General Exclusions

Concrete testing, soils testing, termite treatment, concrete washout, SWPPP provisions, Dewatering, Davis Bacon wage rates, Demo, asphalt, survey/site layout, over-excavation due to poor sub grade material, subgrade preparation and compaction, grade work beyond 0.10', backfilling paving and sidewalks, backfilling footings and walls, back-plastering of curbs, landscaping, unknown underground structures or obstructions, traffic wheel/curb stops, splash blocks, pipe bollards, gate posts, fence post ftg, flag pole ftg, monument sign ftg, floor hardeners/densifiers/sealers, grind and polish, grouting, embeds, anchor bolts, joint sealing, lot striping, pavement markings/signage, modular block walls, light pole bases, housekeeping pads, equipment pads, electrical pads, transformer/generator pads, waterproofing/damp proofing of any kind, sub drain work, stair and other types of nosing insets, handrail, fall protection handrail/edge protection, cold weather protection of subgrade or concrete, hot water in concrete, accelerant in concrete, imported sand, traffic control or road closures, permits, allowances and bonding expense.

Access for ready mix trucks and concrete pump provided by others. Any costs to free stuck ready mix trucks/concrete pumps will be paid for by others. Portland is not responsible for jobsite track out or clean up of track out caused by completing work.

Any variation from specifications and bid items above requiring additional costs will be executed only upon written direction and will become an additional amount beyond the original estimate.

Thank you for the opportunity to present this proposal.

Name

Date

The prices and specifications described above is satisfactory and accepted.

DATE: 12/28/21



CHANGE ORDER REQUEST ~~55 54~~

ATTN: Kristen Clark, Todd Wehr

TO: Shive-Hattery

PROJECT: ANKENY
SENIOR
CENTER

FROM: *Jennifer Lynch*

THE FOLLOWING PROPOSAL IS BASED ON: Fabricated Letters

Labor, Materials (Speed Pro) \$ 3,966.00

OH&P (5%) \$ 198.30
BOND AND INSURANCE (1.5%) \$ 59.49
GRAND TOTAL \$ 4,223.79

The Contract Sum will be **increased** by this change in the amount of **XX** days

The Contract Time will be increased by **XX** days

APPROVED BY: _____

DATE: _____

ORGANIZATION: _____



3115 S 61st Ave
Omaha, NE 68106
(402) 991-9901

ESTIMATE

EST-18249

Great. Big. Graphics.

<http://www.speedpro.com/locations/omaha/>

Created Date: 12/2/2021

DESCRIPTION: Extra set of letters

Bill To: Graphite Construction
1955 NE 58th Ave
Des Moines, IA 50313
US

Requested By: Chelsea Martin
Email: cmartin@graphitegrp.com
Work Phone: (515) 278-9446
Cell Phone: (515) 494-9498

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	10"x 1" Fabricated Letters To Read: ALBAUGH FAMILY SENIOR COMMUNITY CENTER 150	1	\$2,340.00	\$2,340.00
1.1	Each - Part Qty: 1			
2	Install	1	\$821.00	\$821.00
2.1	Installation - Install - Time Based - Install time (total hours): 6.00 - # of installers: 2 Installers (\$68 / hr)			
3	Lift Rental	1	\$805.00	\$805.00
3.1	Each - Part Qty: 1			

SpeedPro Imaging cannot guarantee that printed colors will exactly match the colors as seen from a digital file. There will be variations depending on which printer and ink technology are used. Color variations even exist between computer displays, so it is impossible for us to know exactly what you're seeing on your display. If color accuracy is required or critical we will provide a hard print proof on any material using a file provided by customer. The cost for hard proofing is \$25 per material per color test. SpeedPro WILL NOT be responsible for the cost of reprints unless a hard proof has been produced and approved by the customer.

Subtotal: \$3,966.00

Taxes:

Grand Total: \$3,966.00

This estimate is valid for two weeks. Changes, additions and deletions to the estimate may result in additional charges. The estimate is based on print-ready files. Design is available at an hourly rate. Sales tax will be added to the invoice unless a Sales Tax Exemption Certificate is on file.

Acceptance of the estimate authorizes Speedpro Imaging to initiate production.

Generally, a deposit of 50% is also required. All amounts are due upon delivery of the products unless other arrangements have been formally agreed upon.

Manufacturer Warranties covering adhesion and durability of the adhesive films may exist. However, Speedpro does not guarantee adhesion of films to substrates not provided by Speedpro and is not responsible for unusual wear and tear due to external forces such as power washing or car wash systems.

....ESTIMATE ONLY....

Any changes to this estimate may result in price changes. Any completion date given by SpeedPro indicates the earliest completion date that can be met without additional rush charges. Our standard rush fee is 30% of the order total for each day early; we reserve the right to refuse a rush request as well as increasing the rush fee if appropriate.

For any graphic install on vehicles, the vehicle must be freshly washed prior to delivery for install. If the vehicle has visible dirt or dust, we will charge an additional \$25 for cleaning of the vehicle.

Nick Osborne

From: dkraft@graphitegrp.com
Sent: Tuesday, December 28, 2021 8:54 AM
To: Nick Osborne; 'Todd C. Wehr'; Kristen A. Conrad; 'Traci Havel'
Subject: [External] FW: Attached Image
Attachments: 4590_001.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I have attached the 3 items that I know of that are needing a Change Order for. They are COR-45, COR-54, and PR-25.

We have not submitted the costs to RFI-105 response, which removes a large portion of the parking lot, lowers the intake 3" and replace the concrete at a revised elevation. When I receive all costs for the response, I will forward on for approval.

I just talked to Traci and the AIA will be getting sent this morning.
Thank you



DENNY "BUCK" KRAFT | PROJECT MANAGER

Office (515) 278-9446 ext. 1005 | Cell (641) 780-1295

1955 NE 58th. Ave. , Suite 100

Des Moines, Iowa 50313

dkraft@GraphiteGRP.com

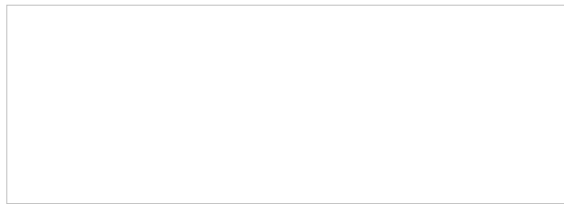


From: copier@graphitegrp.com <copier@graphitegrp.com>

Sent: Tuesday, December 28, 2021 8:42 AM

To: dkraft@graphitegrp.com

Subject: Attached Image



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$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.

EXECUTIVE SUMMARY:

The scope of the professional services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved April 5, 2021, is attached for reference. A copy of Amendment No. 1, approved October 12, 2021, is also attached for reference.

HR Green, Inc. completed the preliminary design of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive. Amendment No. 1 approved the continued use of HR Green, Inc. for final design engineering and letting services. The Public Works Department proposes to continue utilizing HR Green, Inc. for Special Assessment Services and the development of the Interchange

Operations Report (IOR). The project is scheduled for final design and letting in Winter 2022 and construction beginning in 2022.

The fee for additional engineering services is \$84,000. The original Professional Services Agreement for preliminary design engineering services is \$206,500. Amendment No. 1 increased the total contract to \$571,500. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$655,500.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc. in the amount of \$84,000 for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

FISCAL IMPACT: No

The NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive is included in the City of Ankeny's current CIP with construction of the project anticipated in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc. in the amount of \$84,000 for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment No. 2
 Amendment No. 1
 Original Professional Services Agreement



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this 3rd day of January 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021 and Amendment No. 1 dated November 1, 2021 as follows:

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

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 12.0 – Special Assessment Services
- Phase 13.0 – Interchange Operations Report

2.12 Phase 12.0 – Special Assessment Services

COMPANY will prepare the draft Preliminary Assessment Plat and Schedule documentation package and Grade Ordinance Establishing Street Grade Elevations in advance of CLIENT's Council Meeting to adopt a Resolution for Adoption of a Preliminary Plat and Schedule. The draft documentation package will be reviewed by the CLIENT and CLIENT's Attorney. COMPANY will finalize the package based on CLIENT and CLIENT's Attorney comments and following the receipt of appraisals to support lot valuations. COMPANY will file the package and ordinance with the CLIENT's Clerk in advance of the CLIENT's Council Meeting to adopt a Resolution of Necessity. COMPANY will perform the following related tasks to support CLIENT in developing the Preliminary Assessment Plat and Schedule documentation and the formation of a Special Assessment District.

2.12.1 Methodology, Benefits, and Lot Valuations

COMPANY will develop the Assessment Benefit Area and Methodology document of the Preliminary Assessment Plat and Schedule package. Document will include:

- Description of project.
- Description of assessable project items.
- Description of property benefits related to the project.
- Description of assessment benefit / point methodology.
- Description of property valuation methodology.

CLIENT will determine lot valuations for each property within the Special Assessment District and provide each valuation to COMPANY. COMPANY will provide relevant data to CLIENT to support CLIENT's valuation determinations. Lot valuations determined by CLIENT will be based on the total property valuation contained within the eminent domain appraisals prepared by a certified real estate appraiser. Six (6) appraisal products were included in the Scope of Services for Amendment No. 1. Two (2) more appraisal products are necessary to support CLIENT's determination of lot valuations for properties within the Special Assessment District. The two (2) properties include DRA Properties, LC located near I-35 and the new Spectrum 36 Plat 1.

COMPANY will prepare a Project Information Letter on CLIENT's behalf. The letter will include a brief description of the project, the intent to form a Special Assessment District, description of the Special Assessment District methodology, valuations, payment, and City Council Authority, and a preliminary distribution of costs. COMPANY will rely on CLIENT to distribute the Project Information Letter to property owners.

COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to coordinate with a certified real estate appraiser to prepare appraisals to support CLIENT's lot valuation determination. The costs for procuring appraisal products and reviewing appraisal reports is included in this Amendment No. 2 Scope of Services for the two (2) additional parcels.

2.12.2 Assessable Project Costs

COMPANY will develop an Engineer's Opinion of Probable Construction Costs (OPCC) based on the proposed construction improvements included in the plans and specifications for the proposed project to determine the Assessable Project Costs. The OPCC will include two Divisions defined as follows:

- Division 1 – Assessment Quantities and Costs
- Division 2 – Non-Assessment Quantities and Costs

Division 1 Assessment Quantities and Costs will generally include items related to earthwork, streets, and site work, including, but not limited to excavation, subbase, subgrade preparation, subdrains, concrete pavement, sidewalks, driveways, pavement markings, seeding, and temporary erosion control measures. Division 2 Non-Assessment Quantities and Costs will generally include sewers and drains and sewer structures.

Division 1 and Division 2 quantities will be broken down by Area which are further defined by specific project features. The Areas are defined as follows:

- Area A – Beginning of Project (just east of I-35) to just east of NE Spectrum Drive
- Area B – Just east of NE Spectrum Drive to NE Four Mile Drive
- Area C – NE Four Mile Drive within the project limits
- Area X – NE 110th Avenue just east of NE Four Mile Drive to End of Project

Quantities included in Area X will not be included in the Assessable Project Costs but will be quantified for the purposes of determining a summation of total project quantities and costs.

2.12.3 Preliminary Assessment Schedule

COMPANY will develop a Preliminary Assessment Schedule that will summarize the assessment funding for the project. The Preliminary Assessment Schedule will include the following information in a tabular format:

- Parcel ID, Owner, Mailing Address, Zone, Class, Area, Valuation, and Frontage
- Driveway Areas and Costs
- Roadway Improvement Costs
- % Costs of Roadway Improvements from Distribution of Points
- Total Assessable Costs
- 25% Parcel Valuation and Deficiency Value
- Total Maximum Preliminary Assessment and % of Total Project Costs

2.12.4 Preliminary Assessment Plat and Descriptions

COMPANY will determine the Assessment Benefit Area for the project with CLIENT. Following CLIENT concurrence of the Assessment Benefit Area, COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to prepare the Preliminary Assessment Plat, Boundary Description, and Parcel Legal Descriptions. The Preliminary Assessment Plat and Boundary Description will describe and depict the following:

- Existing property lines, right-of-way lines, and easement lines.
- Proposed right-of-way and easement lines.
- Proposed roadway improvements.
- Assessment area boundary and benefit / point depths at increments of 50 feet.
- Parcel ID, owner, and mailing address of title holder.
- Legal description of assessment area boundary.

2.13 Phase 13.0 – Interchange Operations Report

COMPANY will prepare an Interchange Operations Report (IOR) as required by FHWA and Iowa DOT to support improvements at the I-35 / NE 36th Street interchange. The report will follow the format provided on the Interchange Access Change and Guidance Document page of the Iowa DOT website.

An IOR is necessary to forecast future traffic volumes and analyze traffic operations and safety of the I-35 / NE 36th Street interchange due to the increase in traffic volumes since the opening of the interchange and proposed Spectrum 36 development east of the I-35 corridor. A traffic impact study (TIS) completed by the Spectrum 36 development team detailed the proposed development in the northeast quadrant of the interchange and recommended the installation of traffic signal control at the I-35 Southbound Ramp Terminal intersection as an immediate need. The TIS also identified long term needs for the interchange. Other TIS documents for additional development in the vicinity will be reviewed and incorporated into traffic projections for this study. This IOR will develop traffic forecasts consistent with the area's regional travel demand model and incorporate proposed trips generated by the new development documented by the available TIS documents.

2.13.1 Traffic Forecast and Analysis

CLIENT will facilitate collection of 24-hour turning movement traffic counts at the following locations:

- NE 36th Street / NE Otterview Circle
- NE 36th Street / I-35 Southbound Ramp Terminal
- NE 36th Street / I-35 Northbound Ramp Terminal
- NE 36th Street / NE Four Mile Drive

COMPANY will coordinate with the Iowa DOT Systems Planning Bureau to obtain traffic volume data for mainline I-35. It is anticipated that the Iowa DOT has available data sources from which this data can be obtained. Physical collection of this data by COMPANY is not included as a part of this Scope of Services.

COMPANY will develop traffic forecasts and perform a traffic signal warrant analysis and operational analysis for the study area.

Traffic Forecast

COMPANY will request travel demand model output from the Des Moines Area Metropolitan Planning Organization (DMAMPO). This information is expected to include base model volume

output, 2050 forecast model output, and socio-economic data associated with the Transportation Analysis Zones (TAZs) in the study area. COMPANY will review the socio-economic data and model outputs with respect to the proposed development in the vicinity of the study interchange. A comparison of the trips generated within this quadrant of the interchange will be made between the travel demand model output and the TIS completed for the proposed developments. CLIENT and COMPANY will work with DMAMPO to address needed adjustments to the model.

COMPANY will develop traffic forecasts for the study area based on the existing traffic volume data collected and will incorporate anticipated growth from the regional travel demand model and previously completed TIS documents for proposed development in the area. The forecasted turning movement traffic volumes will be based on NCHRP 765 procedures. Traffic forecasts will be developed for the following scenarios:

- Opening Year 2022
- Mid-Year 2030
- Mid-Year 2040
- Design Year 2050

COMPANY will create Mid-Year traffic forecasts for 2030 and 2040 which will be used to assess the timing of needed infrastructure improvements at the study interchange. Mid-Year forecasts will be based on assumed straight-line growth between 2022 and the 2050 traffic forecasts.

COMPANY will prepare a Traffic Forecast Technical Memorandum to document the traffic forecasting process. This memo will document the adjustments made through the forecasting process to account for additional development in the area which was not included within the region's travel demand model. The memo will also document adjustments made, if any, to account for traffic volume fluctuations due to the COVID-19 pandemic. This memo will be provided to CLIENT, Iowa DOT, and DMAMPO for review. COMPANY will review comments received, make revisions to the memo, and finalize the document. The final memorandum will be included in the appendix of the IOR.

Signal Warrant Analysis

COMPANY will complete a traffic signal warrant analysis evaluation for the I-35 Southbound Ramp Terminal intersection at NE 36th Street. This evaluation will be completed using the Opening Year and Design Year traffic forecasts to determine the relative timing of traffic signal control needs at the interchange.

Highway Capacity Manual (HCM) Analysis

Alternatives to be analyzed include:

- No Build – existing diamond interchange
- Interim Build – traffic signal control at the I-35 Southbound Ramp Terminal
- Full Build – improved diamond interchange (concept to be developed based on operations needs to meet the desired mobility goals for the Design Year traffic)

COMPANY will complete traffic operational analysis of the study area using Highway Capacity Software (HCS 7) and prepare schematic diagrams for inclusion in the IOR document. The HCS 7 traffic operations analysis will include interstate mainline basic freeway segments, weaving segments, and ramp merge / diverge segments for the interchange. The HCS 7 analysis will include AM Peak and PM Peak conditions for the following scenarios:

- Existing Year – No Build
- Opening Year – No Build
- Design Year – No Build
- Opening Year – Interim Build
- Mid-Year 2030 – Interim Build
- Mid-Year 2040 – Interim Build
- Design Year – Interim Build
- Mid-Year 2030 Full Build
- Mid-Year 2040 Full Build
- Design Year Full Build

The COMPANY will complete a capacity analysis of the Interim Build and Full Build alternatives to assess the timing of needed full build infrastructure improvements.

Synchro / SimTraffic Development and Analysis

COMPANY will utilize Synchro / SimTraffic software to complete the traffic operations analysis of at-grade intersections within the project study area. Intersections are assumed to include NE Otterview Circle, I-35 Southbound Ramp Terminal, I-35 Northbound Ramp Terminal, NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive. Output from the software will be obtained using the HCM reporting functionality. Draft models will be provided to CLIENT for review and final models will be provided to CLIENT for documentation purposes.

2.13.2 Safety Analysis

COMPANY will obtain historical crash data for the study area from the Iowa DOT online Iowa Crash Analysis Tool (ICAT) crash database for the most recent five-year period for which data is available. Crashes will be categorized by location and reviewed to identify possible trends.

COMPANY will perform a predictive safety analysis for the Interim Build and Full Build concepts using the FHWA SPICE spreadsheet tool for analyzing varying intersection types. A full safety evaluation using ISAT-e or IHSDM software is not included in this Scope of Services. Highway Safety Manual information will be referenced and the comparison will be included in the IOR document.

The crash analysis will include a summary (presented in tabular form) of various crash characteristics, such as crash type, crash severity, and other prevailing conditions. The crash analysis will also include a calculation of the crash rate and a comparison of these rates to Iowa statewide averages and trends.

2.13.3 Study Documentation

COMPANY will produce a Methods and Assumptions Technical Memorandum at the beginning of this Phase of work which documents the assumptions and sources of data to be used throughout the study. This document will be provided to CLIENT for review and comment. COMPANY will make revisions to the memorandum based upon comments received during the review process and will resubmit the memo for review by CLIENT and Iowa DOT. It is anticipated that the revised memo will be reviewed by FHWA. COMPANY will revise the memo based on review comments received from Iowa DOT and FHWA and finalize the document.

COMPANY will produce a draft IOR document for review by CLIENT and will revise the draft based upon comments received. COMPANY will make revisions to the IOR based upon comments received during the review process and will resubmit the IOR for review by Iowa DOT.



It is anticipated that the revised IOR will be reviewed by FHWA. COMPANY will revise the IOR based on review comments received from Iowa DOT and FHWA and finalize the document.

CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The schedule, shown in Exhibit F, was prepared to include reasonable allowances for review and approval times required by CLIENT, CLIENT's Attorney, Iowa DOT, and FHWA. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

3.2 Deliverables

The following deliverables are included with the Scope of Services for THIS AMENDMENT.

- Preliminary Assessment Plat and Schedule Documentation
 - Assessment Benefit Area and Methodology
 - Preliminary Assessment Plat and Schedule
 - Assessment Area Boundary Description
 - Assessable Project Quantities and Costs
 - Project Information Letter
- Grade Ordinance Establishing Street Grade Elevations
- Methods and Assumptions Memo
- Traffic Forecast Memo
- Interchange Operations Report

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

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Environmental site assessments and documentation.
- Traffic counts.
- Preparation of City Council Resolutions.
- Final Assessment Plat and Schedule.
- Coordination and meetings with property owners, attorneys, local interest groups, or public.
- Presentation at City Council Meetings.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY under separate agreement, if desired.



CLIENT and COMPANY agree to amend **5.0 SERVICES BY OTHERS** of the original AGREEMENT as follows:

5.0 SERVICES BY OTHERS

COMPANY will rely on subconsultants for support on the following items:

- Task 12.1 – Lot Valuations
- Task 12.4 – Preliminary Assessment Plat and Descriptions

CLIENT and COMPANY agree to amend **6.0 CLIENT RESPONSIBILITIES** of the original AGREEMENT as follows:

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Traffic counts.
- Development and submittal of Concept Statement for I-35 Southbound Ramp Terminal.
- Coordination and meetings with property owners, local interest groups, or public.
- Coordination with attorneys.
- Presentation at City Council Meetings.
- Lot valuations for Special Assessments.
- Mail Project Information Letter to property owners.
- Publish Notice of Resolution of Necessity in the Des Moines Register newspaper.
- Mail Notice of Resolution of Necessity to property owners.
- Approve Invoice Payment Applications.

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

7.0 PROFESSIONAL SERVICES FEE

7.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a maximum Not-to-Exceed fee to be increased by **\$84,000** summarized as follows:

• Phase 12.0 – Special Assessment Services	\$35,600
○ Task 12.1 Methodology, Benefits, and Lot Valuations	\$ 9,200
○ Task 12.2 Assessable Project Costs	\$ 4,800
○ Task 12.3 Preliminary Assessment Schedule	\$11,100
○ Task 12.4 Preliminary Plat and Descriptions	\$10,500
• Phase 13.0 – Interchange Operations Report	\$48,400
○ Task 13.1 Traffic Forecast and Analysis	\$29,000
○ Task 13.2 Safety Analysis	\$ 7,200
○ Task 13.3 Study Documentation	\$12,200
• Total Time and Materials	\$84,000

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



The total authorized compensation after THIS AMENDMENT, including the original AGREEMENT and AMENDMENT NO. 1, is six hundred fifty-five thousand five hundred Dollars (\$655,500).

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT and AMENDMENT NO. 1 represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written below.

HR GREEN, INC.

Approved by: _____

Printed/Typed Name: David Maxwell, P.E.

Title: Vice President Date: 12/23/2021

CITY OF ANKENY

Accepted by: _____

Printed/Typed Name: Mark Holm

Title: Mayor Date: _____

Attest: _____

Printed/Typed Name: Denise L. Hoy

Title: City Clerk Date: _____

[illegible]



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

THIS AMENDMENT, made this 1st day of November 2021 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021 as follows:

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

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Stakeholder Coordination
- Phase 3.0 – Utility Coordination
- Phase 7.0 – Right-of-Way and Easements
- Phase 8.0 – Land Acquisition Services
- Phase 9.0 – Geotechnical Services
- Phase 10.0 – Final Design
- Phase 11.0 – Bid Phase Services

The Scope of Services for Phase 4.0 – Surveying and Mapping, Phase 5.0 – Functional Design, and Phase 6.0 – Preliminary Design as part of the original AGREEMENT is considered complete and is not amended as part of THIS AMENDMENT. Each of the Phases of professional services included in THIS AMENDMENT listed above is further described below.

2.1 Phase 1.0 – Project Management and Administration

The Scope of Services for Phase 1.0 – Project Management and Administration as part of the original AGREEMENT is considered complete. COMPANY will perform the following Project Management and Administration services to deliver the project from the Preliminary Design milestone completed as part of the original AGREEMENT through the services included in THIS AMENDMENT. The tasks below are amended as stated.

2.1.1 Administration and Controls

Revise Project Management Plan for Final Design and related services. COMPANY will monitor internal team and subconsultant project progress, communication protocols, schedule, and work plan in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

2.1.2 Progress Reporting and Invoicing

Prepare an additional six (6) monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the anticipated six-month duration of THIS AMENDMENT.

Conduct internal project progress meetings and recurring internal coordination with core team members to discuss project progress, schedule, and budget. COMPANY anticipates an additional twelve (12) formal internal project coordination meetings.

This task includes twelve (12) weekly check-in phone conferences between CLIENT and COMPANY project manager and an additional four (4) formal project status meetings with CLIENT. Project status meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each project status meeting.

2.2 Phase 2.0 – Stakeholder Coordination

As part of THIS AMENDMENT, COMPANY will continue to participate in recurring phone and email correspondence and periodic coordination of design information with engineering professionals and representatives of the Spectrum 36 development team, Iowa DOT, Polk County, and CLIENT. The tasks below are amended as stated.

2.2.1 Development Team Coordination

This task is amended to include periodic phone and email correspondence and two (2) coordination meetings with the Spectrum 36 development team and CLIENT. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's, CLIENT's, or development team's location, or hosted by either party online. COMPANY will document discussions and decisions to consider in development of Final Design.

2.2.2 Iowa DOT Coordination

Project includes new traffic signalization at the NE 36th Street and I-35 Southbound Ramps intersection, modifications to signalization at the I-35 Northbound Ramps intersection, and temporary traffic control conditions within Iowa DOT right-of-way. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Iowa DOT and CLIENT and participate in one (1) online meeting during Final Design.

Coordination, analysis, and documentation necessary to complete an Interchange Operations Report (IOR) is not included in THIS AMENDMENT Scope of Services.

2.2.3 Polk County Coordination

Project includes impacts to Polk County facilities, including NE 110th Avenue and NE 29th Street (City NE Four Mile Drive) and requires coordination with Polk County Public Works and CLIENT. This task, included as part of the original AGREEMENT, is not considered complete. COMPANY anticipates completing the task as stated in the original AGREEMENT during Final Design.

2.3 Phase 3.0 – Utility Coordination

As part of THIS AMENDMENT, COMPANY will continue to identify utility owners present in the project vicinity and potential conflicts with proposed infrastructure and coordinate vacuum excavation test holes. The tasks below are amended as stated.

2.3.1 Utility Identification

COMPANY previously coordinated with Iowa One Call as part of the original AGREEMENT to identify utilities within the project footprint which require notification. It was determined that one additional utility owner is in the project vicinity that was not identified during previous Iowa One Call coordination. COMPANY will contact the utility owner and request current maps and information related to the facilities within the project area. COMPANY will review utility maps provided by the facility owner for consistency with field observations.

2.3.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and Preliminary Design. COMPANY will continue to coordinate with utility companies to advise the companies of the nature and extent of the proposed improvements, potential conflicts, and resolution.

2.3.3 Meetings

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

- One (1) additional joint utility coordination meeting to discuss relocation plans.
- One (1) additional focus coordination meeting with MidAmerican Energy to discuss potential underground conversion, relocation plans, relocation schedule, and any necessary easements for MidAmerican Energy facilities.

2.3.4 Test Holes

This task, included as part of the original AGREEMENT, is not considered complete. COMPANY anticipates completing the task as generally stated in the original AGREEMENT during the Final Design task.

2.3.5 Relocation Plan Review

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

2.7 Phase 7.0 – Right-of-Way and Easements

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

2.7.1 Right-of-Way Layout

COMPANY will determine the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The right-of-way layout and easement limits will be displayed on H Sheets and included in the project plans for information only. COMPANY anticipates proposed right-of-way and easement determination on eight (8) properties.

2.7.2 Right-of-Way Survey and Mapping

COMPANY will partner with NILLES to perform right-of-way survey and mapping for the project. The extent of the right-of-Way survey and mapping will be as necessary to establish existing

right-of-way and easements and will be performed under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

Right-of-Way Survey

Utilizing project control established by the COMPANY, NILLES shall provide right-of-way survey services generally described below.

- Research City and County records including right-of-way strip maps, subdivision plats, section corner ties and surveys and locate existing boundary corner monuments.
- Determine ownership of the properties affected by the project and establish property lines, right-of-way lines, section lines, and easements.
- Preliminary stake proposed right-of-way and easement acquisitions with lath.

NILLES shall provide right-of-way survey services within the limits generally described below.

- Along NE 36th Street from I-35 to the NE Four Mile Drive (County NE 29th Street) intersection.
- Along NE 110th Avenue from the NE Four Mile Drive (County NE 29th Street) intersection east along the north line of the Northwest Quarter of Section 8 – Township 80 North – Range 23 West.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection south along the west line of the Northwest Quarter of Section 8 – Township 80 North – Range 23 West.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection north along the east line of the Southeast Quarter of Section 6 – Township 80 North – Range 23 West.

Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

- Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.
- Prepare necessary section corner certificates.
- Prepare CAD files in Bentley MicroStation with property lines, roadway right-of-way lines, section lines, and easements as shown on existing plats and other documents of record along with the land corner monuments and property pins located in the field.

2.7.3 Platting and Exhibits

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

- Up to six (6) Right-of-Way Plats and Legal Descriptions
- Up to eight (8) Permanent Easement Plats and Legal Descriptions
- Up to eight (8) Temporary Easement Exhibits

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

2.7.4 Right-of-Way Quality Control Reviews

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

2.8 Phase 8.0 – Land Acquisition Services

COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to provide acquisition support on eight (8) properties, including the one (1) Spectrum 36 property which is comprised of multiple platted lots. JCG will draft a Temporary Easement document for the Temporary Easement rights over the recently-platted development site. JCG and COMPANY will provide the easement documentation to CLIENT to directly coordinate with the property owner for execution. JCG assumes this easement will be dedicated for \$0.00 or \$1.00 and no Compensation Estimates or other documentation will be needed for the property being developed.

JCG will prepare compensation estimates, agreement documents, and parcel files for the remaining seven (7) properties. COMPANY and JCG will rely on CLIENT for preparation of fee title closing documents, acquisition payment processing and fulfillment of the real estate closing process. Closings, relocation assistance, and acquisition proceedings or condemnation support are not included in this Scope of Services.

2.8.1 Record of Property Ownership and Liens Certificate

For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. A maximum cost of \$500 per parcel for procuring the Certified Record of Ownership and Liens is included in this Scope of Services. Any additional costs for procuring Certified Record of Ownership and Liens are not included in this Scope of Services and will be considered a reimbursable expense.

2.8.2 Public Hearing

If applicable, CLIENT will mail the Notice of Public Hearing and a Statement of Property Owner's Rights to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing; and publish a notice of the public hearing at least four but not more than 20 days before the public hearing. Upon request, JCG will participate in the Public Hearing to explain the acquisition process.

2.8.3 Compensation Valuation

JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right-of-way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of Just Compensation payments. JCG anticipates preparing one Compensation Estimate. JCG assumes three (6) appraisal products for the project. If the proposed acquisition for any additional parcels is above \$10,000 and complicated, or estimated to

exceed \$25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for CLIENT. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The CLIENT shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The costs for procuring appraisal and reviewing appraisal reports is included in this Scope of Services.

2.8.4 Negotiations and Acquisition Process

Forms of transfer documents and purchase agreements will be submitted to CLIENT for approval and acceptance. JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owner, tenant, and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the CLIENT.

Negotiations shall be considered complete upon occurrence of one of the following:

- Both the owner and tenant accept the offer or an administrative settlement.
- Either the owner or tenant fails or refuses to sign the offer or administrative settlement.
- In the judgment of CLIENT, negotiations have reached an impasse.

JCG may enter extended negotiations (meetings beyond four unsuccessful attempts) upon request of CLIENT or Acquiring Authority. Time associated with extended negotiations will be tracked on a time and material basis and may require an additional amendment to the original AGREEMENT. Design changes during negotiations that necessitate duplications of efforts and/or lead to extended negotiations will also be tracked on a time and materials basis and may require an additional amendment to the original AGREEMENT. For each parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to CLIENT as necessary for CLIENT's attorney, or the Acquiring Authority's attorney, to begin preparations for the condemnation of the parcel.

2.8.5 Closing Process

Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to CLIENT for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

2.8.6 Condemnation Support

In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for CLIENT's attorney, or the Acquiring Authority's attorney, or other attorney, to file the Application for Condemnation. If requested, (under a separate time and materials amendment to the original AGREEMENT) JCG will attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in **Phase 8.0 – Land Acquisition Services** in THIS AMENDMENT, JCG will also provide additional support and administrative services as requested by CLIENT's attorney in support of the condemnation process on a case by case basis.

2.9 Phase 9.0 – Geotechnical Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform geotechnical field explorations, laboratory testing, and engineering analyses necessary to provide pavement thickness, subgrade treatment, earthwork operations, and subsurface drainage recommendations. TERRACON will provide a Geotechnical Engineering Report summarizing existing conditions, engineering analyses, and recommendations.

2.9.1 Field Exploration

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

Planned Location	Number of Borings ^{1, 2}	Planned Boring Depth (BGS) ^{3, 4}	No. of Pavement Cores
NE 36 th Street	5	10 to 15 feet	5
NE Four Mile Drive (County NE 29 th Street)	2	10 feet	2
1. See Exhibit D for site location. See Exhibit E for anticipated exploration plan. 2. Number of pavement penetrations created by our exploration crew will be dependent on obtaining an adequate volume of material. If additional material is needed for our laboratory testing, additional pavement penetrations will be obtained in adjacent pavement areas, as needed. 3. BGS = below existing ground surface. 4. Although not anticipated for the proposed boring depths, borings may be terminated at shallower depths if relatively dense material is encountered.			

Subsurface Exploration Procedures

TERRACON will obtain a sample of the pavement material with a diamond-tipped core barrel, and will observe approximate aggregate base material thicknesses, if present. The existing pavement components and approximate thickness will be measured with a tape along the side of the pavement penetration. TERRACON plans to advance the borings with a drilling rig using continuous flight solid-stem augers. Four samples are planned to be obtained in each boring. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to the laboratory for testing under the direction of a project engineer. Water level observations will generally be completed during and immediately after drilling.

The TERRACON exploration team will prepare field logs as part of the drilling operations, which will include sampling depths, penetration distances, and other sampling information. These field logs will include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access

Proposed boring locations are situated within existing roadway right-of-way and easements. Should the proposed locations shown in Exhibit E be moved to private property at the request of CLIENT, TERRACON will rely on CLIENT to coordinate right-of-entry to the site with adjacent property owners. TERRACON will obtain the necessary work in roadway right-of-way permits with City of Ankeny, Iowa DOT, or Polk County in order to complete field exploration services.

Traffic Control

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

Ground Disturbance

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

Boreholes will be backfilled with sand after their completion and capped with sack-mixed concrete. Excess auger cuttings will be dispersed in the adjacent ditches. Because backfill material often settles below the surface after a period of time, TERRACON recommends the boreholes be checked periodically and backfilled by CLIENT, if necessary. TERRACON can provide this service or grout the holes as part of a separate AMENDMENT.

Safety

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

Phase 9.0 – Geotechnical Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on boring logs and summarized in the Geotechnical Engineering Report.

TERRACON will submit a ticket request through Iowa One-Call for utility location services. The number or location of proposed borings may deviate from Exhibit E based on the locations of utilities marked by Iowa One-Call service providers. TERRACON will not proceed with borings until locations have been marked by Iowa One-Call service providers. **Phase 9.0 – Geotechnical Services** does not include subsurface exploration.

2.9.2 Laboratory Testing

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

- Visual – Manual Description of Soils
- Water Content
- Unit Weight
- Unconfined Compressive Strength
- Atterberg Limits

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

2.9.3 Geotechnical Engineering Report

Results of **2.9.1 Field Exploration** and **2.9.2 Laboratory Testing** will be reviewed and summarized by a professional engineer in a Geotechnical Engineering Report. The Geotechnical Engineering Report will include the following:

- Boring logs with field and laboratory data.
- Stratification based on visual soil descriptions.
- Groundwater levels observed during and after the completion of drilling.
- Site Location and Exploration Plan.
- Subsurface exploration procedures.
- Description of subsurface conditions.
- Earthwork construction, including:
 - Site preparation.
 - Considerations for existing fill soils.
 - Shrink-swell soil design considerations, if applicable.
 - Cut and fill construction.
 - Excavation and backfill.
 - Suitability of existing on-site soils for use as structural fill.
 - Structural fill compaction criteria.
- Pavements recommendations, including:
 - Subgrade preparation.
 - Subsurface drainage.

2.10 Phase 10.0 – Final Design

Upon CLIENT's acceptance of the Preliminary Plans comment resolution, COMPANY shall subsequently proceed with **Phase 10.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

2.10.1 Final Roadway

A final roadway design will be developed based on the design developed during the Preliminary Design phase and CLIENT directed modifications to NE Four Mile Drive. Design will be in accordance with SUDAS Standard Specifications and City of Ankeny Supplemental Specifications. The final roadway design will include the primary components:

Roadway Typical Sections and Details

Refine proposed typical sections (B Sheets) from the Preliminary Plans to reflect roadway widths, turn lane limits, sidewalk construction limits, roadside design, and final ditch designs. Typical details will also be finalized and included in the B Sheets. Modifications to the NE Four Mile Drive corridor typical sections will include incorporating an urban curb and gutter section Street in place of the rural section depicted in the Preliminary Plans for the segment north of NE 36th.

Roadway Plan and Profiles

Roadway profiles will be optimized based on coordination of final Spectrum 36 development surfaces; consideration of adjacent properties; design of final storm sewer structure depths; and culvert sizes and required cover.

Horizontal alignments are considered complete and modifications of horizontal alignments are not included in the Scope of Services for THIS AMENDMENT.

Final horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades and future construction, will be depicted on the D and E Sheets.

Roadway Modeling and Cross Sections

COMPANY will integrate final horizontal alignments and refined profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 development surfaces to prepare the final roadway models and cross sections for inclusion in the plans. Modifications to the NE Four Mile Drive corridor and cross sections will include incorporating an urban curb and gutter section Street in place of the rural section depicted in the Preliminary Plans for the segment north of NE 36th.

Cross sections (W Sheets and X Sheets) will be created for NE 36th Street (NE 110th Avenue) and NE Four Mile Drive (NE 29th Street) Street at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software. Cross sections will be the basis for earthwork computations.

Roadway Geometrics and Jointing

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

2.10.2 Final Drainage

A final storm sewer, culvert layout, and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications. The design will be based on drainage analysis and design and coordination with the Spectrum 36 development team performed during Functional Design and Preliminary Design. The final drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer optimization using Bentley Geopak Drainage for NE 36th Street design depicted in the Preliminary Plans. In addition, storm sewer will be designed for NE Four Mile Drive north of NE 36th Street to a point approximately 400 feet north of NE 36th Street. COMPANY anticipates storm sewer system outlet north of NE 36th Street shown in the Preliminary Plans will be modified to outlet near the future location of the Upper Pond identified in the Spectrum 36 Stormwater Master Plan.

Storm sewer computations will be validated with independent manual calculations. Storm sewer structure types, pipe sizes and lengths, and outlet revetment will be specified on M Sheets. Green Infrastructure BMPs are not included in the Scope of Services for THIS AMENDMENT.

Final subdrain layout, including cleanouts and outlets will be depicted on the M Sheets.

Culverts and Ditches

Analysis of existing and proposed overland flow, ditch conveyance, and storage conditions near the intersection of NE 36th Street and NE Four Mile Drive using XP-SWMM stormwater modeling software. The XP-SWMM model is not intended to recreate the ultimate buildout results from the Spectrum 36 Stormwater Master Plan. The model will rely on the data provided in the Spectrum 36 Stormwater Master Plan to perform an independent analysis of a proposed, interim condition. Analysis will be utilized in providing final proposed condition recommendations for ditch conveyance, cross culvert sizing and arrangement, and flow control and conveyance near the intersection.

Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets and M Sheets. Ditch sections and culvert longitudinal profiles will be depicted in the cross sections (X Sheets).

2.10.3 Final Water Main and Sanitary Sewer

COMPANY will finalize the sanitary sewer crossing developed during Preliminary Design and prepare a water main crossing for consideration of new City of Ankeny potable water service and distribution south of NE 36th Street.

Water Main

The Spectrum 36 development team is expected to design an extension of the existing 16 inch diameter water main along the north side of NE 36th Street for construction prior to the construction of this NE 36th Street Reconstruction project. Construction of the water main designed by others will be shown on the roadway plan and profiles sheets (D Sheets) and proposed water main layout sheets (O Sheets).

COMPANY will coordinate with the Spectrum 36 development team to locate the extension of the 16 inch diameter water main and associated appurtenances and prepare the layout of one (1) 10 inch crossing near the NE Spectrum Drive intersection. Layout will be shown on O Sheets. Design of longitudinal water main along the NE 36th Street corridor is not included in this Scope of Services.

Sanitary Sewer

COMPANY will finalize the design of one (1) 12 inch sanitary sewer main crossing under NE 36th Street approximately 450 feet east of proposed NE Spectrum Drive. The new crossing will connect with a future 12 inch sanitary sewer main designed by the Spectrum 36 development team. COMPANY will coordinate with the Spectrum 36 development team to determine the location of the new crossing. Design of longitudinal sanitary sewer main along NE 36th Street is not included in this Scope of Services.

2.10.4 Final Intersections and Sidewalks

COMPANY will prepare final intersection and sidewalk layouts for the project. Plans will include intersection specific layouts and longitudinal sidewalk layouts west of NE Threshold Drive and between the NE Threshold Drive and NE Spectrum Drive intersections. The interface of sidewalks will be coordinated with the Spectrum 36 development team.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive intersections. Intersection geometrics, staking, and jointing will be shown on L Sheets.

Sidewalks and Pedestrian Curb Ramps

Refine the design for the sidewalk and pedestrian curb ramps developed during the Preliminary Design phase. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp layouts and calculations will be shown on S Sheets.

Longitudinal sidewalk layouts will be prepared west of NE Threshold Drive and between the NE Threshold Drive and NE Spectrum Drive intersections along the north side of NE 36th Street and between the field and commercial entrances along the south side of NE 36th Street where sidewalks are anticipated to deviate from the typical section horizontal and vertical location. Sidewalk layouts will be shown on S Sheets.

2.10.5 Final Private Drives and Entrances

COMPANY will design NE 36th Street access locations for the proposed private drive east of NE Spectrum Drive and north of NE 36th Street and residential driveways and field entrances south of NE 36th Street. COMPANY assumes five (5) driveways and entrances will be included in the plans. Horizontal alignment and vertical profile will be depicted on the NE 36th Street preliminary plan and profile D Sheets. Exact locations of access will be coordinated with stakeholders.

2.10.6 Final Traffic Signal

This task includes the preparation of final traffic signal plans for three intersections:

- NE 36th Street at I-35 Southbound Ramp Terminal
- NE 36th Street at I-35 Northbound Ramp Terminal
- NE 36th Street at NE Spectrum Drive

COMPANY will refine the traffic signal design plans, developed during the Preliminary Design phase. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. The plans will include the installation of single-mode fiber optic cable from the intersection of NE 36th Street and NE Delaware Avenue to the intersection of NE 36th Street and NE Four Mile Drive.

It is anticipated that the modifications to the I-35 Northbound Ramp Terminal traffic signal system will occur during off-peak / weekend hours and a temporary traffic signal system will not be necessary. Modifications to the traffic signal due to temporary traffic control and construction staging will be included plans.

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

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the same power service location for existing signalized locations. New Power service is anticipated for signal system at the NE Spectrum Drive intersection. Use of existing cabinet / power service is anticipated for the I-35 Southbound Ramp Terminal intersection. Power service coordination will remain at a high level with the intent that the Contractor will be responsible for final power service coordination details.

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

2.10.7 Final Street Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the reconstruction of the project area. COMPANY anticipates a street lighting layout with alternating north and south pole locations along the NE 36th Street corridor. The lighting layout will include luminaires located on top of the traffic signal structures at each

corner of the signalized intersection of NE Spectrum Drive. Intersection lighting at the unsignalized intersection of NE Four Mile Drive will also be included.

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

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

2.10.8 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during Preliminary Design. Maintenance of vehicular traffic will be finalized, including detours due to any intersection or roadway segment closures being considered. This task includes layout of temporary traffic control devices in accordance with CLIENT standards and FHWA MUTCD.

The final plans will include provisions for managing access to the Spectrum 36 development site and to affected properties during construction. On-site temporary accessways will be included on F Sheets and include geometric, staking, and elevation data necessary to construct the temporary accessway.

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

2.10.9 Final Erosion Control and Seeding

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. Indicate location of devices and areas to be seeded.

2.10.10 Special Layouts and Details

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

Removal Plan

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

Existing Utilities Mapping

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

Proposed Utilities Mapping

Proposed Utilities Mapping (for information only) will be based on relocation plans prepared by utility owners.

Plan and Profile for Joint Utility Trench

COMPANY will prepare a typical detail and plan and profile for a Joint Utility Trench along the south side of NE 36th Street. Typical detail will include proposed trench dimensions, depths, and potential utility owner assignments for conduits to be included in the trench.

Plan and profile will depict the horizontal location and vertical profile of the Joint Utility Trench. The trench will be located between front of sidewalk and back of curb. Existing ground and proposed surface elevations will be shown in the profile.

Special Structure Details

COMPANY anticipates an optimized storm design that utilizes the existing intake structure at STA 88+82 (structure S-03) and pipe P-03. One (1) special detail will be prepared that indicates modifications to the structure that includes new pipe penetrations and top slab below the proposed surface.

2.10.11 Final Plans

COMPANY will prepare Pre-Final Plans (75%) for a CLIENT over-the-shoulder (OTS) review session. The Pre-Final Plans will include primary design elements for review and comment prior to COMPANY finalizing plans and specifications for the bid-ready Check Plans (95%) submittal. The following sheets will be included in the Pre-Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Pre-Final Quantities (C Sheet)
- Plan and Profile for NE 36th Street and NE 110th Avenue (D Sheets)
- Plan and Profile for NE Four Mile Drive (E Sheets)
- Plan and Profile for NE Spectrum Drive (E Sheets)
- Plan and Profile for NE Threshold Drive (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easements Layout (H Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Permanent Traffic Control Pavement Markings and Signing (J Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Sanitary Sewer Plan (O Sheet)
- Water Main Plan (O Sheet)
- Sidewalks and Pedestrian Ramp Plan (S Sheets)
- Removal Plan (U Sheets)
- Existing Utility Mapping (U Sheets)
- Cross Sections for NE 36th Street (W Sheets)
- Cross Sections for NE Four Mile Drive (X Sheets)
- Cross Sections for NE 110th Avenue (X Sheets)

COMPANY will facilitate an OTS review session of the Pre-Final Plans with CLIENT as part of a scheduled project status meeting. COMPANY will address one (1) round of CLIENT comments from the Pre-Final Plans OTS review session and prepare bid-ready Check Plans for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments from the Check Plans submittal and prepare Final Plans (100%) for Bid Letting. All sheets from the Pre-Final Plans will be included in the Check Plans and Final Plans submittals, in addition to the sheets listed below.

- Final Quantities, Estimate Reference Information, and General Information (C Sheets)
- Temporary Construction Accessway Layout (F Sheets)
- Street Lighting Layout (P Sheets)
- Erosion Control and Seeding (R Sheets)
- Tabulation of Earthwork (T Sheets)
- Proposed Utility Mapping (U Sheets)
- Typical Detail for Joint Utility Trench (U Sheets)
- Plan and Profile for Joint Utility Trench (U Sheets)
- Special Structure Details (U Sheets)

2.10.12 Final Bid Items and OPCC

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

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

2.10.13 Final Design Quality Control Reviews

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

2.11 Phase 12.0 – Bid Phase Services

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

2.11.1 Iowa DNR Permits

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

- One (1) National Pollutant Discharge Elimination System (NPDES) Permit Application.
- One (1) Water Supply Construction Permit Application.
- One (1) Wastewater Disposal System Construction Permit Application.

2.11.2 Iowa DOT Permits

Due to the proposed improvements, it is assumed permit coordination will be required with Iowa Department of Transportation (DOT). COMPANY will prepare and submit the following permit applications to Iowa DOT on behalf of the CLIENT.

- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

2.11.3 Polk County Permits

Due to the proposed improvements in Polk County jurisdiction, it is assumed permit coordination will be required with Polk County. COMPANY will prepare and submit the following permit applications to Polk County on behalf of the CLIENT.

- One (1) Right-of-Way Grant Permit Application
- One (1) Grading and Site Improvement Permit Application

2.11.4 Project Manual and SWPPP

CLIENT will provide templates for all front-end contract documents in the Project Manual. COMPANY will prepare a Project Manual to include Notice to Bidders and Notice of Public Hearing; Proposal Form; Bid Bond Form; Contract Form; Performance, Payment, and Maintenance Bond Form; and Notice to Proceed. COMPANY will perform the following tasks to fulfill the project bid letting:

- Distribute **Notice to Bidders** and **Notice of Public Hearing** to Contractors.
- Prepare and upload final plans and project manual online through QuestCDN. Fees incurred for contractor download via QuestCDN are included in THIS AMENDMENT up to a maximum of \$600.
- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents.
- Attend project bid letting held by CLIENT and prepare and distribute a tabulation of bid letting results.
- Assist CLIENT with issuing contract award notification and in preparing contract and bond documents following award of the project.

CLIENT will provide templates for the Stormwater Pollution Prevention Plan (SWPPP) to be included in the Project Manual. COMPANY will perform the following:

- Prepare Site Description and Site Map.
- Prepare Pollution Prevention Plan Certification.
- Prepare NPDES Certification.
- Include Grading and Erosion Control Plan (R Sheets).

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule was prepared to include reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|------------------------------------|-------------------|
| • Pre-Final Plans (75%) OTS Review | November 3, 2021 |
| • Check Plans (95%) Submittal | November 17, 2021 |
| • Final Plans (100%) Submittal | December 20, 2021 |
| • Order Construction | January 3, 2022 |
| • Bid Letting | January 25, 2022 |
| • Construction Contract Award | February 7, 2022 |

3.2 Deliverables

The following deliverables are included with the Scope of Services for THIS AMENDMENT.

- Geotechnical Engineering Report
- Street Lighting Layout and Photometric Analysis for MidAmerican Energy designs
- Right-of-way and Permanent Easement Plats and Legal Descriptions
- Temporary Easement Exhibits and Descriptions
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Pre-Final Plans (75%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) OPCC
- Final Plans (100%) prepared on 11" X 17" sheets in PDF format
- Final Plans (100%) OPCC
- Iowa DNR Permits Applications
 - One (1) NPDES) Permit Application.
 - One (1) Water Supply Construction Permit Application.
 - One (1) Wastewater Disposal System Construction Permit Application.
- Iowa DOT Permits Applications
 - Iowa DOT Form 810028
 - Iowa DOT Form 531051
 - Iowa DOT Form 810025
- Polk County Permits Applications
 - One (1) Right-of-Way Grant Permit Application
 - One (1) Grading and Site Improvement Permit Application
- Project Manual and SWPPP
- Bid Tabulation

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

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Environmental site assessments and documentation.
- Special Assessments.
- Retaining wall or box culvert layout and design.
- Stormwater routing analysis and detention basin design.
- Interchange Operations Report
- Temporary traffic signal design at I-35 Northbound Ramps Terminal, NE Spectrum Drive or NE Four Mile Drive.
- Coordination and meetings with property owners, local interest groups, or public.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY under separate agreement, if desired.



CLIENT and COMPANY agree to amend **5.0 SERVICES BY OTHERS** of the original AGREEMENT as follows:

5.0 SERVICES BY OTHERS

COMPANY will rely on subconsultants for the following items:

- **Phase 7.0 – Right-of-Way and Easements**
- **Phase 8.0 – Land Acquisition Services**
- **Phase 9.0 – Geotechnical Services**

CLIENT and COMPANY agree to amend **6.0 CLIENT RESPONSIBILITIES** of the original AGREEMENT as follows:

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Coordination and meetings with property owners, local interest groups, or public.
- Payment processing and fulfillment of the closing process property acquisition.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.

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

7.0 PROFESSIONAL SERVICES FEE

7.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a maximum Not-to-Exceed fee to be increased by **\$365,000** summarized as follows:

<u>Phase Name</u>	<u>Original PSA</u>	<u>Amend No. 1</u>	<u>Total Fee</u>
• Phase 1.0 – Project Management and Administration	\$ 19,400	\$40,600	\$60,000
• Phase 2.0 – Stakeholder Coordination	\$ 8,600	\$6,500	\$15,100
• Phase 3.0 – Utility Coordination	\$ 11,300	\$11,000	\$22,300
• Phase 4.0 – Surveying and Mapping	\$ 18,200		\$18,200
• Phase 5.0 – Functional Design	\$ 71,000		\$71,000
• Phase 6.0 – Preliminary Design	\$ 78,000		\$78,000
• Phase 7.0 – Right-of-Way and Easements		\$30,000	\$30,000
• Phase 8.0 – Land Acquisition Services		\$45,800	\$45,800
• Phase 9.0 – Geotechnical Services		\$10,400	\$10,400
• Phase 10.0 – Final Design		\$215,000	\$215,000
• Phase 11.0 – Bid Phase Services		\$5,700	\$5,700
• Total Time and Materials	\$ 206,500	\$365,000	\$571,500

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



The total authorized compensation after THIS AMENDMENT, including the original AGREEMENT, is five hundred seventy-one thousand five hundred Dollars (\$571,500).

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written below.

HR GREEN, INC.

Approved by: 
Printed/Typed Name: David Maxwell, P.E.
Title: Vice President Date: 10/26/2021

CITY OF ANKENY

Accepted by: 
Printed/Typed Name: Gary Lorenz
Title: Mayor Date: 11-1-21

Attest: 
Printed/Typed Name: Denise L. Hoy
Title: City Clerk Date: 11-1-21



PROFESSIONAL SERVICES AGREEMENT

For

**NE 36th Street Reconstruction
I-35 to NE Four Mile Drive**

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

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

April 5, 2021

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

1.0 PROJECT UNDERSTANDING

1.1 General Understanding

This project includes the design of the widening and pavement reconstruction of NE 36th Street from just east of I-35 to NE Four Mile Drive and traffic signal installations at the intersections of NE 36th Street at I-35 Southbound Ramps and NE Spectrum Drive to accommodate the projected increase in traffic and access needs associated with the Spectrum 36 Neighborhood Plan. This project is further described as follows:

- Removal of existing pavement;
- Excavation and preparation of existing subgrade;
- Construction of new pavement on new modified subbase with longitudinal subdrain;
- Construction of storm sewer systems;
- Pedestrian accessibility and bicycle accommodations improvements;
- Traffic signal, signing, and pavement marking improvements;
- Installation of sanitary sewer crossing of NE 36th Street.

1.2 Project Criteria and Assumptions

- The project will be let by means of a local letting, and the latest edition of Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- Computer Aided Design (CAD) will be performed using Bentley software applications.
- Design of proposed improvements to NE 36th Street will reference the Spectrum 36 Neighborhood Plan approved April 5, 2021 and associated traffic and drainage studies.
- Scope of Services as part of this AGREEMENT includes the services necessary to perform design survey, coordinate potential existing utility adjustments, coordinate facility interface with development stakeholders, prepare functional designs for alternative analysis, and develop a preliminary design based on a preferred alternative.
- Remaining design services, such as Geotechnical, Right-of-Way, Public Information Meeting, Final Design, and Bid Letting services, will be included in an AMENDMENT to this AGREEMENT or under a separate AGREEMENT.
- Project Management and Administration, Stakeholder Coordination, and Utility Coordination services will be provided for a duration of four (4) Months under this AGREEMENT. These services will be included with the above remaining design services in an AMENDMENT to this AGREEMENT, or under a separate AGREEMENT, to meet a project bid letting tentatively scheduled for January 2022.



2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Stakeholder Coordination
- Phase 3.0 – Utility Coordination
- Phase 4.0 – Surveying and Mapping
- Phase 5.0 – Functional Design
- Phase 6.0 – Preliminary Design

Each of these Phases of engineering design services is described below.

2.1 Phase 1.0 – Project Management and Administration

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

2.1.1 Administration and Controls

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

2.1.2 Progress Reporting and Invoicing

Prepare four (4) monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the four-month AGREEMENT duration.

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates eight (8) formal internal project coordination meetings.

This task includes three (3) project status meetings with CLIENT – two (2) meetings during Functional Design and one (1) meeting during Preliminary Design. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Stakeholder Coordination

Participate in recurring phone and email correspondence and periodic coordination of design information with engineering professionals and representatives of the Spectrum 36 Neighborhood Plan development team, Polk County, and CLIENT.

2.2.1 Development Team Coordination

This task includes periodic phone and email correspondence and two (2) coordination meetings with the Spectrum 36 Neighborhood Plan development team and CLIENT – one (1) meeting each during Functional Design and Preliminary Design. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's, CLIENT's, or development team's location, or hosted by either party online. COMPANY will document discussions and decisions to consider in development of Functional Design and Preliminary Design.

2.2.2 Iowa DOT Coordination

Project includes new traffic signalization at the NE 36th Street and I-35 Southbound Ramps intersection. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Iowa DOT and CLIENT and participate in one (1) online meeting during Preliminary Design. COMPANY will rely on CLIENT to coordinate the installation justification of the traffic signal with the Iowa DOT during Functional Design.

2.2.3 Polk County Coordination

Project includes potential impacts to Polk County facilities, including NE 110th Avenue (City NE 36th Street) and NE 29th Street (City NE Four Mile Drive) and requires coordination with Polk County Public Works and CLIENT. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Polk County Public Works Engineering Division and CLIENT and participate in two (2) coordination meetings – one (1) meeting each during Functional Design and Preliminary Design.

2.3 Phase 3.0 – Utility Coordination

2.3.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the project footprint which require notification. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area. COMPANY will review utility maps provided by facility owners for consistency with field locates.

2.3.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and Preliminary Design. COMPANY will provide copies of Preliminary Design Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts. Utility relocation plan review is not included in this Scope of Services. COMPANY will review utility relocation plans and participate in periodic phone and email correspondence to coordinate relocations as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT for Final Design.

2.3.3 Meetings

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

- One (1) joint utility coordination meeting will be conducted at the conclusion of Preliminary Design.
- One (1) focus coordination meeting with MidAmerican Energy to discuss potential impacts to overhead electric lines.

2.3.4 Test Holes

COMPANY will employ the services of a qualified Contractor to perform vacuum excavation to spot check existing underground utilities at the intersections of NE 36th Street and I-35 Southbound Ramps and NE 36th Street and NE Spectrum Drive at the conclusion of Preliminary Design. Vacuum excavation test holes will validate the horizontal location of mapped utilities for the purposes of finalizing the location of traffic signal poles. The Contractor will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. The Contractor will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within I-35 exit ramp and entrance ramp right-of-way. This Scope of Services includes eight (8) vacuum excavation test holes.

2.4 Phase 4.0 – Surveying and Mapping

COMPANY will perform survey and mapping services for the project. Survey will include features within existing right-of-way and beyond the existing right-of-way to understand the terrain and existing features adjacent to existing roadway project limits. COMPANY shall provide survey generally described below and identified in EXHIBIT C.

- Along NE 36th Street (County NE 110th Avenue) from just west of the I-35 Southbound Ramps intersection to the NE Four Mile Drive (County NE 29th Street) intersection. (approximately 2,800 linear feet). Total cross section width is approximately 250 feet.
- Along NE 110th Avenue from the NE Four Mile Drive (County NE 29th Street) intersection east 1,000 linear feet. Total cross section width is approximately 250 feet.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection south 1,000 linear feet. Total cross section width is approximately 150 feet.
- Along NE 29th Street from the NE 36th Street (County NE 110th Avenue) intersection north 1,000 linear feet. Total cross section width is approximately 150 feet.

2.4.1 Surveying

Right-of-Way and Parcel Mapping and Research

COMPANY will prepare a Bentley MicroStation CAD file with parcel lines based on publicly available GIS mapping. Parcel owner names will be obtained from Polk County public records and added to the CAD file for the purposes of plan preparation. Right-of-way lines will be shown according to Polk County records. Access control lines will be shown according to Iowa DOT records.

Right-of-Entry

Right-of-Entry is anticipated for adjacent parcels. Survey activities on private property are required. Right-of-entry will be coordinated and acquired by CLIENT.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88 GEOID12A) IA RTN US Survey Feet will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the final plans. COMPANY will produce Reference Ties in Bentley MicroStation CAD format.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area and adjacent Spectrum 36 Neighborhood development. Obtain section corner information from Polk County. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.
- *Vertical Control* – Locate existing benchmarks established along roadways within the project area and adjacent Spectrum 36 Neighborhood development. Existing benchmark and datum information will be provided by CLIENT. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Iowa DOT feature codes will be used for survey on the project and identify the following:

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

Utility Survey

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

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

Field Books

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

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

2.4.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements.

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

2.5 Phase 5.0 – Functional Design

COMPANY will perform Functional Design services to evaluate two (2) ultimate functional designs from just east of I-35 to NE Four Mile Drive. One (1) interim build condition associated with each ultimate functional design will also be evaluated to determine feasible interim conditions should budgetary constraints prohibit construction of an ultimate functional design.

Ultimate Functional Design A

This functional design for NE 36th Street will include a horizontal alignment that generally follows the existing NE 36th Street centerline and balanced widening of the corridor to the north and south. Right-of-way from north and south properties would be anticipated along with utility adjustments along the south side of the corridor. Full buildout of the proposed functional design typical cross section would terminate at NE Four Mile Drive. Transition sections and segments of NE 29th Street, NE Four Mile Drive, and NE 110th Avenue would be anticipated.

- *Interim Condition A* – An interim condition will be evaluated that utilizes the base horizontal and vertical geometry of Ultimate Functional Design A. The east terminus of the project would likely be located just east of NE Spectrum Drive due to the traffic generated from the initial phase of the Spectrum 36 Neighborhood Plan. A determination by CLIENT will be made on the interim lane configuration, pedestrian and bicycle facilities, and a horizon year for recommended buildout of the ultimate functional design.

Ultimate Functional Design B

This functional design for NE 36th Street will include a horizontal alignment that shifts the existing NE 36th Street centerline north to minimize right-of-way acquisition and potential utility adjustments along the south side of the corridor. The centerline would shift south in alignment with the existing centerline approaching NE Four Mile Drive. Full buildout of the proposed functional design typical cross section would terminate at NE Four Mile Drive. Transition sections and segments of NE 29th Street, NE Four Mile Drive, and NE 110th Avenue would be anticipated.

- *Interim Condition B* – An interim condition will be evaluated that utilizes the base horizontal and vertical geometry of Ultimate Functional Design B. The east terminus of the project would likely be located just east of NE Spectrum Drive due to the traffic generated from the initial phase of the Spectrum 36 Neighborhood Plan. A determination by CLIENT will be made on the interim lane configuration, pedestrian and bicycle facilities, and a horizon year for recommended buildout of the ultimate functional design.

At the conclusion of Functional Design, a preferred alternative will be selected and carried forward into Preliminary Design. Work tasks to be performed by COMPANY as part of this Phase are described below.

2.5.1 Design Criteria and Constraints

Develop the project design criteria based on SUDAS and other applicable sources with input from CLIENT. Identify constraints applicable to the project and consistent with the goals of the project. The following will be performed to document design criteria and constraints:

- Verify functional classification, design type, and design speed.
- Establish and evaluate geometric elements of the proposed improvements.
- Evaluate alternative section dimension requirements including lane width, cross slope, curb offset, parking area width and slope, and sidewalk and shared use path offsets, etc.
- Establish provisions for pedestrians with regards to pedestrian push button accessibility, sidewalk and curb ramp vertical elevations as required by PROWAG.
- Determine project areas to be closed to traffic and detour alternatives.
- Evaluate maintenance of pedestrian traffic during construction, including detours.
- Identify constraints such as utilities, right-of-way, trees, private infrastructure, drainage-related elements, sight distance, etc. that will influence the design.
- Confirm drainage design criteria.

Pavement design will not be performed. CLIENT will provide prescription for pavement, subbase, and subgrade materials and thicknesses to COMPANY.

2.5.2 Site Visit

An initial site visit will be conducted to inventory and observe existing features. Site Visit will involve three (3) representatives of COMPANY.

2.5.3 Functional Design Roadway

Roadway Typical Sections

Alternate typical sections for NE 36th Street will be evaluated to determine the appropriate width and longitudinal jointing layout of the roadway for each ultimate build condition and interim build condition. Typical section elements will include lane widths, curb and gutter sections, cross slope, and parking area width and slope, sidewalk width and location, utility locations, right-of-way width(s), and clear zone.

It is assumed ultimate functional design typical sections will generally be consistent with existing NE 36th Street sections west of NE Otter View Circle. No more than two (2) typical section alternatives for NE 36th Street will be evaluated for each ultimate functional design and interim build condition. One (1) widening and transition typical section for each of NE 110th Avenue, NE 29th Street, and NE Four Mile Drive will also be developed.

Roadway Plan and Profiles

Establish NE 36th Street horizontal alignment and vertical profile for each ultimate functional design based on the topographic survey, available NE 36th Street as-built information, right-of-way constraints, and Spectrum 36 Neighborhood development plans. Interim condition alignments and profiles will utilize ultimate functional design alignments and profiles to the extent practical. It is anticipated that transition alignments and profiles will be necessary to evaluate interim conditions within each ultimate functional design. Widening and transition lane geometry for each of NE 110th Avenue, NE 29th Street, and NE Four Mile Drive will also be developed.

Roadway Modeling and Cross Sections

Integrate NE 36th Street functional design horizontal alignments and vertical profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 Neighborhood development surfaces to prepare functional design roadway model and cross sections. Cross sections will be created at 50-foot intervals and at geometric break points and transition points using Bentley MicroStation and Geopak OpenRoads software. Cross sections for each of NE Four Mile Drive, NE 110th Avenue, and NE 29th Street will also be developed.

Modeling and cross sections will be created for construction cost estimating and reference material for guidance during alternative review. Formal cross section exhibits, plan sheets, and scroll plots during Functional Design are not included in this Scope of Services.

2.5.4 Functional Design Drainage

Based on desktop research of existing conditions, current runoff along NE 36th Street is discharged into roadside ditches situated on both the north and south sides of the existing road. These shallow ditches gently flow east toward the intersection with NE Four Mile Drive and NE 29th Street. From here, flows appear to turn south and flow along NE Four Mile Drive to a corrugated metal pipe approximately 2,000 feet south of NE 36th Street where flow crosses under NE Four Mile Drive from west to east, eventually reaching Deer Creek.

According to the Stormwater Management Report prepared by RDG for the Spectrum 36 development, it is the development team's intention to capture the pavement runoff from NE 36th Street and NE Four Mile Drive and route it into the Upper Detention Area basin near the SE corner of the Spectrum 36 development, ultimately flowing north to Otter Creek. The functional drainage design for the NE 36th Street project will consider this plan in drainage analysis.

COMPANY will perform a limited drainage area-based analysis to inventory existing hydrologic and hydraulic conditions and analyze any impacts of the proposed improvements on downstream property owners and to determine appropriate infrastructure sizing. Analysis will be in accordance with SUDAS Stormwater Management Criteria, City of Ankeny Supplemental Specifications, and CLIENT'S applicable codes and ordinances and reference the above stormwater report.

This task also includes developing one (1) technical memorandum documenting the existing conditions for stormwater flows, design methodology for draining the new road section and anticipated upstream development, along with other related recommendations to CLIENT.

2.5.5 Functional Design Exhibits

COMPANY will prepare Functional Design Exhibits for each ultimate functional design and interim build condition for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments during the **2.5.8 Functional Design Alternative Review** task. The following sheets will be included in the Functional Design Exhibits submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Functional Design Roadway Typical Cross Sections (B Sheets)
- Functional Design Roadway Plan and Profile for NE 36th Street (D Sheets)
- Functional Design Roadway Plan and Profile for NE Four Mile Drive (E Sheets)
- Functional Design Roadway Plan and Profile for NE 110th Avenue (E Sheets)
- Functional Design Roadway Plan and Profile for NE 29th Street (E Sheets)

One (1) scroll plot of each ultimate functional design and interim build condition will also be prepared and submitted to support the **2.5.8 Functional Design Alternative Review** task.

2.5.6 Functional Design OPCC

Determine quantities and bid items using the standard bid items provided by SUDAS and prepare Opinion of Probable Construction Costs (OPCC) for each ultimate functional design and interim condition to support the **2.5.8 Functional Design Alternative Review** task. Each OPCC will be based on estimated quantities for major construction items (e.g. removals, pavement, sidewalk, pedestrian ramps, traffic signals, storm sewer intakes, storm sewer pipes, etc.) and include an appropriate contingency for unidentified bid items.

2.5.7 Functional Design Field Review

Review of ultimate functional design and interim build conditions at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage structure design, utility installations, pedestrian and bicycle facilities, and traffic signal improvements. The review will be held to support selection of a preferred alternative. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.5.8 Functional Design Alternative Review

COMPANY will collaborate with CLIENT to develop preferred alternative selection criteria. Each ultimate functional design and interim build condition will be evaluated based on the selection criteria and documented in one (1) technical memorandum. The technical memorandum will summarize existing conditions, proposed ultimate functional designs, interim build conditions, stormwater improvements, construction costs, and recommendation of a preferred alternative for continued project development.

2.5.9 Functional Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Functional Design Preferred Alternative milestone and interim milestone submittals for Functional Design Exhibits, Functional Design OPCC, and Functional Design Drainage technical memorandum. Technical reviews will be performed by the Project Manager and experienced professional engineers to check for accuracy of engineering design, feasibility of future improvements, constructability of any interim conditions and ultimate functional designs, and completeness of exhibits and technical memoranda.

2.6 Phase 6.0 – Preliminary Design

COMPANY will perform preliminary design services, including the preparation of preliminary design plans depicting the proposed improvements identified in the preferred alternative. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.6.1 Preliminary Roadway

Roadway Typical Sections

COMPANY will refine typical cross sections based on the **2.5.8 Functional Design Alternative Review** task for inclusion in the preliminary plans.

Roadway Plan and Profiles

COMPANY will refine horizontal alignments and vertical profiles based on the **2.5.8 Functional Design Alternative Review** task for inclusion in the preliminary plans.

Roadway Modeling and Cross Sections

COMPANY will integrate refined alignments and profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 Neighborhood development surfaces to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.

Cross sections will be created for NE 36th Street, NE Four Mile Drive, NE 110th Avenue, and NE 29th Street at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.6.2 Preliminary Drainage

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

2.6.3 Preliminary Water Main and Sanitary Sewer

The Spectrum 36 Neighborhood Plan development team is expected to design an extension of the existing 16 inch diameter water main along the north side of NE 36th Street for construction prior to the construction of this NE 36th Street Reconstruction project.

Construction of the water main designed by others is anticipated to occur in two phases – phase one includes construction east to NE Spectrum Drive and phase two includes construction from NE Spectrum Drive east to NE Four Mile Drive. COMPANY will coordinate with the Spectrum 36 Neighborhood Plan development team to locate the extension of the 16 inch diameter water main and associated appurtenances. Design of water main is not included in this Scope of Services.

COMPANY will design one (1) 12 inch sanitary sewer main crossing under NE 36th Street approximately 450 feet east of proposed NE Spectrum Drive. The new crossing will connect with a new 12 inch sanitary sewer main designed by the Spectrum 36 Neighborhood Plan development team. COMPANY will coordinate with the Spectrum 36 Neighborhood Plan development team to determine the location of the new crossing. Design of sanitary sewer main along NE 36th Street is not included in this Scope of Services.

2.6.4 Preliminary Intersection

COMPANY will design intersections at NE Threshold Drive and NE Spectrum Drive based on approach lane geometry included in the Spectrum 36 Neighborhood Plan and associated traffic studies. New pedestrian facilities will be coordinated with task **2.6.6 Preliminary Traffic Signal**.

Pedestrian facilities for intersections at I-35 Southbound Ramps, NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive (County NE 29th Street) will be depicted in preliminary S Sheets. Preparation of L Sheets depicting detailed intersection geometry, staking, and jointing layouts are not included in this Scope of Services.

Modifications to the existing intersection geometry and pedestrian ramps at the intersection of NE 36th Street at I-35 Northbound Ramps is not included in this Scope of Services. Preparation of L Sheets will occur during Final Design as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT.

NE 36th Street at I-35 Southbound Ramps

COMPANY anticipates the intersection of NE 36th Street at I-35 Southbound Ramps will be signalized. COMPANY will design new directional east-west pedestrian crossings with consideration of new traffic signalization. Design of a new directional north-south pedestrian crossing is not included in the Scope Services. Modifications to the existing intersection geometry is not included in this Scope of Services.

NE 36th Street at NE Threshold Drive

COMPANY anticipates the intersection of NE 36th Street at NE Threshold Drive will not be signalized. Develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, pedestrian facilities, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

This intersection is expected to be the primary service exit for freight delivery and will be designed with a right-in / right-out condition. Intersection returns will be designed to accommodate a WB-67 design vehicle.

NE 36th Street at NE Spectrum Drive

COMPANY anticipates the intersection of NE 36th Street at NE Spectrum Drive will be signalized. Develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, pedestrian facilities, traffic signalization, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

This intersection is expected to be the primary service entrance for freight delivery. Intersection returns will be designed to accommodate a WB-67 design vehicle.

NE 36th Street at NE Four Mile Drive / NE 29th Street

COMPANY anticipates the All-Way Stop Controlled (AWSC) intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street will not be signalized. COMPANY will develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

COMPANY will design a new north-south pedestrian crossing on the west side of the intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street. The design will consider and accommodate future east-west pedestrian crossings and a future north-south pedestrian crossing on the east side of the AWSC intersection.

2.6.5 Preliminary Private Drives and Entrances

COMPANY will design NE 36th Street access locations for the proposed private drive east of NE Spectrum Drive and north of NE 36th Street and residential driveways and field entrances south of NE 36th Street. Horizontal alignment and vertical profile will be depicted on the NE 36th Street preliminary plan and profile D Sheets. Exact locations of access will be coordinated with stakeholders.

2.6.6 Preliminary Traffic Signal

NE 36th Street at I-35 Southbound Ramps

Design will involve modifications to the existing traffic signal system at the NE 36th Street and I-35 interchange. Design will include new traffic signal poles, handholes, signal heads, detection, and conduit and wiring at the NE 36th Street and I-35 Southbound Ramp terminal intersection. New pedestrian related equipment, including push buttons and pedestrian signal heads, is anticipated.

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

The traffic signal system design for NE 36th Street at I-35 Southbound Ramps will be based on the following assumptions:

- A wooden-pole/span wire traffic signal system is anticipated.
- A pole mounted traffic signal cabinet to be installed.
 - Alternative method to be determined is to operate both ramp terminal intersections from existing northbound ramp terminal intersection cabinet.
- Power service connection to be developed and coordinated with electric service provider (quadrant to be determined as part of design process).
 - Alternative method to be determined is to operate both ramp terminal intersections from existing northbound ramp terminal intersection cabinet.
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated.
 - Interconnect design will consist of design of conduit/handhole routing to tie into the existing fiber optic cabinet/conduit system along the south side of NE 36th Street.
 - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
 - Interconnect design will be at the outside plant fiber optic cable level.
 - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT. It is anticipated that connection detail efforts will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required.
- Design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

NE 36th Street at NE Spectrum Drive

Design will involve a new traffic signal system on NE 36th Street at NE Spectrum Drive. Design will include new traffic signal poles, handholes, signal heads, detection, conduit and wiring, and pedestrian pushbutton poles.

Approach lane geometry will be provided by CLIENT and based on the traffic analysis and studies prepared by the Spectrum 36 Neighborhood development team.

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

The traffic signal system design for NE 36th Street at NE Spectrum Drive will be based on the following assumptions:

- New traffic signal cabinet / controller (quadrant to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (quadrant to be determined as part of design process).
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- Traffic signal poles will be combination traffic signal / lighting galvanized steel poles.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated.
 - Interconnect design will consist of design of conduit/handhole routing to / from the existing traffic signal cabinet at the southwest quadrant of the intersection of NE 36th Street and I-35 Northbound Ramps to the new traffic signal cabinet at NE Spectrum Drive. Interconnect conduit/handhole route will also be installed to NE Four Mile Drive / NE 29th Street for future use.
 - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
 - Interconnect design will be at the outside plant fiber optic cable level.
 - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT. It is anticipated that connection detail efforts will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required.
- Design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

NE 36th Street at NE Four Mile Drive / NE 29th Street

COMPANY anticipates the All-Way Stop Controlled (AWSC) intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street will not be signalized. Design of a traffic signal system for this intersection is not included in this Scope of Services.

NE 36th Street at NE Threshold Drive

COMPANY anticipates the right-in / right-out intersection of NE 36th Street at NE Threshold Drive will not be signalized. Design of a traffic signal system for this intersection is not included in this Scope of Services.

Site Visits

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

Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersections of NE 36th Street at I-35 Southbound Ramps and NE 36th Street at NE Spectrum Drive. The preliminary permanent traffic plans are anticipated to include:

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

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes.

The traffic signal wiring diagram callouts/annotations, fiber optic cable termination/splicing details/notes, traffic signal tabulations, special provision document and Public Interest Finding (PIF) memorandum will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.

2.6.7 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed, including detours due to any intersection or roadway segment closures being considered.

2.6.8 Preliminary Plans

COMPANY will prepare Preliminary Plans (50%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments. Preparation of Check Plans (95%) and Final Plans (100%) for Bid Letting will be completed as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT.

The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Preliminary Quantities (C Sheets)
- Preliminary Plan and Profile for NE 36th Street (D Sheets)
- Preliminary Plan and Profile for NE Four Mile Drive (E Sheets)
- Preliminary Plan and Profile for NE 110th Avenue (E Sheets)
- Preliminary Plan and Profile for NE 29th Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Construction Staging and Traffic Control (J Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sanitary Sewer Plan (O Sheets)
- Preliminary Sidewalk Plans (S Sheets)

- Preliminary Cross Sections for NE 36th Street (W Sheets)
- Preliminary Cross Sections for NE Four Mile Drive (X Sheets)
- Preliminary Cross Sections for NE 110th Avenue (X Sheets)
- Preliminary Cross Sections for NE 29th Street (X Sheets)

2.6.9 Preliminary Bid Items and OPCC

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

2.6.10 Preliminary Field Review

Review of Preliminary Plans at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage design, utility installations, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments and items to be carried into Final Design as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.6.11 Preliminary Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design, constructability of the project, and completeness of plans. This task includes time for COMPANY to coordinate comment resolution with CLIENT based on one (1) round of CLIENT review comments received following submittal of Preliminary Plans.

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

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

- | | |
|--|----------------|
| • Notice-to-Proceed | April 5, 2021 |
| • Functional Design Exhibits and OPCC | June 7, 2021 |
| • Functional Design Field Review | June 14, 2021 |
| • Functional Design Alternative Review | June 21, 2021 |
| • Preliminary Plans (50%) | July 19, 2021 |
| • Preliminary Design Field Review | August 2, 2021 |

The following schedule includes estimated milestone dates associated with Scope of Services that may be included under an AMENDMENT to this AGREEMENT, or under a separate AGREEMENT. The schedule below was prepared to identify key milestone dates that would fulfill the design stage of the NE 36th Street Reconstruction project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|---|-----------------|
| • Amendment or Separate Agreement Execution | August 16, 2021 |
| • Public Information Meeting | August 31, 2021 |



- | | |
|----------------------|-------------------|
| • Check Plans (95%) | October 25, 2021 |
| • Final Plans (100%) | December 20, 2021 |
| • Order Construction | January 3, 2022 |
| • Bid Letting | January 25, 2022 |
| • Contract Award | February 7, 2022 |

3.2 Deliverables

The following deliverables are included with this Scope of Services.

- Functional Design Alternatives Exhibits
 - Electronic scroll plot file(s) in PDF format
 - Functional Design Roadway Typical Sections on 11" X 17" sheets in PDF format
 - Functional Design Plan and Profiles on 11" X 17" sheet in PDF format
- Functional Design Alternatives Opinion of Probable Construction Cost (OPCC)
- Functional Design Drainage Technical Memorandum
- Functional Design Preferred Alternative Technical Memorandum
- Preliminary Design Plans prepared on 11" X 17" sheets in PDF format
- Preliminary Design OPCC

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Public information meeting services
- Final design services
- Bid letting services
- Construction observation and administration services
- Construction survey and staking
- Stormwater detention design
- Right-of-Way and real estate services
- Geotechnical engineering services
- Traffic data collection
- Traffic volume forecasting
- Traffic operations/capacity/turn lane analysis and reports
- Street lighting design and photometric analysis
- Individual property owner coordination

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

5.0 SERVICES BY OTHERS

COMPANY will rely on an independent Contractor for the following items:

- 2.3.4 Test Holes

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Right-of-Entry
- Traffic signal installation justification to Iowa DOT



- Relevant information from previous Polk County correspondence
- Information on proposed projects in the vicinity of this project
- Spectrum 36 Neighborhood Plan
- Spectrum 36 Neighborhood Plan traffic and drainage studies
- Selection of a Preferred Alternative
- Approval of proposed Preliminary Design improvements

7.0 PROFESSIONAL SERVICES FEE

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$206,500 summed as follows:

• Phase 1.0 – Project Management and Administration	\$ 19,400
• Phase 2.0 – Stakeholder Coordination	\$ 8,600
• Phase 3.0 – Utility Coordination	\$ 11,300
• Phase 4.0 – Surveying and Mapping	\$ 18,200
• Phase 5.0 – Functional Design	\$ 71,000
• Phase 6.0 – Preliminary Design	\$ 78,000

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



8.0 TERMS AND CONDITIONS

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

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

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

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

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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



8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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



submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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



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

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

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

8.24 Certificate of Merit

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

8.25 Indemnification

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

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

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

8.26 Municipal Advisor

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



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

Sincerely,

HR GREEN, INC.

Jason Lastovica, P.E.

Author Name

Approved by:

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

Printed/Typed Name: David Maxwell, P.E.

Title: Practice Leader – Transportation Design Date: 3/29/2021

CITY OF ANKENY

Accepted by:

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

Printed/Typed Name: Gary Lorenz

Title: Mayor Date: 4.5.21

Attest:

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

Printed/Typed Name: Denise L. Hoy

Title: City Clerk Date: 4.5.21

EXHIBIT A

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

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

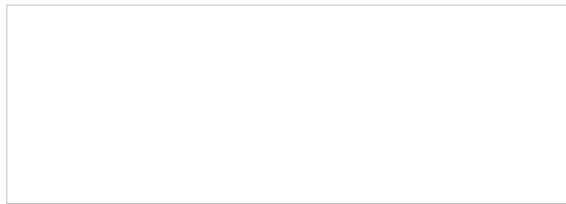


EXHIBIT B
HR GREEN
Billing Rate Schedule
Effective January 1, 2021

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

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile.



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment #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.

EXECUTIVE SUMMARY:

JEO Consulting Group, Inc. has completed the preliminary design and a portion of the final design of the SE Delaware Avenue HMA Widening project. The Public Works Department proposes to continue using JEO Consulting Group, Inc. for the remainder of the final design engineering services for the project.

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

The fee for the additional engineering services is \$24,595.00. The original Professional Services Agreement for design engineering services is \$97,750.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$122,345.00

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with JEO Consulting Group, Inc.

FISCAL IMPACT: No

The design engineering services for the SE Delaware Avenue HMA Widening project are included in the City's 2021-2025 Capital Improvement Program for 2021.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$24,595.00 with JEO Consulting Group, Inc. for design engineering services on the SE Delaware Avenue HMA Widening project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement

This is **EXHIBIT F**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 19, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: January 3, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE Delaware Avenue HMA Widening**

Nature of Amendment:

- ☒ X Additional Services to be performed by Engineer
- ☒ X Modifications of payment to Engineer
- ☒ X Modifications of project timeline

Description of Modifications:

This Amendment is associated with separating the City of Ankeny portion of the corridor from the Polk County portion of the corridor and proceeding with a local letting that does not include the Polk County portion. Also included in this Amendment is the preparation of acquisition plats and utility potholing performed by a sub-consultant. These services include:

Exhibit A – Scope of Services, Section II, Engineering Services

Amend the following sections:

F. Bidding Phase Services

1. Furnish plans, specifications, and contract documents of the Project to the Owner for prospective bidders via upload to QuestCDN. JEO will upload to QuestCDN.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during the advertising phase.
4. The project will be let by the Owner and the Engineer will attend the bid opening, confirm bid prices, prepare tabulation of construction bids, prepare Contract and PPM Bond forms, send to Contractor, and recommend award of Contract to the Owner.

Add the following sections:

- H. Amendment No. 1: Design and Plan Sheet Updating – Removal from Polk County plans
1. The original plans were to be included in Polk County's submittal to the Iowa DOT's Local Systems Bureau, as part of a Federal-aid SWAP project. Polk County was providing the following plan sheets: A, C, J.
 2. JEO will create, update, and finalize the necessary A, C, and J sheets, while continuing to use Iowa DOT bid items, estimate reference information, and tabulation tables.
 3. JEO will utilize the Owner's front end documents and SUDAS Division 1 specifications for the General Provisions and Covenants for execution of the Contract and PPM Bond forms between the Owner and the Contractor.
- J. Amendment No. 1: Acquisition Plats
1. Create acquisition plats for the required right-of-way acquisition along the project corridor. Property acquisition is not included in this scope.
- K. Amendment No. 1: Utility Potholing
1. Sub-consultant to perform utility potholing along project corridor to locate existing utility lines and approximate depths.

Exhibit A – Scope of Services, Section IV, Fee Schedule (Hourly Not to Exceed)

Amend the Section IV of the original Agreement with the following Section IV:

<i>Item</i>	<i>Original Agreement</i>	<i>Amendment #1</i>	<i>Total</i>
A. Project Administration and Coordination	\$17,050.00	\$ 0.00	\$ 17,050.00
B. Environmental Services	\$ 2,000.00	\$ 0.00	\$ 2,000.00
C. Preliminary Design Services	\$43,610.00	\$ 0.00	\$ 43,610.00
D. Project Information Meeting	\$ 3,450.00	\$ 0.00	\$ 3,450.00
E. Final Design Services	\$28,950.00	\$ 0.00	\$ 28,950.00
F. Bidding Phase Services	\$ 2,690.00	\$ 0.00	\$ 2,690.00
G. Construction Services			By Amendment
H. Amendment No. 1 – Design	\$ 0.00	\$15,095.00	\$ 15,095.00
I. Amendment No. 1 – Acquisition Plats	\$ 0.00	\$ 3,500.00	\$ 3,500.00
J. Amendment No. 1 – Utility Potholing	\$ 0.00	\$ 6,000.00	\$ 6,000.00
Total	\$ 97,750.00	\$24,595.00	\$122,345.00

Exhibit A – Scope of Services, Section V, Timeline

Append the following subsection to read:

- A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.
- i. Contract Documents to Owner for Review 12/23/2021
 - ii. Contract Documents Comments to Engineer 01/07/2022
 - iii. Notice to Bidders and Notice of Public Hearing 01/10/2022
 - iv. City Council Approves Contract Documents 01/18/2022
 - v. Project Bid Letting 02/15/2022
 - vi. Contract Award 02/21/2022
 - vii. Construction Begins Spring 2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

ENGINEER: **JEO Consulting Group, Inc.**

By: _____

Print

Name: Mark Holm

Title: Mayor

Date Signed: _____

By:  _____

Print

Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 12/21/2021



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 19, 2021 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SE Delaware Avenue HMA Widening ("Project").

JEO Project Number: 201512.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section VII of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee schedule is outlined in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Standard Hourly Rate Schedule

Exhibit D – City of Ankeny Insurance Requirements for Professional Services

Exhibit E – Project Location & Concept Design Map

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: 

By: 

Gary Lorenz

Tim Sheets

(Print Name)

(Print Name)

Title: Mayor

Title: Project Manager

Date Signed: 4-19-21

Date Signed: 04/13/2021

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works

JEO Consulting Group, Inc.

1210 NW Prairie Ridge Drive

1615 SW Main Street, Suite 205

Ankeny, IA 50023

Ankeny, IA 50023-7261

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. The project includes Preliminary Design, Environmental Services, Final Design, and Bid Letting Support for SE Delaware Avenue between SE 66th Street and Polk County NE 62nd Avenue. The southern edge of the project aligns with Ankeny city limits. Topographic Survey was completed in a separate contract.
- B. The southern extent of this project will tie directly into a project being designed by Polk County. The intent is to use the same roadway typical section throughout the SE Delaware Avenue corridor.
- C. JEO will coordinate with both the City of Ankeny and Polk County throughout the project. JEO's plan sheets will be provided to Polk County for inclusion in their project plan set, which will then be submitted to the Iowa DOT as a local system, non-federal aid (SWAP) project submittal. JEO will work directly with Polk County to verify our plan sheets match the overall style, detail, and breadth of the Polk County plan sheets. Close coordination will be required on elements such as roadway alignment, profile grade, stationing, and digital terrain surfaces.
- D. The project consists of the widening of SE Delaware Avenue from SE 66th Street to the South Ankeny City Limit. This widening will include both PCC Pavement and HMA Surfacing, and the entire width of the widened roadway will be overlaid with HMA surfacing.
- E. New driveway approaches will be installed along the project to match into the widened section and/or meet the new profile of the HMA overlay.
- F. Cross road culverts will be installed as necessary to maintain current conveyance. Storm sewer will be added on the West side of SE Delaware Avenue in-place of the existing open ditch. The existing ditch will be partially or fully filled due to the addition of sidewalk grading along the West side.
- G. Sidewalk will be added to the City owned property on the North end of the project. Sidewalk will not be constructed South of the existing sidewalk on the West side, however, the future location of a sidewalk will be graded and included in the typical section. No sidewalk crossings are anticipated.
- H. Watermain is not included in this project. There is one valve box on the North end of the project which will require an adjustment due to the widened section.
- I. Sanitary Sewer is not included in this project.
- J. Construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

II. ENGINEERING SERVICES**A. Project Administration and Coordination**

- i. The Engineer shall prepare and submit monthly invoice statements and progress reports.
- ii. The Engineer shall perform Project coordination with the Owner, Polk County, property owners, and utility companies.
- iii. The Engineer shall perform two (2) Project Team Meetings with the Owner during the project, one at the preliminary design phase and one prior to the Iowa DOT Check Plan submittal.
- iv. The Engineer shall perform one utility coordination meeting with the utility company representatives. This meeting is to identify conflicts, review utility relocation plans prepared by the utility companies, and help facilitate a schedule with the Owner and utility companies to perform private utility relocations prior to the project construction.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

B. Environmental Services

- i. Section 10 process for non-Federal-aid projects.
 - 1. Review Iowa Department of Natural Resources and US Fish & Wildlife Services websites for Threatened and Endangered species and potential habitat in project area.
 - 2. Prepare Determination of Effect for Threatened and Endangered Species for Local Public Agencies form and, if required, consult with regulatory agencies for concurrence.
- ii. 404 Permit Process
 - 1. Perform on-site wetland determinations and delineations.
 - 2. Submit appropriate pre-construction notification to USACE, if necessary.

C. Preliminary Design Services

- i. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE Delaware Avenue that include:
 - 1. Title Sheet (A-Sheet)
 - 2. Typical Sections (B-Sheets)
 - 3. Estimated Quantities and General Notes (C-Sheets)
 - 4. SE Delaware Avenue Roadway Plan and Profile (D-Sheets).
 - 5. Project Removals (F-Sheets)
 - 6. Survey Control and Alignment (G-Sheets)
 - 7. Preliminary Traffic Control and Staging (J-Sheets).
 - 8. Storm Sewer Plan and Profile (M-Sheets)
 - a. The existing roadway ditch on the West side will be affected by the new sidewalk grading. It is expected that storm water will be handled with a new storm sewer & area intakes, or shallower ditch, or both.
 - b. Cross road culverts will also be shown.
 - 9. Sidewalk Layout (S-Sheets).
 - 10. Preliminary Cross Sections (W-Sheets)
- ii. Provide internal QA/QC for the Project.
- iii. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
- iv. The Engineer will submit a preliminary plan set to the Owner, Polk County, and applicable franchise utilities for review and comment.
- v. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost.

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

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SCOPE OF SERVICES

D. Project Information Meeting

- i. Prior to beginning the final design phase, the Engineer with the Owner and Polk County shall conduct one (1) Project Information Meeting for the Project.
- ii. Polk County will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. Polk County will provide the meeting facilities.
- iii. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict project details for the Owner's portion.
- iv. The Engineer will respond to any property owner questions for the Owner's portion.

E. Final Design Services

- i. Check (95%) Plans and Specifications
 1. Review Preliminary Plan comments from the Owner and internal QA/QC review. Incorporate comments into the final design and plans.
 2. Elements shown on the plans will include:
 - a. Title Sheet (A-Sheet)
 - b. Typical Sections and Details (B-Sheets)
 - c. Estimated Quantities, Estimate Reference Information, Iowa DOT Tabulations, and General Notes (C-Sheets)
 - d. SE Delaware Avenue Roadway Plan and Profile (D-Sheets)
 - e. Project Removals (F-Sheets)
 - f. Survey Control and Alignment (G-Sheets)
 - g. Traffic Control and Staging with Signing (J-Sheets)
 - h. Storm Sewer Plan and Profile (M-Sheets)
 - i. Erosion Control Plan Sheets (R-Sheets)
 - j. Sidewalk Layout (S-Sheets)
 - k. Special Details, if necessary (U-Sheets)
 - l. Final Cross Sections (W-Sheets)
 3. The Engineer shall prepare the plans and bid items in accordance with Iowa DOT Standard Specifications. Plans and submittals will follow the requirements of Iowa DOT Instructional Memorandum to Local Public Agencies 3.700.
 4. Provide internal QA/QC of the Project.
 5. Provide 95% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
 6. Furnish a copy of the check plans to the Owner for review prior to submitting to Polk County and the Iowa DOT.
 7. The Engineer shall provide Polk County with electronic plans in PDF format, Iowa DOT Tabulations in Excel format, and coordinate on the Check Plan submittal to Iowa DOT's TPMS online portal.
 8. The Engineer shall develop any Project Special Provisions, if necessary.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- ii. Final 100% Plans and Specifications
 - 1. Upon receipt of the 95% (Check) plan review and comments by the Owner, the Engineer shall incorporate comments and complete the plans for the project bid letting.
 - 2. NPDES Storm Water Permit
 - a. The Engineer will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project. The Owner is responsible for implementation during construction.
 - b. The Engineer will pay all permit fees, publication fees, and other associated fees.
 - c. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.
 - 3. The Engineer will prepare and submit to the Owner an Engineer's Final Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs. The Engineer has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.
- iii. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
- iv. The Engineer shall provide Polk County with electronic plans in PDF format and coordinate on the Final Plan submittal to Iowa DOT's TPMS online portal.
- v. Plans and submittal will follow the requirements of Iowa DOT Instructional Memorandum to Local Public Agencies 3.700.

F. Bidding Phase Services

- i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner, Polk County, and Iowa DOT during this phase.

Bidding will be performed through the Iowa DOT Contracts and Specifications Bureau.

G. Construction Services

- i. Construction services shall be performed under separate Agreement or Amendment.

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SCOPE OF SERVICES

III. DELIVERABLES

- A. Preliminary Design Drawings (11" x 17") – Electronic Copy
- B. Engineer's Preliminary Opinion of Probable Construction Cost
- C. Check Plan Drawings (11" x 17") – Electronic Copy
- D. Engineer's Opinion of Probable Construction Cost (95%)
- E. Final Plan Drawings (11" x 17") - Electronic Copy and 5 Hard Copies
- F. Engineer's Final Opinion of Probable Construction Cost
- G. Project Special Provisions (if needed)
- H. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

IV. FEE SCHEDULE (HOURLY NOT TO EXCEED)

A. Project Administration and Coordination	\$ 17,050.00
B. Environmental Services	\$ 2,000.00
C. Preliminary Design Services	\$ 43,610.00
D. Project Information Meeting	\$ 3,450.00
E. Final Design Services	\$ 28,950.00
F. <u>Bidding Phase Services</u>	<u>\$ 2,690.00</u>
G. TOTAL	\$ 97,750.00

V. TIMELINE

- A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner:
- i. Notice to Proceed April 2021
 - ii. Preliminary Plan Design May 2021
 - iii. Preliminary Plans to Owner for Review (2 weeks) June 8, 2021
 - iv. Preliminary Plan Comments to Engineer June 22, 2021
 - v. Project Information Meeting June 29, 2021
 - vi. Check Plans to Owner for Review (2 weeks) July 13, 2021
 - vii. Check Plan Comments to Engineer July 27, 2021
 - viii. Check Plans submittal to Iowa DOT (via Polk County) August 3, 2021
 - ix. Final Plans submittal to Iowa DOT (via Polk County) September 21, 2021
 - x. Project Bid Letting December 21, 2021

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner. The Engineer shall not be responsible for delays in the schedule that are beyond the Engineer's control.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VI. ADDITIONAL SERVICES NOT INCLUDED IN CONTRACT

- A. Bidding Services (bid through the Iowa DOT).
- B. Existing pavement cores.
- C. Grant Administration.
- D. Preparation and/or review of cultural or archaeological studies.
- E. Subsurface Utility Exploration and coordination.
- F. Acquisition plats, exhibits, and legal descriptions for temporary easement, permanent easements, and fee title acquisitions.
- G. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- H. Construction phase services including construction administration, resident project representation, or construction staking (to be negotiated at a later date).
- I. Record drawings (to be negotiated at a later date).
- J. Material testing services.
- K. Boundary retracement of existing lots to set missing monuments.
- L. Project management and coordination tasks beyond the scheduled project completion period.
- M. Preparation of bidding or contract documents for alternate bid prices.
- N. Other permits not indicated within this scope.
- O. Special meetings and meetings not outlined in the Scope of Services.
- P. Other services not specifically outlined in this Agreement.
- Q. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, condemnation support.
- R. Sanitary sewer design.
- S. Water main design.
- T. Storm sewer design not already outlined in the Scope of Services.
- U. Traffic studies.

VII. OWNER'S RESPONSIBILITIES

- A. Provide timely plan reviews and all criteria and full information as to requirements for the project.
- B. Perform and provide the Engineer with existing pavement cores along SE Delaware Avenue.
- C. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
- D. Give prompt written notice to Engineer of any hazardous environmental conditions.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
- F. Provide a room/location for the Project Information Meeting.
- G. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
- H. Provide a designated authorized project representative.
- I. Attend meetings, if necessary, with each property owner located along the project corridor.
- J. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
- K. Other permit fees not specifically outlined in this agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~a. Workers' Compensation: Statutory~~

~~b. Employer's Liability~~

~~i. Each Accident: \$500,000~~

~~ii. Disease, Policy Limit: \$500,000~~

~~iii. Disease, Each Employee: \$500,000~~

~~c. General Liability~~

~~i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~d. Auto Liability~~

~~i. Combined Single: \$1,000,000~~

~~e. Excess or Umbrella Liability~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~f. Professional Liability:~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

EXHIBIT D

City of Ankeny Insurance Requirements for Professional Services

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

EXHIBIT D

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

EXHIBIT D

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

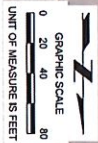
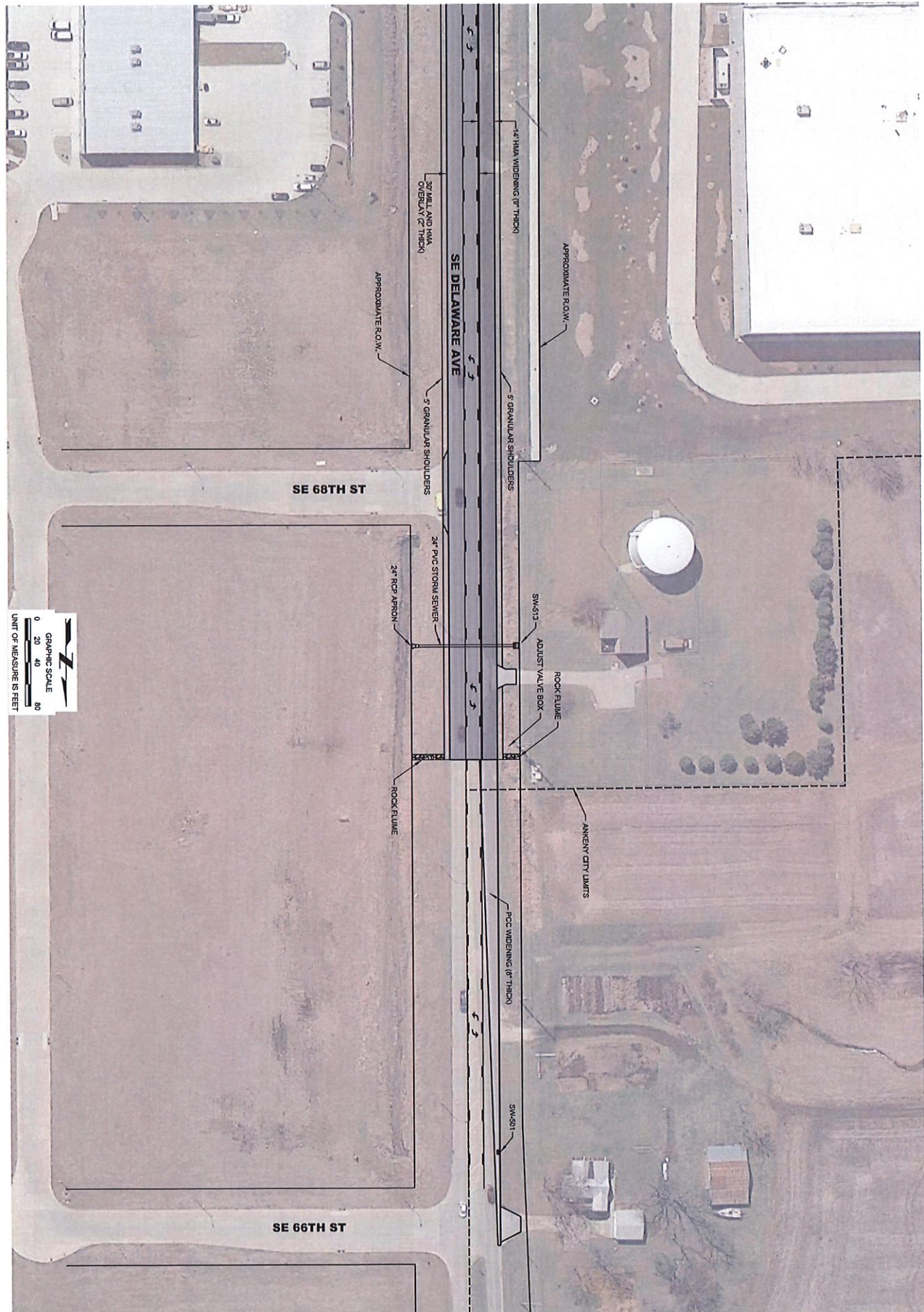
\$ 2,000,000

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

EXHIBIT D

Preservation of Governmental Immunities Endorsement

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

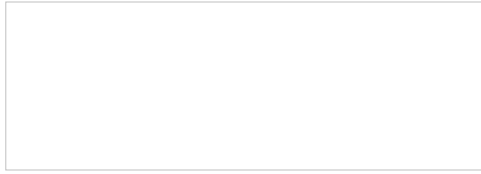


PROJECT No. 201512100
 DATE 10/20/2015
 DRAWN BY chaffman
 CHECKED BY chaffman
 DESIGNED BY chaffman
 REVISIONS
 NO. DESCRIPTION
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 2. 10/20/2015
 3. 10/20/2015
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EXHIBIT E

SE DELAWARE AVENUE
 HMA WIDENING
 ANKENY, IA





CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

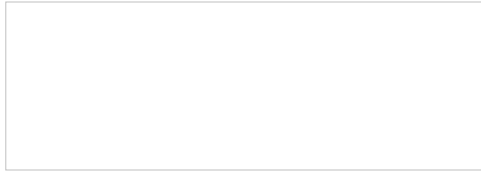
SUBJECT:

:

city of
Ankeny
bringing it all together

Original Contract Date:	<u>March 15, 2021</u>	Vendor #	<u>6417</u>
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Date Printed: 12/21/2021



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 54th Street Bridge Replacement over Branch of Fourmile Creek - Construction Engineering
Contractor: Calhoun-Burns and Associates, Inc.
Address: 1500 30th Street West Des Moines, IA 50266
Finance Budget Code: 945.3945.4210 **Finance Project #** 945.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 4, 2019 **Vendor #** 4126

Date of Council Meeting: January 3, 2022 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: April 18, 2021 Through: December 11, 2021

Contract Summary

Original Contract Amount:	\$	170,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	170,000.00	
Total completed and stored to date:	\$	165,701.20	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	165,701.20	
Less previous applications for payment:	\$	165,033.80	
SUBTOTAL	\$		667.40

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 667.40

Balance to finish, including retainage: \$ 4,298.80

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:

Calhoun-Burns and Associates, Inc.

Firm Name

December 14, 2021

Signature

City of Ankeny Staff Approval:

Signature

Date

Submit to: Jim Haberichter, P.E. - Civil Engineer II - Public Works Department
E-mail: JHaberichter@Ankenylowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3535

Date Printed: 12/14/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2019	\$ 1,999.80
2	March 25, 2019	\$ 5,932.80
3	April 17, 2019	\$ 6,551.18
4	May 24, 2019	\$ 23,310.50
5	June 21, 2019	\$ 9,770.50
6	July 25, 2019	\$ 18,509.84
7	August 23, 2019	\$ 10,413.22
8	September 20, 2019	\$ 14,918.96
9	October 25, 2019	\$ 17,878.12
10	November 22, 2019	\$ 8,991.94
11	December 20, 2019	\$ 2,597.70
12	January 22, 2020	\$ 3,938.70
13	February 20, 2020	\$ 5,684.50
14	March 25, 2020	\$ 10,657.93
15	April 23, 2020	\$ 3,370.63
16	May 20, 2020	\$ 3,245.38
17	June 23, 2020	\$ 6,629.50
18	July 22, 2020	\$ 3,536.50
19	September 23, 2020	\$ 1,176.20
20	April 21, 2021	\$ 5,919.90
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 165,033.80

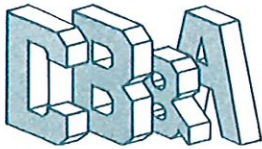
Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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



CALHOUN-BURNS AND ASSOCIATES, INC.
1500 30th Street • WEST DES MOINES, IOWA 50266
515-224-4344 • 515-224-1385 (FAX) • 877-241-8003 (WATS)

STATEMENT OF PROFESSIONAL SERVICES

JIM HABERICHTER, PE
CITY OF ANKENY
Public Works - Engineering
1210 NW Prairie Ridge DR
ANKENY 50023-1564

December 17, 2021

Invoice No: 2017183.00 - 21

BRM-SWAP-0187(642)--SD-77 and STBG-SWAP-0187(641)--SG-77
Contract Date: 04 February 2019

Professional Services from August 18, 2021 to December 11, 2021

Phase 03 Construction Services
Professional Personnel

	Hours	Rate	Amount	
Principal I	1.50	194.00	291.00	
Sr Project Manager IV	.50	172.00	86.00	
Project Engr III	2.20	132.00	290.40	
Totals	4.20		667.40	
Total Labor				667.40
Total this Phase				\$667.40

Billing Limits	Current	Prior	To-Date	
Total Billings	667.40	165,033.80	165,701.20	
Total Contract			170,000.00	
Remaining			4,298.80	
Total this Invoice				<u>\$667.40</u>



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

TRANSMITTAL

Date: December 14, 2021

To: Jim Haberichter, P.E.
Civil Engineer II
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Project: NE 54th Street Bridge Replacement over
Tributary to Fourmile Creek
Project Nos. BRM-SWAP-0187(642)—SD-77
and STBG-SWAP-0187(641)—SG-77
CB&A No. 2017183

ITEMS TRANSMITTED:

Drawing Number	Copies	Description
	1	Application for Partial Payment of Contract Invoice No. 2017183.00 – 21

For your Information/Review ☒ [X]

No Exception Taken	☐ []	Rejected	☐ []
Make Corrections Noted	☐ []	Submit Specified Item	☐ []
Revise and Resubmit	☐ []	Return One Corrected Copy	☐ []

REMARKS:

Jim –

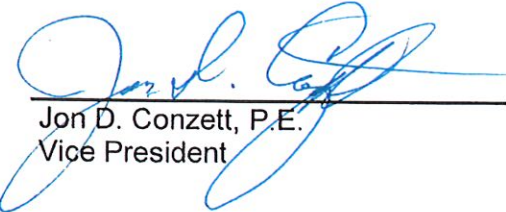
Please see the enclosed documents for partial payment.

Activities included continued coordination with IDOT on their final review, and Veenstra & Kimm, Inc. on the water main as-built drawings.

Unless the City has any additional requests, this should be our final invoice.

Please call if you have any further questions. We greatly appreciate being a part of this project.
Thank you!

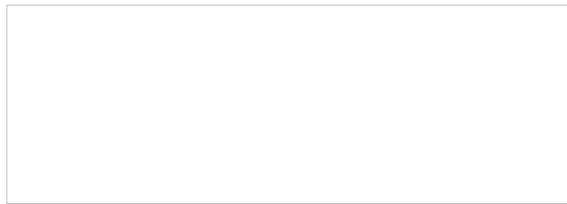
By:


Jon D. Conzett, P.E.
Vice President

Copies to:

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of \$26,208.77 to Graphite Construction Group for construction services on the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Graphite PA 15



3401 106th Circle Urbandale, IA 50322 | PHONE: 515-278-9446 | info@graphitegrp.com

WAIVER OF CONSTRUCTION LIEN, PAYMENT BOND AND LIEN FUNDS

November 30, 2021

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by the City of Ankeny (owner), is located in Polk County, Iowa is described as Ankeny Senior Community Center and this waiver pertains to a portion of the work to be performed by Graphite Construction Group (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract for Ankeny Senior Community Center through the date of this waiver in the amount of Twenty Six Thousand Two Hundred Eight Dollars and Seventy Seven Cents (\$26,208.77)

This lien waiver is not valid until the amount listed above has been received.

Company Name Graphite Construction Group

By Traci Havel
Traci Havel
Accounting Manager

Contractor Waiver Form



3401 106th Circle Urbandale, IA 50322 | PHONE: 515-278-9446 | info@graphitegrp.com

November 30, 2021

Shive-Hattery, Inc.
Attn: Todd Wehr
4125 Westown Parkway, Ste 100
West Des Moines, IA 50266

Dear Todd,

Enclosed is our fifteenth application for payment for work performed through November 30, 2021 at the Ankeny Senior Community Center.

Sincerely,

A handwritten signature in blue ink that reads "Traci Havel".

Traci Havel
Graphite Construction Group

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Graphite Construction Group, Inc
Address: 1955 NE 58th Ave, Ste 100 - Des Moines, IA 50313
Finance Budget Code: 905.2905.4412 **Finance Project #** 905.4412
Vendor Project or Invoice #: **PO #** -
Original Contract Date: July 6, 2020 **Vendor #** 9893

Date of Council Meeting: 01/03/2022 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: November 1, 2021 Through: November 30, 2021

Contract Summary

Original Contract Amount:	\$	5,654,000.00	
Net change by Change Orders:	\$	320,211.10	
Contract Amount to Date: (line 1 ± 2)	\$	5,974,211.10	
Total completed and stored to date:	\$	5,909,406.41	
Retainage: 5 % of Completed Work:	\$	295,470.34	
Total Earned less Retainage:	\$	5,613,936.07	
Less previous applications for payment:	\$	5,587,727.30	
SUBTOTAL	\$		26,208.77

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,208.77

Balance to finish, including retainage: \$ 360,275.03

Contract Time Remaining (If applicable) 9/15/2021 #

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: Graphite Construction Group, Inc
 Signature: [Signature] Date: 12-28-2021

Engineer / Consultant Approval: Shive-Hattery, Inc.
 Firm Name: [Signature] Date: Dec 28 2021 2:44 PM

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 12-29-21

Submit to: Paul Moritz, P.E. - Assistant City Manager
E-mail: pmoritz@Ankenylowa.gov **Phone:** (515) 965-6420

AIA Type Document
Application and Certification for Payment

Page 1 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 5,654,000.00

2. Net Change by Change Orders \$ 320,211.10

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,974,211.10

4. TOTAL COMPLETED AND STORED TO DATE \$ 5,909,406.41

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 295,470.34

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 295,470.34

6. TOTAL EARNED LESS RETAINAGE \$ 5,613,936.07
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 5,587,727.30

8. CURRENT PAYMENT DUE \$ 26,208.77

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 360,275.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	280,043.41	0.00
Total approved this Month	40,167.69	0.00
TOTALS	320,211.10	0.00
NET CHANGES by Change Order	320,211.10	

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 amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Graphite Construction Group
1955 NE 58th Ave, Ste 100 Des Moines, IA 50313

By:

Date:

12/28/2021

State of:

Iowa

County of:

Polk

Subscribed and Sworn to before me this

28th

Day of

December 2021

Notary Public:

Traci Havel

My Commission Expires:

5.10.2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Page 2 of 13

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	216,292.18	212,520.00	3,772.18	0.00	216,292.18	100.00	0.00	10,814.61
2	Surveying	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
3	Bond	48,739.00	48,739.00	0.00	0.00	48,739.00	100.00	0.00	2,436.95
4	Overhead and Fee	141,350.00	138,888.00	2,462.00	0.00	141,350.00	100.00	0.00	7,067.50
Existing Conditions									
024113	L-Selective Site Demolition	54,200.00	54,200.00	0.00	0.00	54,200.00	100.00	0.00	2,710.00
Concrete									
033000.1	M-Foundation	105,028.00	105,028.00	0.00	0.00	105,028.00	100.00	0.00	5,251.40
033000.2	L-Foundation	137,479.00	137,479.00	0.00	0.00	137,479.00	100.00	0.00	6,873.95
033000.3	L-SOG	34,598.00	34,598.00	0.00	0.00	34,598.00	100.00	0.00	1,729.90
033000.4	M-SOG	110,305.00	110,305.00	0.00	0.00	110,305.00	100.00	0.00	5,515.25
033000.5	L-SOD	10,975.00	10,975.00	0.00	0.00	10,975.00	100.00	0.00	548.75
033000.6	M-SOD	25,061.00	25,061.00	0.00	0.00	25,061.00	100.00	0.00	1,253.05
033000.7	L/M-Mis. Concrete	8,010.00	8,010.00	0.00	0.00	8,010.00	100.00	0.00	400.50
033000.8	L-Foundation Backfill	26,545.00	26,545.00	0.00	0.00	26,545.00	100.00	0.00	1,327.25
033511.1	L-Polished Concrete	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	520.00
033511.2	M-Polished Concrete	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00	0.00	130.00
033511.3	Concrete Sealer	569.00	569.00	0.00	0.00	569.00	100.00	0.00	28.45
033511.4	Grout Columns	2,205.00	2,205.00	0.00	0.00	2,205.00	100.00	0.00	110.25
Masonry									

AIA Type Document
Application and Certification for Payment

Page 3 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
042000.1	L-Brick	83,500.00	83,500.00	0.00	0.00	83,500.00	100.00	0.00	4,175.00
042000.2	M-Brick	225,500.00	225,500.00	0.00	0.00	225,500.00	100.00	0.00	11,275.00
042000.3	L-CMU	31,500.00	31,500.00	0.00	0.00	31,500.00	100.00	0.00	1,575.00
042000.4	M-CMU	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	0.00	975.00
042000.5	M-Masonry Reinforcing	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00	0.00	62.50
Metals									
051200.1	M-Structural Steel Framing	327,286.00	327,286.00	0.00	0.00	327,286.00	100.00	0.00	16,364.30
051200.2	L-Structural Steel Framing	131,254.00	131,254.00	0.00	0.00	131,254.00	100.00	0.00	6,562.70
052100.1	M-Steel Joist Framing	20,625.00	20,625.00	0.00	0.00	20,625.00	100.00	0.00	1,031.25
052100.2	L-Steel Joist Framing	106,253.00	106,253.00	0.00	0.00	106,253.00	100.00	0.00	5,312.65
053100.1	M-Steel Decking	41,871.00	41,871.00	0.00	0.00	41,871.00	100.00	0.00	2,093.55
053100.2	L-Steel Decking	17,212.00	17,212.00	0.00	0.00	17,212.00	100.00	0.00	860.60
054000.1	M-Cold Formed Metal Framing	55,518.00	55,518.00	0.00	0.00	55,518.00	100.00	0.00	2,775.90
054000.2	L-Cold Formed Metal Framing	155,732.00	155,732.00	0.00	0.00	155,732.00	100.00	0.00	7,786.60
055000.1	M-Metal Fabrications	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	600.00
055000.2	L-Metal Fabrications	31,842.00	31,842.00	0.00	0.00	31,842.00	100.00	0.00	1,592.10
055113.1	M-Metal Pan Stairs	36,430.00	36,430.00	0.00	0.00	36,430.00	100.00	0.00	1,821.50
055113.2	L-Metal Pan Stairs	11,135.00	11,135.00	0.00	0.00	11,135.00	100.00	0.00	556.75
Wood and Plastics									
061000.1	M-Rough Carpentry	20,523.00	20,523.00	0.00	0.00	20,523.00	100.00	0.00	1,026.15
06100.2	L-Rough Carpentry	51,387.00	51,387.00	0.00	0.00	51,387.00	100.00	0.00	2,569.35

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
062023	L-Finish Carpentry	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
064023	M-Casework/Millwork	55,554.00	55,554.00	0.00	0.00	55,554.00	100.00	0.00	2,777.70
Thermal and Moisture									
071400	Fluid applied waterproof	540.00	540.00	0.00	0.00	540.00	100.00	0.00	27.00
072119.1	L-Foamed in place Insulation	6,282.00	6,282.00	0.00	0.00	6,282.00	100.00	0.00	314.10
072119.2	M-Foamed in place insulation	48,127.00	48,127.00	0.00	0.00	48,127.00	100.00	0.00	2,406.35
072200.1	M-Roof and Deck Insulation	78,720.00	78,720.00	0.00	0.00	78,720.00	100.00	0.00	3,936.00
072200.2	L-Roof and Deck Insulation	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	1,075.00
072500.1	M-Weather Barriers	28,010.00	28,010.00	0.00	0.00	28,010.00	100.00	0.00	1,400.50
072500.2	L-Weather Barriers	25,751.59	25,751.59	0.00	0.00	25,751.59	100.00	0.00	1,287.58
074213.1	M-Metal Wall Panels	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	1,950.00
074213.2	L-Metal Wall Panels	31,685.00	31,685.00	0.00	0.00	31,685.00	100.00	0.00	1,584.25
074646.1	M-Fiber cement siding	27,328.00	27,328.00	0.00	0.00	27,328.00	100.00	0.00	1,366.40
074646.2	L-Fiber cement siding	40,992.00	40,992.00	0.00	0.00	40,992.00	100.00	0.00	2,049.60
075130.1	M-Elastomeric Membrane Roofing- Fully Adhered	33,630.00	33,630.00	0.00	0.00	33,630.00	100.00	0.00	1,681.50
075130.2	L-Elastomeric Membrane Roofing- Fully Adhered	37,365.00	37,365.00	0.00	0.00	37,365.00	100.00	0.00	1,868.25
076200.1	M-Sheet Metal Flashing & Trim	15,450.00	14,450.00	1,000.00	0.00	15,450.00	100.00	0.00	772.50
076200.2	L-Sheet Metal Flashing & Trim	12,450.00	11,450.00	1,000.00	0.00	12,450.00	100.00	0.00	622.50
077200	Roof Accessories	600.00	600.00	0.00	0.00	600.00	100.00	0.00	30.00
078400	Firestopping	4,760.00	4,760.00	0.00	0.00	4,760.00	100.00	0.00	238.00
079000	Caulking	10,460.00	10,460.00	0.00	0.00	10,460.00	100.00	0.00	523.00

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Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Openings									
081113	M-Hollow Metal Doors & Frames	26,610.00	26,610.00	0.00	0.00	26,610.00	100.00	0.00	1,330.50
081416	M-Flush Wood Doors	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00	0.00	531.50
083113	M-Access Doors	200.00	200.00	0.00	0.00	200.00	100.00	0.00	10.00
083313.1	M-Coiling Counter Doors	5,315.00	0.00	5,315.00	0.00	5,315.00	100.00	0.00	265.75
083313.2	L-Coiling Counter Doors	460.00	0.00	460.00	0.00	460.00	100.00	0.00	23.00
084113.1	L-Engineering, Submittals	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
084113.2	L-Aluminum Framed Entrances & Storefronts (& Lift Rental)	17,588.00	17,588.00	0.00	0.00	17,588.00	100.00	0.00	879.40
084113.3	M-Aluminum Framed Entrances & Storefronts	77,036.00	77,036.00	0.00	0.00	77,036.00	100.00	0.00	3,851.80
084413.1	L-Glazed Aluminum Curtain Walls	27,544.00	27,544.00	0.00	0.00	27,544.00	100.00	0.00	1,377.20
084413.2	M-Glazed Aluminum Curtain Walls	38,200.00	38,200.00	0.00	0.00	38,200.00	100.00	0.00	1,910.00
087100	M-Door Hardware	37,560.00	37,560.00	0.00	0.00	37,560.00	100.00	0.00	1,878.00
088000.1	M-Glazing	6,050.00	6,050.00	0.00	0.00	6,050.00	100.00	0.00	302.50
088000.2	L-Glazing	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00	0.00	262.50
Finishes									
092116.1	M-Gypsum Board Assemblies	42,996.00	42,996.00	0.00	0.00	42,996.00	100.00	0.00	2,149.80
092116.2	L-Gypsum Board Assemblies	100,324.00	100,324.00	0.00	0.00	100,324.00	100.00	0.00	5,016.20
093000.1	M-Tiling	15,180.00	15,180.00	0.00	0.00	15,180.00	100.00	0.00	759.00
093000.2	L-Tiling	18,464.00	18,464.00	0.00	0.00	18,464.00	100.00	0.00	923.20
095113.1	M-Acoustical Panel Ceiling	29,305.00	29,305.00	0.00	0.00	29,305.00	100.00	0.00	1,465.25
095113.2	L-Acoustical Panel Ceiling	24,354.00	24,354.00	0.00	0.00	24,354.00	100.00	0.00	1,217.70

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
096500.1	M-Resilient Flooring	12,371.00	12,371.00	0.00	0.00	12,371.00	100.00	0.00	618.55
096500.2	L-Resilient Flooring	7,743.00	7,743.00	0.00	0.00	7,743.00	100.00	0.00	387.15
096566.1	M-Resilient Athletic Flooring	61,366.00	61,366.00	0.00	0.00	61,366.00	100.00	0.00	3,068.30
096566.2	L-Resilient Athletic Flooring	36,560.00	36,560.00	0.00	0.00	36,560.00	100.00	0.00	1,828.00
096813.1	M-Tile Carpeting	24,898.00	24,898.00	0.00	0.00	24,898.00	100.00	0.00	1,244.90
096813.2	L-Tile Carpeting	6,418.00	6,418.00	0.00	0.00	6,418.00	100.00	0.00	320.90
097700	Fiberglass Reinforced Panels	1,688.50	1,688.50	0.00	0.00	1,688.50	100.00	0.00	84.43
098430	Sound Absorbing Wall and Ceiling Units	12,025.00	12,025.00	0.00	0.00	12,025.00	100.00	0.00	601.25
099113.1	L-Exterior Painting	1,498.00	1,498.00	0.00	0.00	1,498.00	100.00	0.00	74.90
099113.2	M-Exterior Painting	642.00	642.00	0.00	0.00	642.00	100.00	0.00	32.10
099123.1	L-Interior Painting	42,048.00	42,048.00	0.00	0.00	42,048.00	100.00	0.00	2,102.40
099123.2	M-Interior Painting	10,512.00	10,512.00	0.00	0.00	10,512.00	100.00	0.00	525.60
099600.1	L-High Performance Coatings	4,053.00	4,053.00	0.00	0.00	4,053.00	100.00	0.00	202.65
099600.2	M-High Performance Coatings	1,737.00	1,737.00	0.00	0.00	1,737.00	100.00	0.00	86.85
Specialties									
101400.1	L-Signage	1,355.00	1,355.00	0.00	0.00	1,355.00	100.00	0.00	67.75
101400.2	M-Signage	4,705.23	4,705.23	0.00	0.00	4,705.23	100.00	0.00	235.26
102113	M-Toilet Compartments	3,759.00	3,759.00	0.00	0.00	3,759.00	100.00	0.00	187.95
102600	M-Wall and Door Protection	2,521.00	2,521.00	0.00	0.00	2,521.00	100.00	0.00	126.05
102800	M-Toilet, Bath, and Laundry Accessories	8,915.00	8,915.00	0.00	0.00	8,915.00	100.00	0.00	445.75
104416	M-Fire Extinguisher	1,365.00	1,365.00	0.00	0.00	1,365.00	100.00	0.00	68.25

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
107500.1	M-Flagpole	1,234.00	1,234.00	0.00	0.00	1,234.00	100.00	0.00	61.70
107500.2	L-Flagpole	450.00	450.00	0.00	0.00	450.00	100.00	0.00	22.50
Equipment									
114000.1	M-Food Service Equipment	21,157.00	21,157.00	0.00	0.00	21,157.00	100.00	0.00	1,057.85
114000.2	L-Food Service Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
116623.1	L-Gymnasium Equipment	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
116623.2	M-Gymnasium Equipment	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00	0.00	530.00
Furnishings									
122400.1	M-Window shades	11,390.00	11,390.00	0.00	0.00	11,390.00	100.00	0.00	569.50
122400.2	L-Window shades	2,298.00	2,298.00	0.00	0.00	2,298.00	100.00	0.00	114.90
Conveying Equipment									
142100.1	M-Electric Traction Elevator	50,250.00	50,250.00	0.00	0.00	50,250.00	100.00	0.00	2,512.50
142100.2	L-Electric Traction Elevator	6,000.00	4,000.00	2,000.00	0.00	6,000.00	100.00	0.00	300.00
142100.3	L-Shop Drawings	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
Fire Suppression									
211313.1	L-Wet and Dry Pipe Fire Suppression Sprinkler Systems	40,341.00	40,341.00	0.00	0.00	40,341.00	100.00	0.00	2,017.05
211313.2	M-Wet and Dry Pipe Fire Suppression Sprinkler Systems	20,259.00	20,259.00	0.00	0.00	20,259.00	100.00	0.00	1,012.95
Mechanical									
01.1	L-Mobilization	46,530.00	46,530.00	0.00	0.00	46,530.00	100.00	0.00	2,326.50
01.2	M-General Conditions	43,520.00	43,520.00	0.00	0.00	43,520.00	100.00	0.00	2,176.00
221116.1	M-Domestic Water piping	61,079.00	61,079.00	0.00	0.00	61,079.00	100.00	0.00	3,053.95

AIA Type Document
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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
221116.2	L-Domestic Water piping	88,517.00	88,517.00	0.00	0.00	88,517.00	100.00	0.00	4,425.85
221316.1	M-Sanitary Waste piping	38,082.00	38,082.00	0.00	0.00	38,082.00	100.00	0.00	1,904.10
221316.2	L-Sanitary Waste piping	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00	0.00	2,028.75
224000	M-Plumbing fixtures	58,508.00	58,508.00	0.00	0.00	58,508.00	100.00	0.00	2,925.40
230593	L-Testing and balancing HVAC	9,885.00	9,885.00	0.00	0.00	9,885.00	100.00	0.00	494.25
230700.1	M-HVAC and Plumbing Insulation	21,630.00	21,630.00	0.00	0.00	21,630.00	100.00	0.00	1,081.50
230700.2	L-HVAC and Plumbing Insulation	40,170.00	40,170.00	0.00	0.00	40,170.00	100.00	0.00	2,008.50
230900.1	L-Instrumentation and Control for HVAC	27,800.00	27,800.00	0.00	0.00	27,800.00	100.00	0.00	1,390.00
230900.2	M-Instrumentation and Control for HVAC	52,104.00	52,104.00	0.00	0.00	52,104.00	100.00	0.00	2,605.20
232113.1	L-Hydronic Piping	56,062.00	56,062.00	0.00	0.00	56,062.00	100.00	0.00	2,803.10
232113.2	M-Hydronic Piping	28,490.00	28,490.00	0.00	0.00	28,490.00	100.00	0.00	1,424.50
232123.1	M-Hydronic Pumps	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
232123.2	L-Hydronic Pumps	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00	0.00	88.00
233113.1	L-Metal Ducts	118,890.00	118,890.00	0.00	0.00	118,890.00	100.00	0.00	5,944.50
233113.2	M-Metal Ducts	28,413.00	28,413.00	0.00	0.00	28,413.00	100.00	0.00	1,420.65
233600.1	L-Air Terminal units	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00	0.00	99.00
233600.2	M-Air Terminal units	9,975.00	9,975.00	0.00	0.00	9,975.00	100.00	0.00	498.75
233713.1	L-Diffusers, Registers, and Grilles	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00	0.00	160.00
233713.2	M-Diffusers, Registers, and Grilles	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
233813.1	M-Commercial Kitchen hood	11,600.00	11,600.00	0.00	0.00	11,600.00	100.00	0.00	580.00
233813.2	L-Commercial Kitchen hood	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
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FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

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CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
235215.1	L-Heating Boilers	880.00	880.00	0.00	0.00	880.00	100.00	0.00	44.00
235215.2	M-Heating Boilers	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00	0.00	690.00
237200.1	M-Air to air energy recovery	8,610.00	8,610.00	0.00	0.00	8,610.00	100.00	0.00	430.50
237200.2	L-Air to air energy recovery	960.00	960.00	0.00	0.00	960.00	100.00	0.00	48.00
237416.1	M-Packaged RTU	204,750.00	204,750.00	0.00	0.00	204,750.00	100.00	0.00	10,237.50
237416.2	L-Packaged RTU	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
238126.1	M-Split system AC	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
238126.2	L-Split system AC	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
238223.1	M-Convectors and fin tube	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
238223.2	L-Convectors and fin tube	5,810.00	5,810.00	0.00	0.00	5,810.00	100.00	0.00	290.50
238239.1	M-Unit heaters	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	105.00
238239.2	L-Unit heaters	220.00	220.00	0.00	0.00	220.00	100.00	0.00	11.00
Electrical									
MISC1	M-Mobilization	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	225.00
MISC2	L-Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
260519.1	L-Low voltage cables	31,838.00	31,838.00	0.00	0.00	31,838.00	100.00	0.00	1,591.90
260519.2	M-Low voltage cables	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00	0.00	1,425.00
260533.1	L-Conduit and Boxes	40,018.00	40,018.00	0.00	0.00	40,018.00	100.00	0.00	2,000.90
260533.2	M-Conduit and Boxes	20,250.00	20,250.00	0.00	0.00	20,250.00	100.00	0.00	1,012.50
260573	L-Power System Study	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00	0.00	117.50
260923.1	M-Lighting control devices	19,855.00	19,855.00	0.00	0.00	19,855.00	100.00	0.00	992.75

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PROJECT: Ankeny Senior Community Center
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Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
260923.2	L-Lighting control devices	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	140.00
262100.1	M-Low voltage service entrance	2,982.00	2,982.00	0.00	0.00	2,982.00	100.00	0.00	149.10
262100.2	L-Low voltage service entrance	5,850.00	5,850.00	0.00	0.00	5,850.00	100.00	0.00	292.50
262416.1	M-Panelboards	12,907.22	12,907.22	0.00	0.00	12,907.22	100.00	0.00	645.36
262416.2	L-Panelboards	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
262726.1	M-Wiring Devices	1,450.00	1,450.00	0.00	0.00	1,450.00	100.00	0.00	72.50
262726.2	L-Wiring Devices	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00	0.00	67.50
262813	M-Fuses	59.62	59.62	0.00	0.00	59.62	100.00	0.00	2.98
262816.1	M-Enclosed Switches	965.00	965.00	0.00	0.00	965.00	100.00	0.00	48.25
262816.2	L-Enclosed Switches	350.00	350.00	0.00	0.00	350.00	100.00	0.00	17.50
262923.1	M-Variable Frequency Motor Controllers	3,206.52	3,206.52	0.00	0.00	3,206.52	100.00	0.00	160.33
262923.2	L-Variable Frequency Motor Controllers	300.00	300.00	0.00	0.00	300.00	100.00	0.00	15.00
263323.1	M-Central Battery equipment	22,085.00	22,085.00	0.00	0.00	22,085.00	100.00	0.00	1,104.25
263323.2	L-Central Battery equipment	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00
265100.1	M-Interior Lighting	78,871.00	78,871.00	0.00	0.00	78,871.00	100.00	0.00	3,943.55
265100.2	L-Interior Lighting	9,714.75	9,714.75	0.00	0.00	9,714.75	100.00	0.00	485.74
265100.3	M-Exterior Lighting	14,191.00	14,191.00	0.00	0.00	14,191.00	100.00	0.00	709.55
265100.4	L-Exterior Lighting	530.00	530.00	0.00	0.00	530.00	100.00	0.00	26.50
265100.5	M-Pole bases, transformer pad	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
265100.6	L-Pole bases, transformer pad	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	450.00

Communications

AIA Type Document
Application and Certification for Payment

Page 11 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
270000.1	M-Communication Systems	12,155.80	12,155.80	0.00	0.00	12,155.80	100.00	0.00	607.79
270000.2	L-Communication Systems	5,445.72	5,445.72	0.00	0.00	5,445.72	100.00	0.00	272.29
Electronic Safety and Security									
280000.1	M-Fire Alarm and Detection Systems	7,392.00	7,392.00	0.00	0.00	7,392.00	100.00	0.00	369.60
280000.2	L-Fire Alarm and Detection Systems	4,003.37	4,003.37	0.00	0.00	4,003.37	100.00	0.00	200.17
Site Work									
312001	L-Earthwork	80,729.00	80,729.00	0.00	0.00	80,729.00	100.00	0.00	4,036.45
312002	Building Pad	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	1,250.00
312003	Temp Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterior Improvements									
321313.1	L-6" trickle channel	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00	0.00	261.00
321313.2	M-6" trickle channel	2,670.00	2,670.00	0.00	0.00	2,670.00	100.00	0.00	133.50
321313.3	L-7" PCC	26,933.50	26,933.50	0.00	0.00	26,933.50	100.00	0.00	1,346.68
321313.4	M-7" PCC	77,279.00	77,279.00	0.00	0.00	77,279.00	100.00	0.00	3,863.95
321319.1	L-5" sidewalk	14,555.00	14,555.00	0.00	0.00	14,555.00	100.00	0.00	727.75
321319.2	M-5" sidewalk	11,353.00	11,353.00	0.00	0.00	11,353.00	100.00	0.00	567.65
321723.13	Painted Pavement Markings	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00	0.00	74.75
321724	Parking Lot Signage	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
321725	Parking Lot Cleaning	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
321726	Wheel Stops	440.00	440.00	0.00	0.00	440.00	100.00	0.00	22.00
321727	Fencing	6,900.00	6,900.00	0.00	0.00	6,900.00	100.00	0.00	345.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

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1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
329100.1	M-Landscape planting	13,810.00	0.00	0.00	0.00	0.00	0.00	13,810.00	0.00
329100.2	L-Landscape planting	8,760.00	0.00	0.00	0.00	0.00	0.00	8,760.00	0.00
329200.1	M-Seeding/Sod	9,216.00	0.00	0.00	0.00	0.00	0.00	9,216.00	0.00
329200.2	L-Seeding/Sod	5,245.00	0.00	0.00	0.00	0.00	0.00	5,245.00	0.00
329201	L-Sod Watering	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
Utilities									
331100.1	M-Water	10,785.00	10,785.00	0.00	0.00	10,785.00	100.00	0.00	539.25
331100.2	L-Water	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
333100.1	M-Sanitary Sewer	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00	0.00	190.00
333100.2	L-Sanitary Sewer	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
334100.1	M-Storm Utility Drainage Piping	72,986.00	72,986.00	0.00	0.00	72,986.00	100.00	0.00	3,649.30
334100.2	L-Storm Utility Drainage Piping	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
Change Orders									
CO 1	COR-001 thru 008	9,807.73	9,807.73	0.00	0.00	9,807.73	100.00	0.00	490.39
CO 2	PR 7	207,701.89	206,201.89	1,500.00	0.00	207,701.89	100.00	0.00	10,385.09
CO 3	PR5, PR10, COR012, COR013	6,581.83	6,581.83	0.00	0.00	6,581.83	100.00	0.00	329.09
CO 4	COR-014 thru 022	12,792.16	12,792.16	0.00	0.00	12,792.16	100.00	0.00	639.61
CO 5	COR-023R2 thru 028	28,156.47	28,156.47	0.00	0.00	28,156.47	100.00	0.00	1,407.82
CO 6	COR-030 thru 032	9,944.33	9,944.33	0.00	0.00	9,944.33	100.00	0.00	497.22
CO 7	COR-033,034,035,037,038	5,059.00	5,059.00	0.00	0.00	5,059.00	100.00	0.00	252.95
CO 8	COR-036, 039-044	8,321.83	0.00	8,321.83	0.00	8,321.83	100.00	0.00	416.09

AIA Type Document
Application and Certification for Payment

Page 13 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 15
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

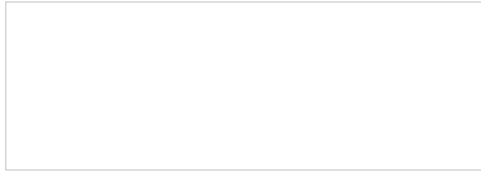
VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 9	COR-046, 048-050	25,409.86	0.00	7,072.17	0.00	7,072.17	27.83	18,337.69	353.61
CO 10	COR-051, 052	6,436.00	0.00	0.00	0.00	0.00	0.00	6,436.00	0.00
REPORT TOTALS		\$5,974,211.10	\$5,876,503.23	\$32,903.18	\$0.00	\$5,909,406.41	98.92	\$64,804.69	\$295,470.34



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:



3401 106th Circle Urbandale, IA 50322 | PHONE: 515-278-9446 | info@graphitegrp.com

WAIVER OF CONSTRUCTION LIEN, PAYMENT BOND AND LIEN FUNDS

December 28, 2021

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by the City of Ankeny (owner), is located in Polk County, Iowa is described as Ankeny Senior Community Center and this waiver pertains to a portion of the work to be performed by Graphite Construction Group (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract for Ankeny Senior Community Center through the date of this waiver in the amount of Twenty Three Thousand Six Hundred Fifty Two Dollars and Seventeen Cents (\$23,652.17)

This lien waiver is not valid until the amount listed above has been received.

Company Name Graphite Construction Group

By Traci Havel
Traci Havel
Accounting Manager

Contractor Waiver Form



3401 106th Circle Urbandale, IA 50322 | PHONE: 515-278-9446 | info@graphitegrp.com

December 28, 2021

Shive-Hattery, Inc.
Attn: Todd Wehr
4125 Westown Parkway, Ste 100
West Des Moines, IA 50266

Dear Todd,

Enclosed is our sixteenth application for payment for work performed through December 31, 2021 at the Ankeny Senior Community Center.

Sincerely,

Traci Havel

Traci Havel
Graphite Construction Group

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Graphite Construction Group, Inc
Address: 1955 NE 58th Ave, Ste 100 - Des Moines, IA 50313
Finance Budget Code: 905.2905.4412 **Finance Project #** 905.4412
Vendor Project or Invoice #: **PO #** -
Original Contract Date: July 6, 2020 **Vendor #** 9893

Date of Council Meeting: 01/03/2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: December 1, 2021 Through: December 31, 2021

Contract Summary

Original Contract Amount:	\$	5,654,000.00	
Net change by Change Orders:	\$	320,211.10	
Contract Amount to Date: (line 1 ± 2)	\$	5,974,211.10	
Total completed and stored to date:	\$	5,934,303.41	
Retainage: 5 % of Completed Work:	\$	296,715.17	
Total Earned less Retainage:	\$	5,637,588.24	
Less previous applications for payment:	\$	5,613,936.07	
SUBTOTAL	\$		23,652.17

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 23,652.17

Balance to finish, including retainage: \$ 336,622.86

Contract Time Remaining (If applicable) 9/15/2021 #

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: Graphite Construction Group, Inc
 Signature: [Signature] Date: 12/28/2021

Engineer / Consultant Approval: Shive-Hattery, Inc.
 Signature: Todd C. Wehr Date: Dec 28 2021 2:46 PM

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 12-29-21

Submit to: Paul Moritz, P.E. - Assistant City Manager
E-mail: pmoritz@AnkenyIowa.gov **Phone:** (515) 965-6420

AIA Type Document
Application and Certification for Payment

Page 1 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 5,654,000.00

2. Net Change by Change Orders \$ 320,211.10

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,974,211.10

4. TOTAL COMPLETED AND STORED TO DATE \$ 5,934,303.41

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 296,715.17

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 296,715.17

6. TOTAL EARNED LESS RETAINAGE \$ 5,637,588.24
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 5,613,936.07

8. CURRENT PAYMENT DUE \$ 23,652.17

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 336,622.86

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	313,775.10	0.00
Total approved this Month	6,436.00	0.00
TOTALS	320,211.10	0.00
NET CHANGES by Change Order	320,211.10	

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 amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Graphite Construction Group
1955 NE 58th Ave, Ste 100 Des Moines, IA 50313

By: [Signature] Date: 12/28/2021

State of: Iowa
County of: Polk

Subscribed and Sworn to before me this 28th Day of December 20 21

Notary Public: Traci Havel

My Commission Expires: 5-10-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Page 2 of 13

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	216,292.18	216,292.18	0.00	0.00	216,292.18	100.00	0.00	10,814.61
2	Surveying	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
3	Bond	48,739.00	48,739.00	0.00	0.00	48,739.00	100.00	0.00	2,436.95
4	Overhead and Fee	141,350.00	141,350.00	0.00	0.00	141,350.00	100.00	0.00	7,067.50
Existing Conditions									
024113	L-Selective Site Demolition	54,200.00	54,200.00	0.00	0.00	54,200.00	100.00	0.00	2,710.00
Concrete									
033000.1	M-Foundation	105,028.00	105,028.00	0.00	0.00	105,028.00	100.00	0.00	5,251.40
033000.2	L-Foundation	137,479.00	137,479.00	0.00	0.00	137,479.00	100.00	0.00	6,873.95
033000.3	L-SOG	34,598.00	34,598.00	0.00	0.00	34,598.00	100.00	0.00	1,729.90
033000.4	M-SOG	110,305.00	110,305.00	0.00	0.00	110,305.00	100.00	0.00	5,515.25
033000.5	L-SOD	10,975.00	10,975.00	0.00	0.00	10,975.00	100.00	0.00	548.75
033000.6	M-SOD	25,061.00	25,061.00	0.00	0.00	25,061.00	100.00	0.00	1,253.05
033000.7	L/M-Mis. Concrete	8,010.00	8,010.00	0.00	0.00	8,010.00	100.00	0.00	400.50
033000.8	L-Foundation Backfill	26,545.00	26,545.00	0.00	0.00	26,545.00	100.00	0.00	1,327.25
033511.1	L-Polished Concrete	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	520.00
033511.2	M-Polished Concrete	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00	0.00	130.00
033511.3	Concrete Sealer	569.00	569.00	0.00	0.00	569.00	100.00	0.00	28.45
033511.4	Grout Columns	2,205.00	2,205.00	0.00	0.00	2,205.00	100.00	0.00	110.25
Masonry									

AIA Type Document
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Page 3 of 13

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PROJECT: Ankeny Senior Community Center
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042000.1	L-Brick	83,500.00	83,500.00	0.00	0.00	83,500.00	100.00	0.00	4,175.00
042000.2	M-Brick	225,500.00	225,500.00	0.00	0.00	225,500.00	100.00	0.00	11,275.00
042000.3	L-CMU	31,500.00	31,500.00	0.00	0.00	31,500.00	100.00	0.00	1,575.00
042000.4	M-CMU	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	0.00	975.00
042000.5	M-Masonry Reinforcing	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00	0.00	62.50
Metals									
051200.1	M-Structural Steel Framing	327,286.00	327,286.00	0.00	0.00	327,286.00	100.00	0.00	16,364.30
051200.2	L-Structural Steel Framing	131,254.00	131,254.00	0.00	0.00	131,254.00	100.00	0.00	6,562.70
052100.1	M-Steel Joist Framing	20,625.00	20,625.00	0.00	0.00	20,625.00	100.00	0.00	1,031.25
052100.2	L-Steel Joist Framing	106,253.00	106,253.00	0.00	0.00	106,253.00	100.00	0.00	5,312.65
053100.1	M-Steel Decking	41,871.00	41,871.00	0.00	0.00	41,871.00	100.00	0.00	2,093.55
053100.2	L-Steel Decking	17,212.00	17,212.00	0.00	0.00	17,212.00	100.00	0.00	860.60
054000.1	M-Cold Formed Metal Framing	55,518.00	55,518.00	0.00	0.00	55,518.00	100.00	0.00	2,775.90
054000.2	L-Cold Formed Metal Framing	155,732.00	155,732.00	0.00	0.00	155,732.00	100.00	0.00	7,786.60
055000.1	M-Metal Fabrications	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	600.00
055000.2	L-Metal Fabrications	31,842.00	31,842.00	0.00	0.00	31,842.00	100.00	0.00	1,592.10
055113.1	M-Metal Pan Stairs	36,430.00	36,430.00	0.00	0.00	36,430.00	100.00	0.00	1,821.50
055113.2	L-Metal Pan Stairs	11,135.00	11,135.00	0.00	0.00	11,135.00	100.00	0.00	556.75
Wood and Plastics									
061000.1	M-Rough Carpentry	20,523.00	20,523.00	0.00	0.00	20,523.00	100.00	0.00	1,026.15
06100.2	L-Rough Carpentry	51,387.00	51,387.00	0.00	0.00	51,387.00	100.00	0.00	2,569.35

**AIA Type Document
Application and Certification for Payment**

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
062023	L-Finish Carpentry	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
064023	M-Casework/Millwork	55,554.00	55,554.00	0.00	0.00	55,554.00	100.00	0.00	2,777.70
Thermal and Moisture									
071400	Fluid applied waterproof	540.00	540.00	0.00	0.00	540.00	100.00	0.00	27.00
072119.1	L-Foamed in place Insulation	6,282.00	6,282.00	0.00	0.00	6,282.00	100.00	0.00	314.10
072119.2	M-Foamed in place insulation	48,127.00	48,127.00	0.00	0.00	48,127.00	100.00	0.00	2,406.35
072200.1	M-Roof and Deck Insulation	78,720.00	78,720.00	0.00	0.00	78,720.00	100.00	0.00	3,936.00
072200.2	L-Roof and Deck Insulation	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	1,075.00
072500.1	M-Weather Barriers	28,010.00	28,010.00	0.00	0.00	28,010.00	100.00	0.00	1,400.50
072500.2	L-Weather Barriers	25,751.59	25,751.59	0.00	0.00	25,751.59	100.00	0.00	1,287.58
074213.1	M-Metal Wall Panels	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	1,950.00
074213.2	L-Metal Wall Panels	31,685.00	31,685.00	0.00	0.00	31,685.00	100.00	0.00	1,584.25
074646.1	M-Fiber cement siding	27,328.00	27,328.00	0.00	0.00	27,328.00	100.00	0.00	1,366.40
074646.2	L-Fiber cement siding	40,992.00	40,992.00	0.00	0.00	40,992.00	100.00	0.00	2,049.60
075130.1	M-Elastomeric Membrane Roofing- Fully Adhered	33,630.00	33,630.00	0.00	0.00	33,630.00	100.00	0.00	1,681.50
075130.2	L-Elastomeric Membrane Roofing- Fully Adhered	37,365.00	37,365.00	0.00	0.00	37,365.00	100.00	0.00	1,868.25
076200.1	M-Sheet Metal Flashing & Trim	15,450.00	15,450.00	0.00	0.00	15,450.00	100.00	0.00	772.50
076200.2	L-Sheet Metal Flashing & Trim	12,450.00	12,450.00	0.00	0.00	12,450.00	100.00	0.00	622.50
077200	Roof Accessories	600.00	600.00	0.00	0.00	600.00	100.00	0.00	30.00
078400	Firestopping	4,760.00	4,760.00	0.00	0.00	4,760.00	100.00	0.00	238.00
079000	Caulking	10,460.00	10,460.00	0.00	0.00	10,460.00	100.00	0.00	523.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
 Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
 250 NW Ash Drive
 Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
 1955 NE 58th Ave, Ste 100
 Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Openings									
081113	M-Hollow Metal Doors & Frames	26,610.00	26,610.00	0.00	0.00	26,610.00	100.00	0.00	1,330.50
081416	M-Flush Wood Doors	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00	0.00	531.50
083113	M-Access Doors	200.00	200.00	0.00	0.00	200.00	100.00	0.00	10.00
083313.1	M-Coiling Counter Doors	5,315.00	5,315.00	0.00	0.00	5,315.00	100.00	0.00	265.75
083313.2	L-Coiling Counter Doors	460.00	460.00	0.00	0.00	460.00	100.00	0.00	23.00
084113.1	L-Engineering, Submittals	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
084113.2	L-Aluminum Framed Entrances & Storefronts (& Lift Rental)	17,588.00	17,588.00	0.00	0.00	17,588.00	100.00	0.00	879.40
084113.3	M-Aluminum Framed Entrances & Storefronts	77,036.00	77,036.00	0.00	0.00	77,036.00	100.00	0.00	3,851.80
084413.1	L-Glazed Aluminum Curtain Walls	27,544.00	27,544.00	0.00	0.00	27,544.00	100.00	0.00	1,377.20
084413.2	M-Glazed Aluminum Curtain Walls	38,200.00	38,200.00	0.00	0.00	38,200.00	100.00	0.00	1,910.00
087100	M-Door Hardware	37,560.00	37,560.00	0.00	0.00	37,560.00	100.00	0.00	1,878.00
088000.1	M-Glazing	6,050.00	6,050.00	0.00	0.00	6,050.00	100.00	0.00	302.50
088000.2	L-Glazing	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00	0.00	262.50
Finishes									
092116.1	M-Gypsum Board Assemblies	42,996.00	42,996.00	0.00	0.00	42,996.00	100.00	0.00	2,149.80
092116.2	L-Gypsum Board Assemblies	100,324.00	100,324.00	0.00	0.00	100,324.00	100.00	0.00	5,016.20
093000.1	M-Tiling	15,180.00	15,180.00	0.00	0.00	15,180.00	100.00	0.00	759.00
093000.2	L-Tiling	18,464.00	18,464.00	0.00	0.00	18,464.00	100.00	0.00	923.20
095113.1	M-Acoustical Panel Ceiling	29,305.00	29,305.00	0.00	0.00	29,305.00	100.00	0.00	1,465.25
095113.2	L-Acoustical Panel Ceiling	24,354.00	24,354.00	0.00	0.00	24,354.00	100.00	0.00	1,217.70

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
096500.1	M-Resilient Flooring	12,371.00	12,371.00	0.00	0.00	12,371.00	100.00	0.00	618.55
096500.2	L-Resilient Flooring	7,743.00	7,743.00	0.00	0.00	7,743.00	100.00	0.00	387.15
096566.1	M-Resilient Athletic Flooring	61,366.00	61,366.00	0.00	0.00	61,366.00	100.00	0.00	3,068.30
096566.2	L-Resilient Athletic Flooring	36,560.00	36,560.00	0.00	0.00	36,560.00	100.00	0.00	1,828.00
096813.1	M-Tile Carpeting	24,898.00	24,898.00	0.00	0.00	24,898.00	100.00	0.00	1,244.90
096813.2	L-Tile Carpeting	6,418.00	6,418.00	0.00	0.00	6,418.00	100.00	0.00	320.90
097700	Fiberglass Reinforced Panels	1,688.50	1,688.50	0.00	0.00	1,688.50	100.00	0.00	84.43
098430	Sound Absorbing Wall and Ceiling Units	12,025.00	12,025.00	0.00	0.00	12,025.00	100.00	0.00	601.25
099113.1	L-Exterior Painting	1,498.00	1,498.00	0.00	0.00	1,498.00	100.00	0.00	74.90
099113.2	M-Exterior Painting	642.00	642.00	0.00	0.00	642.00	100.00	0.00	32.10
099123.1	L-Interior Painting	42,048.00	42,048.00	0.00	0.00	42,048.00	100.00	0.00	2,102.40
099123.2	M-Interior Painting	10,512.00	10,512.00	0.00	0.00	10,512.00	100.00	0.00	525.60
099600.1	L-High Performance Coatings	4,053.00	4,053.00	0.00	0.00	4,053.00	100.00	0.00	202.65
099600.2	M-High Performance Coatings	1,737.00	1,737.00	0.00	0.00	1,737.00	100.00	0.00	86.85
Specialties									
101400.1	L-Signage	1,355.00	1,355.00	0.00	0.00	1,355.00	100.00	0.00	67.75
101400.2	M-Signage	4,705.23	4,705.23	0.00	0.00	4,705.23	100.00	0.00	235.26
102113	M-Toilet Compartments	3,759.00	3,759.00	0.00	0.00	3,759.00	100.00	0.00	187.95
102600	M-Wall and Door Protection	2,521.00	2,521.00	0.00	0.00	2,521.00	100.00	0.00	126.05
102800	M-Toilet, Bath, and Laundry Accessories	8,915.00	8,915.00	0.00	0.00	8,915.00	100.00	0.00	445.75
104416	M-Fire Extinguisher	1,365.00	1,365.00	0.00	0.00	1,365.00	100.00	0.00	68.25

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Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
107500.1	M-Flagpole	1,234.00	1,234.00	0.00	0.00	1,234.00	100.00	0.00	61.70
107500.2	L-Flagpole	450.00	450.00	0.00	0.00	450.00	100.00	0.00	22.50
Equipment									
114000.1	M-Food Service Equipment	21,157.00	21,157.00	0.00	0.00	21,157.00	100.00	0.00	1,057.85
114000.2	L-Food Service Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
116623.1	L-Gymnasium Equipment	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
116623.2	M-Gymnasium Equipment	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00	0.00	530.00
Furnishings									
122400.1	M-Window shades	11,390.00	11,390.00	0.00	0.00	11,390.00	100.00	0.00	569.50
122400.2	L-Window shades	2,298.00	2,298.00	0.00	0.00	2,298.00	100.00	0.00	114.90
Conveying Equipment									
142100.1	M-Electric Traction Elevator	50,250.00	50,250.00	0.00	0.00	50,250.00	100.00	0.00	2,512.50
142100.2	L-Electric Traction Elevator	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
142100.3	L-Shop Drawings	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
Fire Suppression									
211313.1	L-Wet and Dry Pipe Fire Suppression Sprinkler Systems	40,341.00	40,341.00	0.00	0.00	40,341.00	100.00	0.00	2,017.05
211313.2	M-Wet and Dry Pipe Fire Suppression Sprinkler Systems	20,259.00	20,259.00	0.00	0.00	20,259.00	100.00	0.00	1,012.95
Mechanical									
01.1	L-Mobilization	46,530.00	46,530.00	0.00	0.00	46,530.00	100.00	0.00	2,326.50
01.2	M-General Conditions	43,520.00	43,520.00	0.00	0.00	43,520.00	100.00	0.00	2,176.00
221116.1	M-Domestic Water piping	61,079.00	61,079.00	0.00	0.00	61,079.00	100.00	0.00	3,053.95

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
 Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
 250 NW Ash Drive
 Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
☐ OWNER
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☐ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
 1955 NE 58th Ave, Ste 100
 Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

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CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
221116.2	L-Domestic Water piping	88,517.00	88,517.00	0.00	0.00	88,517.00	100.00	0.00	4,425.85
221316.1	M-Sanitary Waste piping	38,082.00	38,082.00	0.00	0.00	38,082.00	100.00	0.00	1,904.10
221316.2	L-Sanitary Waste piping	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00	0.00	2,028.75
224000	M-Plumbing fixtures	58,508.00	58,508.00	0.00	0.00	58,508.00	100.00	0.00	2,925.40
230593	L-Testing and balancing HVAC	9,885.00	9,885.00	0.00	0.00	9,885.00	100.00	0.00	494.25
230700.1	M-HVAC and Plumbing Insulation	21,630.00	21,630.00	0.00	0.00	21,630.00	100.00	0.00	1,081.50
230700.2	L-HVAC and Plumbing Insulation	40,170.00	40,170.00	0.00	0.00	40,170.00	100.00	0.00	2,008.50
230900.1	L-Instrumentation and Control for HVAC	27,800.00	27,800.00	0.00	0.00	27,800.00	100.00	0.00	1,390.00
230900.2	M-Instrumentation and Control for HVAC	52,104.00	52,104.00	0.00	0.00	52,104.00	100.00	0.00	2,605.20
232113.1	L-Hydronic Piping	56,062.00	56,062.00	0.00	0.00	56,062.00	100.00	0.00	2,803.10
232113.2	M-Hydronic Piping	28,490.00	28,490.00	0.00	0.00	28,490.00	100.00	0.00	1,424.50
232123.1	M-Hydronic Pumps	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
232123.2	L-Hydronic Pumps	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00	0.00	88.00
233113.1	L-Metal Ducts	118,890.00	118,890.00	0.00	0.00	118,890.00	100.00	0.00	5,944.50
233113.2	M-Metal Ducts	28,413.00	28,413.00	0.00	0.00	28,413.00	100.00	0.00	1,420.65
233600.1	L-Air Terminal units	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00	0.00	99.00
233600.2	M-Air Terminal units	9,975.00	9,975.00	0.00	0.00	9,975.00	100.00	0.00	498.75
233713.1	L-Diffusers, Registers, and Grilles	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00	0.00	160.00
233713.2	M-Diffusers, Registers, and Grilles	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
233813.1	M-Commercial Kitchen hood	11,600.00	11,600.00	0.00	0.00	11,600.00	100.00	0.00	580.00
233813.2	L-Commercial Kitchen hood	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
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FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
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ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
235215.1	L-Heating Boilers	880.00	880.00	0.00	0.00	880.00	100.00	0.00	44.00
235215.2	M-Heating Boilers	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00	0.00	690.00
237200.1	M-Air to air energy recovery	8,610.00	8,610.00	0.00	0.00	8,610.00	100.00	0.00	430.50
237200.2	L-Air to air energy recovery	960.00	960.00	0.00	0.00	960.00	100.00	0.00	48.00
237416.1	M-Packaged RTU	204,750.00	204,750.00	0.00	0.00	204,750.00	100.00	0.00	10,237.50
237416.2	L-Packaged RTU	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
238126.1	M-Split system AC	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
238126.2	L-Split system AC	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
238223.1	M-Convectors and fin tube	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
238223.2	L-Convectors and fin tube	5,810.00	5,810.00	0.00	0.00	5,810.00	100.00	0.00	290.50
238239.1	M-Unit heaters	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	105.00
238239.2	L-Unit heaters	220.00	220.00	0.00	0.00	220.00	100.00	0.00	11.00
Electrical									
MISC1	M-Mobilization	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	225.00
MISC2	L-Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
260519.1	L-Low voltage cables	31,838.00	31,838.00	0.00	0.00	31,838.00	100.00	0.00	1,591.90
260519.2	M-Low voltage cables	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00	0.00	1,425.00
260533.1	L-Conduit and Boxes	40,018.00	40,018.00	0.00	0.00	40,018.00	100.00	0.00	2,000.90
260533.2	M-Conduit and Boxes	20,250.00	20,250.00	0.00	0.00	20,250.00	100.00	0.00	1,012.50
260573	L-Power System Study	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00	0.00	117.50
260923.1	M-Lighting control devices	19,855.00	19,855.00	0.00	0.00	19,855.00	100.00	0.00	992.75

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
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APPLICATION NO: 16
PERIOD TO: 12/31/2021

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TO:
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VIA (ARCHITECT):

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ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
260923.2	L-Lighting control devices	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	140.00
262100.1	M-Low voltage service entrance	2,982.00	2,982.00	0.00	0.00	2,982.00	100.00	0.00	149.10
262100.2	L-Low voltage service entrance	5,850.00	5,850.00	0.00	0.00	5,850.00	100.00	0.00	292.50
262416.1	M-Panelboards	12,907.22	12,907.22	0.00	0.00	12,907.22	100.00	0.00	645.36
262416.2	L-Panelboards	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
262726.1	M-Wiring Devices	1,450.00	1,450.00	0.00	0.00	1,450.00	100.00	0.00	72.50
262726.2	L-Wiring Devices	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00	0.00	67.50
262813	M-Fuses	59.62	59.62	0.00	0.00	59.62	100.00	0.00	2.98
262816.1	M-Enclosed Switches	965.00	965.00	0.00	0.00	965.00	100.00	0.00	48.25
262816.2	L-Enclosed Switches	350.00	350.00	0.00	0.00	350.00	100.00	0.00	17.50
262923.1	M-Variable Frequency Motor Controllers	3,206.52	3,206.52	0.00	0.00	3,206.52	100.00	0.00	160.33
262923.2	L-Variable Frequency Motor Controllers	300.00	300.00	0.00	0.00	300.00	100.00	0.00	15.00
263323.1	M-Central Battery equipment	22,085.00	22,085.00	0.00	0.00	22,085.00	100.00	0.00	1,104.25
263323.2	L-Central Battery equipment	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00
265100.1	M-Interior Lighting	78,871.00	78,871.00	0.00	0.00	78,871.00	100.00	0.00	3,943.55
265100.2	L-Interior Lighting	9,714.75	9,714.75	0.00	0.00	9,714.75	100.00	0.00	485.74
265100.3	M-Exterior Lighting	14,191.00	14,191.00	0.00	0.00	14,191.00	100.00	0.00	709.55
265100.4	L-Exterior Lighting	530.00	530.00	0.00	0.00	530.00	100.00	0.00	26.50
265100.5	M-Pole bases, transformer pad	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
265100.6	L-Pole bases, transformer pad	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	450.00

Communications

AIA Type Document
Application and Certification for Payment

Page 11 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
270000.1	M-Communication Systems	12,155.80	12,155.80	0.00	0.00	12,155.80	100.00	0.00	607.79
270000.2	L-Communication Systems	5,445.72	5,445.72	0.00	0.00	5,445.72	100.00	0.00	272.29
Electronic Safety and Security									
280000.1	M-Fire Alarm and Detection Systems	7,392.00	7,392.00	0.00	0.00	7,392.00	100.00	0.00	369.60
280000.2	L-Fire Alarm and Detection Systems	4,003.37	4,003.37	0.00	0.00	4,003.37	100.00	0.00	200.17
Site Work									
312001	L-Earthwork	80,729.00	80,729.00	0.00	0.00	80,729.00	100.00	0.00	4,036.45
312002	Building Pad	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	1,250.00
312003	Temp Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterior Improvements									
321313.1	L-6" trickle channel	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00	0.00	261.00
321313.2	M-6" trickle channel	2,670.00	2,670.00	0.00	0.00	2,670.00	100.00	0.00	133.50
321313.3	L-7" PCC	26,933.50	26,933.50	0.00	0.00	26,933.50	100.00	0.00	1,346.68
321313.4	M-7" PCC	77,279.00	77,279.00	0.00	0.00	77,279.00	100.00	0.00	3,863.95
321319.1	L-5" sidewalk	14,555.00	14,555.00	0.00	0.00	14,555.00	100.00	0.00	727.75
321319.2	M-5" sidewalk	11,353.00	11,353.00	0.00	0.00	11,353.00	100.00	0.00	567.65
321723.13	Painted Pavement Markings	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00	0.00	74.75
321724	Parking Lot Signage	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
321725	Parking Lot Cleaning	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
321726	Wheel Stops	440.00	440.00	0.00	0.00	440.00	100.00	0.00	22.00
321727	Fencing	6,900.00	6,900.00	0.00	0.00	6,900.00	100.00	0.00	345.00

AIA Type Document
Application and Certification for Payment

Page 12 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
329100.1	M-Landscape planting	13,810.00	0.00	0.00	0.00	0.00	0.00	13,810.00	0.00
329100.2	L-Landscape planting	8,760.00	0.00	0.00	0.00	0.00	0.00	8,760.00	0.00
329200.1	M-Seeding/Sod	9,216.00	0.00	8,216.00	0.00	8,216.00	89.15	1,000.00	410.80
329200.2	L-Seeding/Sod	5,245.00	0.00	4,245.00	0.00	4,245.00	80.93	1,000.00	212.25
329201	L-Sod Watering	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00	0.00	150.00
Utilities									
331100.1	M-Water	10,785.00	10,785.00	0.00	0.00	10,785.00	100.00	0.00	539.25
331100.2	L-Water	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
333100.1	M-Sanitary Sewer	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00	0.00	190.00
333100.2	L-Sanitary Sewer	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
334100.1	M-Storm Utility Drainage Piping	72,986.00	72,986.00	0.00	0.00	72,986.00	100.00	0.00	3,649.30
334100.2	L-Storm Utility Drainage Piping	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
Change Orders									
CO 1	COR-001 thru 008	9,807.73	9,807.73	0.00	0.00	9,807.73	100.00	0.00	490.39
CO 2	PR 7	207,701.89	207,701.89	0.00	0.00	207,701.89	100.00	0.00	10,385.09
CO 3	PR5, PR10, COR012, COR013	6,581.83	6,581.83	0.00	0.00	6,581.83	100.00	0.00	329.09
CO 4	COR-014 thru 022	12,792.16	12,792.16	0.00	0.00	12,792.16	100.00	0.00	639.61
CO 5	COR-023R2 thru 028	28,156.47	28,156.47	0.00	0.00	28,156.47	100.00	0.00	1,407.82
CO 6	COR-030 thru 032	9,944.33	9,944.33	0.00	0.00	9,944.33	100.00	0.00	497.22
CO 7	COR-033,034,035,037,038	5,059.00	5,059.00	0.00	0.00	5,059.00	100.00	0.00	252.95
CO 8	COR-036, 039-044	8,321.83	8,321.83	0.00	0.00	8,321.83	100.00	0.00	416.09

AIA Type Document
Application and Certification for Payment

Page 13 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 16
PERIOD TO: 12/31/2021

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

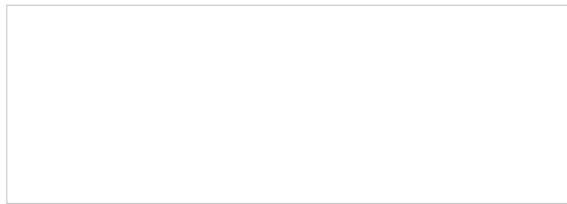
VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 9	COR-046, 048-050	25,409.86	7,072.17	3,000.00	0.00	10,072.17	39.64	15,337.69	503.61
CO 10	COR-051, 052	6,436.00	0.00	6,436.00	0.00	6,436.00	100.00	0.00	321.78
REPORT TOTALS		\$5,974,211.10	\$5,909,406.41	\$24,897.00	\$0.00	\$5,934,303.41	99.33	\$39,907.69	\$296,715.17



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

December 16, 2021

Mr. Nick Lenox
Parks & Recreation Director
City of Ankeny
220 W. 1st Street
Ankeny, IA 50023

Re: High Trestle Trail Trailhead and Parking Lot
Project # 0908543

Dear Mr. Lenox:

Please find attached the Engineering Invoice #9 for work completed between October 3, 2021 and December 4, 2021. Please refer to the attached Project Update for a summary of the work completed to date. The Contractor has completed the punchlist and site restoration items.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

nes
Enc.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Trailhead and Parking Lot
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 989.3989.4210 **Finance Project #** 989.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 17, 2020 **Vendor #** 6447

Date of Council Meeting: ~~October 18, 2021~~ JAN 3, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: October 3, 2021 Through: December 4, 2021

Contract Summary

Original Contract Amount:	\$	55,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	55,700.00	
 Total completed and stored to date:	\$	55,360.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	55,360.00	
Less previous applications for payment:	\$	54,600.00	
SUBTOTAL	\$		760.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 760.00

Balance to finish, including retainage: \$ 340.00

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: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature Nichole Sengren Firm Name

Signature Date 12/16/21

City of Ankeny Staff Approval:

Signature [Signature] Date 12/21/21

Submit to: Nick Lenox, Parks & Recreation Director

E-mail: nlenox@ankenyiowa.gov **Phone:** (515) 963-3576 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 5, 2020	\$ 8,500.00
2	November 2, 2020	\$ 3,700.00
3	December 7, 2020	\$ 4,340.00
4	April 5, 2021	\$ 10,995.00
5	May 3, 2021	\$ 6,415.00
6	June 7, 2021	\$ 2,350.00
7	July 6, 2021	\$ 375.00
8	September 7, 2021	\$ 16,195.00
9	October 18, 2021	\$ 1,730.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 54,600.00

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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

High Trestle Trail Trailhead and Parking Lot

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

December 16, 2021

PROJECT NUMBERS:

City of Ankeny:

PRK-18-001

MSA:

09085043

**TASK 1: SURVEY AND MAPPING**

Task 1: 100% Complete

This task is complete.

TASK 2: CONCEPTUAL DESIGN PHASE

Task 2: 100% Complete

This task is complete.

TASK 3: PRELIMINARY DESIGN PHASE

Task 3: 100% Complete

This task is complete.

TASK 4: FINAL DESIGN PHASE

Task 4: 100% Complete

This task is complete.

PROJECT UPDATE

TASK 5: BIDDING PHASE

Task 5: 100% Complete

This task is complete.

TASK 6: PROJECT ADMINISTRATION PHASE

Task 6: 100% Complete

This task is complete.

TASK 7: CONSTRUCTION ADMINISTRATION PHASE

Task 7: 98% Complete

We have been coordinating with Contractor to complete the final punchlist items and prepare the final pay application during this time frame.

TASK 8: CONSTRUCTION STAKING

Task 8: 100% Complete

This task has been completed.

TASK 9: CONSTRUCTION OBSERVATION PHASE

Task 9: 100% Complete

Part-time construction inspection services were performed onsite as the contractor finalized the site work.

TASK 10: POST CONSTRUCTION PHASE

Task 10: 60% Complete

We are working on preparing the as-built documents for the project and will submit those to the City after the 1st of the year.



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

City of Ankeny IA
410 West First Street
Ankeny, IA 50023

December 10, 2021
Invoice No: R09085043.0 - 10

Project Manager 00-50-203
Client Liaison Nichole Sungren
Nichole Sungren

AMOUNT DUE THIS INVOICE: \$760.00

Project R09085043.0 City of Ankeny IA High Trestle Trailhead Parking Lot
Professional Services from October 3, 2021 to December 4, 2021

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey and Mapping	4,800.00	100.00	4,800.00	4,800.00	0.00
Conceptual Design Phase	6,700.00	100.00	6,700.00	6,700.00	0.00
Preliminary Design Phase	13,300.00	100.00	13,300.00	13,300.00	0.00
Final Design Phase	6,350.00	100.00	6,350.00	6,350.00	0.00
Bidding Phase	1,150.00	100.00	1,150.00	1,150.00	0.00
Project Administration	3,500.00	100.00	3,500.00	3,500.00	0.00
Construction Administration	5,000.00	98.00	4,900.00	4,500.00	400.00
Construction Staking	2,000.00	100.00	2,000.00	2,000.00	0.00
Construction Observation	12,300.00	100.00	12,300.00	12,300.00	0.00
Post Construction	600.00	60.00	360.00	0.00	360.00
Total Fee	55,700.00		55,360.00	54,600.00	760.00
Total Fee					760.00
AMOUNT DUE THIS INVOICE:					<u><u>\$760.00</u></u>

For ACH notification, remit to:

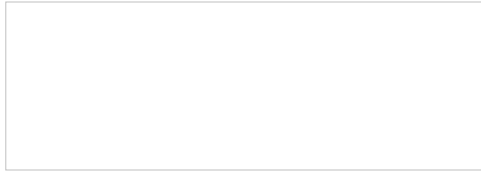
ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fiber Network Data Conversion
Contractor: Olsson, Inc.
Address: 601 P St Suite 200, PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 260.3261.4215 **Finance Project #** -----
Vendor Project or Invoice #: 021-01028 **PO #** 403836
Original Contract Date: December 21, 2020 **Vendor #** 10076

Date of Council Meeting: Jan 3, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: November 7, 2021 Through: December 4, 2021

Contract Summary

Original Contract Amount:	\$	108,662.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	108,662.00	
Total completed and stored to date:	\$	108,654.53	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	108,654.53	
Less previous applications for payment:	\$	102,236.83	
SUBTOTAL	\$		6,417.70

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,417.70

Balance to finish, including retainage: \$ 7.47

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name _____
 Signature _____ Date _____

Engineer / Consultant Approval:

Firm Name Olsson, Inc.
 Signature Ryan Klug Date _____

City of Ankeny Staff Approval:

Signature Leslie Hart Date 12/22/21

Submit to: Leslie Hart, P.E., Traffic Engineering Manager
 E-mail: lhart@ankenyiowa.gov Phone: (515) 963-3548 Fax: (515) 963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 6, 2021	\$ 691.08
2	July 10, 2021	\$ 15,452.52
3	August 23, 2021	\$ 5,701.58
4	September 21, 2021	\$ 5,322.58
5	October 25, 2021	\$ 28,378.35
6	November 16, 2021	\$ 46,690.72
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 102,236.83

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

Leslie Hart
City of Ankeny IA
410 W 1st St
Ankeny, IA 50023-1557

olsson

December 20, 2021
Invoice No: 407814

Invoice Total	\$6,417.70
----------------------	-------------------

Olsson Project # 021-01028 Ankeny Fiber Optic GIS Data Conversion
Professional services rendered through December 4, 2021 for work completed in accordance with agreement dated December 16, 2020.

Phase 100 Project Management

Labor

	Hours	Rate	Amount	
Associate Technician				
Koenig, Cassidy	39.50	75.58	2,985.41	
Totals	39.50		2,985.41	
Total Labor				2,985.41
		Total this Phase		\$2,985.41

Phase 400 Field Inventory

Labor

	Hours	Rate	Amount	
Associate Technician				
Collins, Scott	44.50	77.13	3,432.29	
Totals	44.50		3,432.29	
Total Labor				3,432.29
		Total this Phase		\$3,432.29

Billing Limits	Current	Prior	To-Date
Total Billings	6,417.70	102,236.83	108,654.53
Limit			108,662.00
Balance Remaining			7.47

AMOUNT DUE THIS INVOICE \$6,417.70

Email Invoice, City Pay App & Progress Report to: Lhart@ankenyiowa.gov

Authorized By: Cassidy Koenig

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



City of Ankeny

Mrs. Leslie Heart
City of Ankeny (Public Works – Traffic Engineering)
1210 NW Prairie Ridge DR
Ankeny, IA 50023-1564

December 13, 2021

RE: Fiber Optic Network Inventory Project
Olsson Project No. 021-01028
Project Status Report & Invoice #7

Dear Mrs. Leslie Heart,

Please find included with this letter a status report on the above referenced project and an invoice that is for services through December 4th, 2021. This invoice brings us up to date for the work completed to date.

If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, reading "C. Koenig". The signature is fluid and cursive, with a long, sweeping underline.

Cassidy Koenig
Olsson Project Manager

Progress Report

Olsson No.:	021-01028	Notice to Proceed:	December 21 st , 2020
		Progress Through:	December 4 th , 2021
		Progress Report No.:	6

Progress Summary: November 6th to December 4th, 2021

Project Meetings this period are summarized below:

Meetings This Period

1. Progress meeting was held on December 2nd, 2021.

Travel Summary this period is summarized below:

1. Daily travel via company vehicles through the project corridors for data collection purposes as needed to collect additional information.

Project progress this reporting period summarized below:

1. Olsson has collected 539 out of 402 handholes. This puts us at over 100% complete for collection for these features. This is referenced in the operations dashboard shown in figure 1 below.
2. Olsson has collected 65 traffic cabinets and 21 Hub cabinets. This puts us at 99% complete for these features. This is also referenced in the operations dashboard shown in figure 1 below.
3. Olsson has collected 19 City Facilities. This puts us at 91% complete for these features. This is also referenced in the operations dashboard shown in figure 1 below.
4. Olsson has identified 6 handholes that are unlocatable and 7 that require maintenance. The locations of which Olsson will continue to provide to city officials for additional information and so that maintenance can be performed where necessary.
5. Olsson has completed set up of the OSP Insight databases and has begun entering and updating data. At this time we are approximately 85% complete with this process. This includes entering the data that was collected, identifying and updating cable routes, updating ownership information, connecting cables to equipments such as switches, and splicing cables at splice cases.

Items required from client:

1. Additional as-builts for areas that are either currently or have recently undergone construction to include a document mentioned in the 11/10 meeting – “2020 West 1st Joint Utility Trench”.

2. Splice diagrams for remaining splice cases, midspan splices, cabinets, and city facilities. Locations were provided in the KMZ sent after the meeting on 12/2.

Unresolved project issues affecting the schedule:

1. Minimal or out of date as-builts.
2. Shortage of current splice documentation.
3. Require hub cabinet and city facility connection documentation outlining how panels are connecting to each other so that Olsson can provide complete fiber optic routes to the city so that they can better track and maintain their fiber optic network.

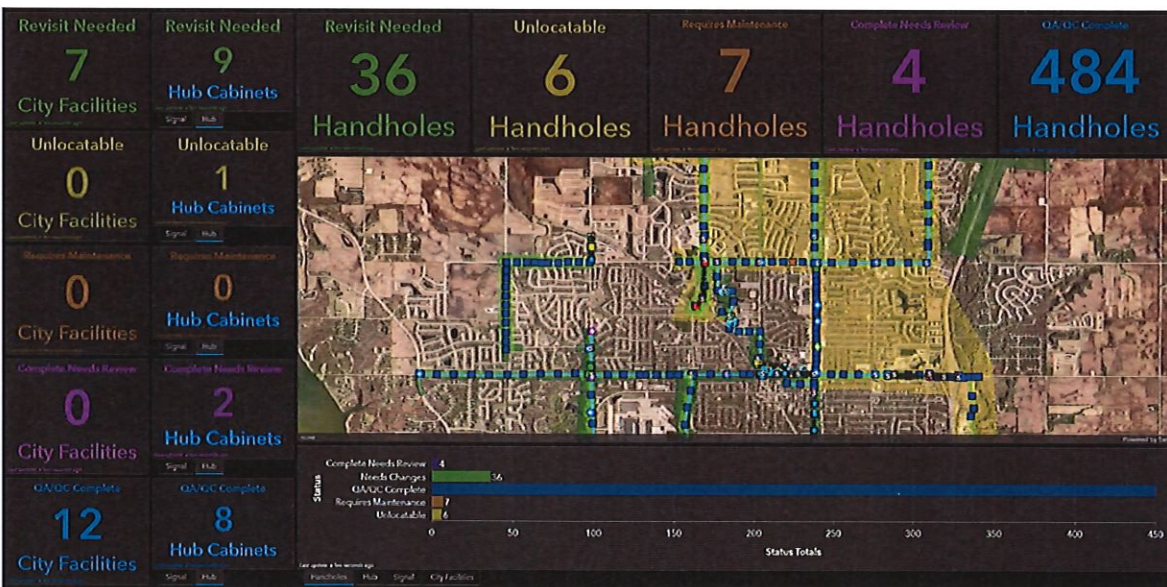
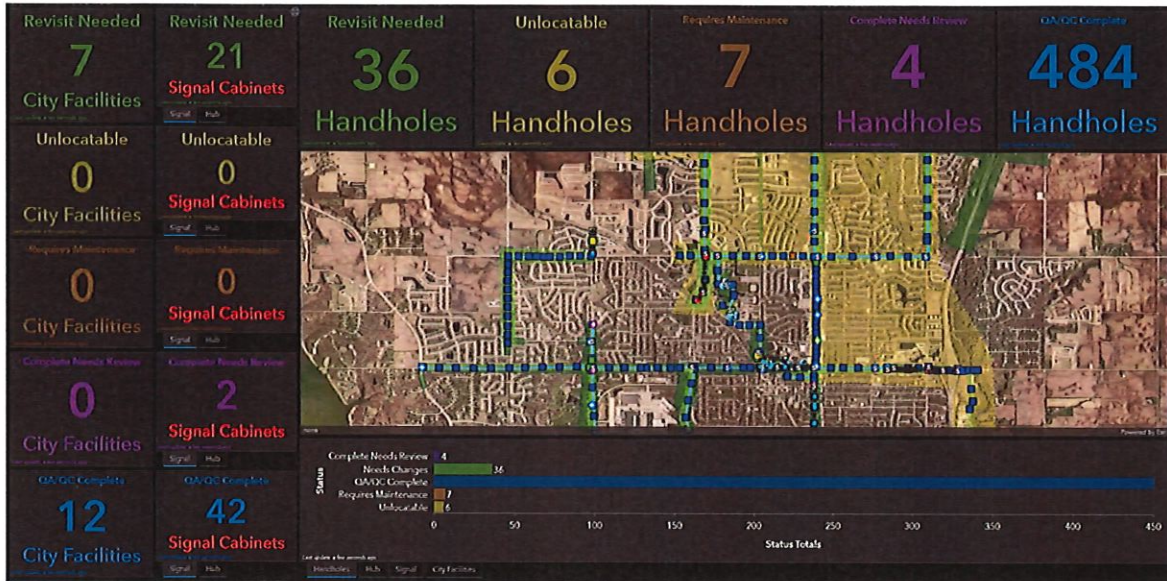
Summary of out of scope work items:

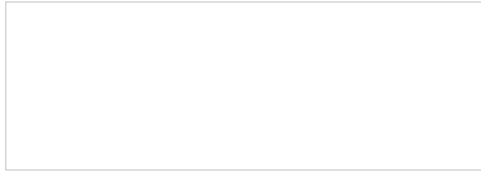
1. Olsson has collected an additional 137 handholes primarily due to issues of accuracy in the provided GIS data and having to locate and identify correct handholes in the field so that data can be entered into OSP correctly.
2. Incorrect Handholes being identified in data which lead to additional in office research and field time.
3. Curating, through collection of photographs, lists and details of asset types for initial setup and configuration of OSPInsight.
4. Photographing individual splice trays where they appear to be connected to non-standard 6-fiber cables or where non-standard coloring schemes are used.

Anticipated upcoming project tasks to be accomplished:

1. Olsson will continue populating the OSPInsight software with both the data that was collected as well as the data provided by the city.
2. Olsson will continue working closely with city officials to complete the process of collecting data for additional features such as cabinets, city facilities, and splice cases so that the project can remain on schedule.
3. Olsson will continue to provide identified city officials with the locations of handholes that are either unlocatable or that require maintenance on a monthly basis.

Exhibit 1 (Snapshots current as of 11-12-2021)





CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

#



Project Title: Ankeny Senior Community Center
Contractor: Shive Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 Finance Project # 905.421
Vendor Project or Invoice #: 4185992-21 PO #
Original Contract Date: October 28, 2019 Vendor # 8471

Date of Council Meeting: January 3, 2022 PAYMENT REQUEST # 19
PAYMENT PERIOD: From: October 16, 2021 Through: November 12, 2021

Contract Summary

Original Contract Amount:	\$	<u>601,000.00</u>	
Net change by Change Orders:	\$	<u>124,700.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>725,700.00</u>	
Total completed and stored to date:	\$	<u>712,277.51</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>712,277.51</u>	
Less previous applications for payment:	\$	<u>709,274.18</u>	
SUBTOTAL	\$		<u>3,003.33</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,003.33

Balance to finish, including retainage: \$ 13,422.49

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive Hattery
Firm Name
Signature Anne Cameron Date December 20, 2021

Engineer / Consultant Approval:
Firm Name
Signature _____ Date _____

City of Ankeny Staff Approval:
Signature Nick Osborne Date 12/28/21

Submit to: Nick Osborne - Assistant to the City Manager
E-mail: nosborne@ankenyiowa.gov Phone: (515) 965-6426 Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 709,274.18

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
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CHANGE ORDER TOTAL = \$ 124,700.00

Contract Time Remaining

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



ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Billing Backup

Monday, December 20, 2021

Shive-Hattery, Inc.

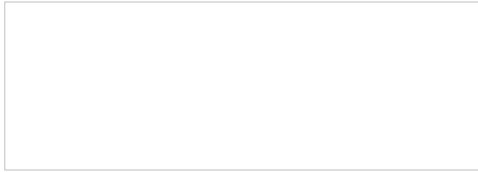
Invoice

Dated 12/20/2021

1:49:07 PM

Phase	99	Expenses
Task	990	Expenses

Reimbursable Expenses			
Reimbursed Exp/Mileage			
EX	000000093826	12/2/2021	Steffens, Brian / Ankeny Senior Center Mech Punch / walkthrough building to perform Mechanical punch list / 41.80 miles @ 0.56
			23.41
EX	000000093933	12/2/2021	Jensen, Michael / mileage / site visit / 232.00 miles @ 0.56
			129.92
Total Reimbursables			153.33
			153.33
Total this Task			\$153.33



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 **Finance Project Code:** 938.4210
Vendor Project or Invoice #: 120.0274.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 1/3/2022 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: 11/19/21 through: 12/17/21

Contract Summary

Original Contract Amount:	\$	154,900.00	
Net change by Change Orders: Amd #1/Amd #2	\$	378,520.00	
Contract Amount to Date: (line 1 ± 2)	\$	533,420.00	
Total completed and stored to date:	\$	387,766.77	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	387,766.77	
Less previous applications for payment:	\$	361,719.01	
SUBTOTAL	\$	26,047.76	

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,047.76

Balance to finish, including retainage: \$ 145,653.23

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.
Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
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TOTAL \$ 361,719.01

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Record of Change Orders

#	Date	Amount
1	11/16/2020	\$ 133,120.00
2	7/19/2021	\$ 245,400.00
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TOTAL		\$ 378,520.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 22, 2021

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 17

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project 120.0274.01 High Trestle Trail Ext Magazine Rd to Oralabor Rd

Professional Services through December 17, 2021

Orig Contract \$154,900
Amendment 1 \$133,120
Amendment 2 \$245,400

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	22,375.58	22,375.58	0.00

Basic Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	238,360.32	238,360.32	0.00

Basic Services-Lump Sum

Phase Subtotal 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	2.50	220.00	550.00
Sr. Engineer II	.50	190.00	95.00
Sr. Engineer	5.00	190.00	950.00
Engineer VIII	16.00	174.00	2,784.00
Engineer VII	9.00	165.00	1,485.00
Project Manager VI	8.00	157.00	1,256.00
Engineer IV	75.00	136.00	10,200.00
Lead Technician	5.50	133.00	731.50
Technician VIII	.50	118.00	59.00
Technician VII	44.50	109.00	4,850.50
Technician VI	2.25	98.00	220.50
Technician IV	15.75	80.00	1,260.00
Technician III	12.75	72.00	918.00
Total Services	197.25		25,359.50
Total Services			25,359.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo	Invoice	17
---------	-------------	--	---------	----

Allender Butzke Engineers, Inc.

11/24/2021 Allender Butzke Engineers, Inc. Services

302.60

11/30/2021 Allender Butzke Engineers, Inc. Services

287.10

Total Consultants

589.70

Fleet Mileage

98.56

Phase Subtotal

\$26,047.76

	Total	Prior	Current
Billings to Date	90,042.77	63,995.01	26,047.76

Construction Services-Lump Sum

Phase Subtotal

0.00

Outside SubConsultant Services

Phase Subtotal

0.00

	Total	Prior	Current
Billings to Date	30,820.00	30,820.00	0.00

Billing Limits

Current

Prior

To-Date

Total Billings

26,047.76

361,719.01

387,766.77

Limit

533,420.00

Remaining

145,653.23

Amount Due this Invoice

\$26,047.76

	Total	Prior	Current
Billings to Date	387,766.77	361,719.01	26,047.76

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



December 22, 2021

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 17
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the seventeenth progress report for the above referenced project and covers work through December 17, 2021. Work through this period includes shop drawing review, construction staking and settlement plate survey, onsite construction meetings, construction observation, bridge and footing observation, preparation of pay application, soil material testing invoices from ABE, and other project management tasks. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2021, council meeting to answer any questions regarding this invoice.

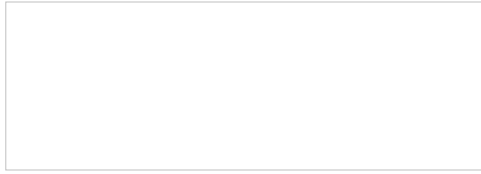
Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

city of
Ankeny
Bringing it all together.

Project Title:	HTT Transmission Main and Drainage Improvements		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023		
Finance Budget Code:	629.3629.4210	Finance Project Code:	629.4210
Finance Budget Code:	688.3688.4210	Finance Project Code:	688.4210
Vendor Project or Invoice #:	120.1113.01	PO #	
Original Contract Date:	January 4, 2021	Vendor #	990

Date of Council Meeting 1/3/2022 PAYMENT REQUEST # 10
 PAYMENT PERIOD: From: 11/19/21 through: 12/17/21

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	343,600.00	
Contract Amount to Date: (line 1 ± 2)	\$		447,400.00
Total completed and stored to date:	\$	150,869.43	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		150,869.43
Less previous applications for payment:	\$		135,072.93
SUBTOTAL	\$		15,796.50

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE	\$	15,796.50
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Balance to finish, including retainage:	\$	296,530.57
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Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date _____

Engineer/Consultant Approval:

Snyder & Associates Inc

Firm Name

Signature

Date _____

City of Ankeny Staff Approval

Donald Cook

Signature

Date _____

Submit to:

Email: _____ *Phone:* _____ *Fax:* _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
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TOTAL \$ 135,072.93

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
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TOTAL		\$ <u>343,600.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 10

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through December 17, 2021

Prelim Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24
Phase Subtotal			0.00
Billings to Date	Total 95,150.76	Prior 95,150.76	Current 0.00

Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Principal Environmental Scientist	2.00	209.00	418.00
Sr. Engineer	2.50	190.00	475.00
Environmental Scientist I	16.00	99.00	1,584.00
Total Services	20.75		2,532.00
			2,532.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,532.00	39,922.17	42,454.17
Limit			158,200.00
Remaining			115,745.83
Phase Subtotal			\$2,532.00
Billings to Date	Total 42,454.17	Prior 39,922.17	Current 2,532.00

Design Services Amendment 2 (Division 1)

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.75	220.00	165.00
Sr. Engineer	29.25	190.00	5,557.50
Environmental Scientist I	11.00	99.00	1,089.00
Lead Technician	.50	133.00	66.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	10
Technician VII		33.00	109.00		3,597.00	
Total Services		74.50			10,475.00	
						10,475.00
Billing Limits		Current	Prior	To-Date		
Total Billings		10,475.00	0.00	10,475.00		
Limit				164,600.00		
Remaining				154,125.00		
				Phase Subtotal		\$10,475.00
Billings to Date	Total	Prior	Current			
	10,475.00	0.00	10,475.00			
Design Services Amendment 2 (Division 2)						
Hourly Services						
		Hours	Rate	Amount		
Engineer VIII		2.50	174.00	435.00		
Lead Technician		5.00	133.00	665.00		
Technician VII		15.50	109.00	1,689.50		
Total Services		23.00		2,789.50		
						2,789.50
Billing Limits		Current	Prior	To-Date		
Total Billings		2,789.50	0.00	2,789.50		
Limit				20,800.00		
Remaining				18,010.50		
				Phase Subtotal		\$2,789.50
Billings to Date	Total	Prior	Current			
	2,789.50	0.00	2,789.50			
Amount Due this Invoice					<u>\$15,796.50</u>	
Billings to Date	Total	Prior	Current			
	150,869.43	135,072.93	15,796.50			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

December 22, 2021

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

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 10
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the tenth progress report for the above referenced project and covers work through December 17, 2021. Work performed during this period includes tasks associated with the preliminary design of Phase 1 and Phase 2. This invoice of \$15,796.50 represents a completion of about 16% of the \$343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2021, council meeting to answer any questions regarding this invoice.

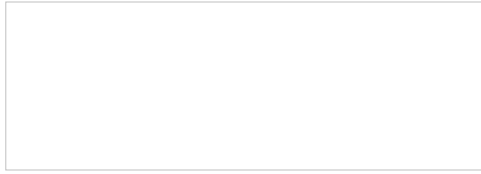
Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

city of
Ankeny
bringing it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	\$ 9,430.16
3	5/21/2020	\$ 11,583.63
4	6/24/2020	\$ 8,959.75
5	7/23/2020	\$ 8,516.65
6	8/27/2020	\$ 11,199.75
7	9/24/2020	\$ 25,453.50
8	10/20/2020	\$ 3,516.20
9	11/19/2020	\$ 3,959.50
10	1/21/2021	\$ 1,686.50
11	10/20/2021	\$ 6,718.00
12	11/23/2021	\$ 1,600.25
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TOTAL \$ 93,802.39

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



December 21, 2021

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 13
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the thirteenth progress report for the above referenced project and covers work through December 17, 2021. We are preparing final plans for the fiber optic upgrade project to occur in 2022 along N Ankeny Boulevard. We are currently addressing City check plan comments and will submit a draft final plan set this next month.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 13

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project 120.0315.01 N. Ankeny Blvd. Landscape Improvements

Professional Services through December 17, 2021

Basic Services

	Hours	Rate	Amount
Principal Engineer	5.25	208.00	1,092.00
Engineer III	24.00	116.00	2,784.00
Lead Technician	1.00	125.00	125.00
Total Services	30.25		4,001.00
Total Services			4,001.00

Billing Limits

	Current	Prior	To-Date
Total Billings	4,001.00	93,802.39	97,803.39
Limit			173,400.00
Remaining			75,596.61

Phase Subtotal \$4,001.00

	Total	Prior	Current
Billings to Date	97,803.39	93,802.39	4,001.00

Amount Due this Invoice \$4,001.00

	Total	Prior	Current
Billings to Date	97,803.39	93,802.39	4,001.00

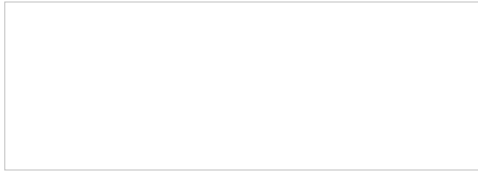
Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

city of
Ankeny
bringing it all together

Date Printed: 12/22/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5		
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TOTAL \$ 107,140.41

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 5

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 **NE Delaware Ave Recon - NE 5th St to NE 18th St**

Professional Services through December 17, 2021

Basic Services

	Hours	Rate	Amount	
Principal Engineer	11.25	220.00	2,475.00	
Engineer VIII	7.00	174.00	1,218.00	
Engineer VII	11.50	165.00	1,897.50	
Planner V	18.00	146.00	2,628.00	
Engineer V	33.50	146.00	4,891.00	
Engineer I	106.75	99.00	10,568.25	
Technician V	80.50	88.00	7,084.00	
Total Services	268.50		30,761.75	
Total Services				30,761.75

Employee Mileage	5.60	
Total Expenses		5.60

Fleet Mileage	5.60	
---------------	------	--

Phase Subtotal \$30,772.95

Additional Services

Phase Subtotal 0.00

Billing Limits	Current	Prior	To-Date
Total Billings	30,772.95	107,140.41	137,913.36
Limit			250,000.00
Remaining			112,086.64

Amount Due this Invoice \$30,772.95

	Total	Prior	Current
Billings to Date	137,913.36	107,140.41	30,772.95

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt	Invoice	5
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



December 21, 2021

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 5
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the fifth progress report for the above referenced project and covers work through December 17, 2021. Our work through this period includes coordinating with City staff, preparing the project traffic study, preparing concept design and plans, preparing Tributary A hydraulic analysis of the box culvert, and beginning environment review and documentation. We have received comments from the City on the draft traffic study.

This next month we will coordinate with the City on the submittal of the final traffic study and update our plans per the approved traffic study.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2022, council meeting to answer any questions regarding this invoice.

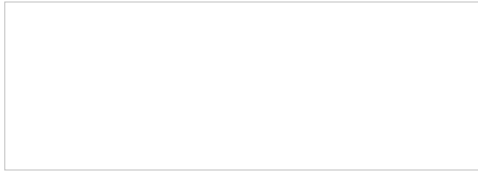
Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 8th St Widening and Traffic Signalization
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 965.3965.4210 **Finance Project Code:** 965.4210
Vendor Project or Invoice #: 120.0399.01 **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 990

Date of Council Meeting 1/3/2022 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: 11/19/21 through: 12/17/21

Contract Summary

Original Contract Amount:	\$	139,600.00
Net change by Change Orders: Amd #1	\$	63,800.00
Contract Amount to Date: (line 1 ± 2)	\$	203,400.00
Total completed and stored to date:	\$	166,979.92
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	166,979.92
Less previous applications for payment:	\$	164,713.92
SUBTOTAL	\$	2,266.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,266.00

Balance to finish, including retainage: \$ 36,420.08

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: _____
Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	\$ 12,845.11
2	6/24/2020	\$ 11,479.98
3	7/23/2020	\$ 10,091.00
4	8/27/2020	\$ 7,228.50
5	9/24/2020	\$ 7,590.00
6	10/21/2020	\$ 1,872.00
7	11/19/2020	\$ 2,844.31
8	12/22/2020	\$ 11,493.25
9	1/21/2021	\$ 14,517.93
10	2/17/2021	\$ 8,908.75
11	3/24/2021	\$ 4,771.75
12	4/22/2021	\$ 5,075.28
13	5/26/2021	\$ 9,443.71
14	6/24/2021	\$ 11,060.44
15	7/22/2021	\$ 15,401.07
16	8/25/2021	\$ 16,197.61
17	9/21/2021	\$ 9,488.27
18	10/20/2021	\$ 2,642.89
19	11/23/2021	\$ 1,762.07
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TOTAL \$ 164,713.92

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TOTAL		\$ 63,800.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 6, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

December 21, 2021

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE DELAWARE AVENUE AND SE 8TH STREET WIDENING AND TRAFFIC
SIGNALIZATION
PROGRESS REPORT NO. 20
S&A PROJECT NO. 120.0399.01

Dear Ms. Hart:

This is the twentieth progress report for the above referenced project and covers work through December 17, 2021. Our work through this period includes final design of the 2022 fiber optic upgrade and as-built preparation for the 2021 intersection improvements construction project. This next month we will continue working on the fiber optic upgrade design and complete the record drawings and monument preservation for the intersection improvements project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2021, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0399.01 - 20

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 120.0399.01 SE Delaware Ave and SE 8th St Widening and Traffic Signalization

Professional Services through December 17, 2021

Basic Services

	Hours	Rate	Amount
Principal Engineer	3.50	220.00	770.00
Total Services	3.50		770.00
Total Services			770.00
Billing Limits	Current	Prior	To-Date
Total Billings	770.00	90,167.84	90,937.84
Limit			108,700.00
Remaining			17,762.16
Phase Subtotal			\$770.00
Billings to Date	Total 90,937.84	Prior 90,167.84	Current 770.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,175.52	5,175.52
Limit			13,100.00
Remaining			7,924.48
Phase Subtotal			0.00
Billings to Date	Total 5,175.52	Prior 5,175.52	Current 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Project Manager VI	2.00	157.00	314.00
Technician VI	7.00	98.00	686.00
Technician III	2.00	72.00	144.00
Technician II	4.50	66.00	297.00
Total Services	15.75		1,496.00
Total Services			1,496.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

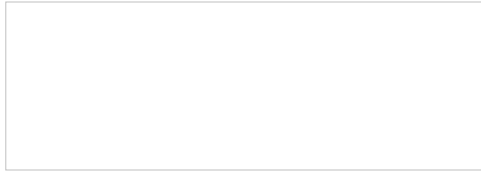
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0399.01	Ank-SEDelawareAveandSE8thStWideningTraff			Invoice	20
Billing Limits		Current	Prior	To-Date		
Total Billings		1,496.00	69,370.56	70,866.56		
Limit				81,600.00		
Remaining				10,733.44		
				Phase Subtotal		\$1,496.00
Billings to Date	Total	Prior	Current			
	70,866.56	69,370.56	1,496.00			
				Amount Due this Invoice		<u>\$2,266.00</u>
Billings to Date	Total	Prior	Current			
	166,979.92	164,713.92	2,266.00			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

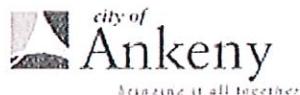
LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01 **PO #**
Original Contract Date: November 4th, 2019 **Vendor #** 990

Date of Council Meeting 1/3/2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 10/15/21 through: 12/17/21

Contract Summary

Original Contract Amount:	\$	<u>97,600.00</u>	
Net change by Change Orders: Amd #1		<u></u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>97,600.00</u>	
Total completed and stored to date:	\$	<u>95,477.45</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>95,477.45</u>	
Less previous applications for payment:	\$	<u>93,741.45</u>	
SUBTOTAL	\$		<u>1,736.00</u>

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,736.00

Balance to finish, including retainage: \$ 2,122.55

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature Date 12/22/21

City of Ankeny Staff Approval 12/22/21
Signature Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/21/2019	\$ 16,841.63
2	12/18/2019	\$ 1,131.30
3	1/22/2020	\$ 8,291.31
4	2/20/2020	\$ 22,568.50
5	3/25/2020	\$ 22,788.23
6	4/23/2020	\$ 11,851.02
7	5/21/2020	\$ 3,847.38
8	8/26/2020	\$ 1,371.88
9	12/21/2020	\$ 2,904.00
10	1/10/2021	\$ 604.00
11	3/23/2021	\$ 529.03
12	9/21/2021	\$ 664.55
13	10/20/2021	\$ 348.62
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TOTAL \$ 93,741.45

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 4th, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



December 21, 2021

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS
PROGRESS REPORT NO. 14
S&A PROJECT NO. 119.0975.01

Dear Mr. Grgurich:

This is the fourteenth progress report for the above referenced project and covers work through December 17, 2021. Our work this past month includes updating the final storm sewer easement plats for Parcels 10 and 81 and continued Right-of-Way coordination with those two properties. We have submitted the revised documents to both property owners.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Becky Ford
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0975.01 - 14

Finance Budget Code 610.3610.4210 / 650.3650.4210 /
963.3963.4210

Finance Project Code 610.4210 / 650.4210 / 963.4210

Vendor 990

Email

Project 119.0975.01 NW Northlawn Reconstruction Area

Professional Services through December 17, 2021

Prelim Services

	Hours	Rate	Amount
Principal Engineer	.25	214.00	53.50
Engineer VII	1.00	160.00	160.00
Right-of-Way Agent VI	7.75	152.00	1,178.00
Technician VII	3.25	106.00	344.50
Total Services	12.25		1,736.00
Total Services			1,736.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,736.00	84,141.45	85,877.45
Limit			88,000.00
Remaining			2,122.55

Phase Subtotal \$1,736.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	9,600.00	9,600.00
Limit			9,600.00

Phase Subtotal 0.00

Amount Due this Invoice \$1,736.00

	Total	Prior	Current
Billings to Date	95,477.45	93,741.45	1,736.00

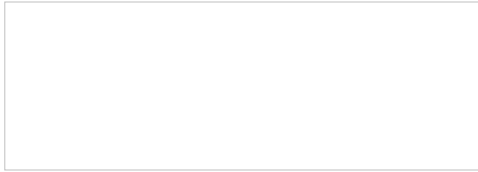
Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 1/3/2022 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: 11/19/21 through: 12/17/21

Contract Summary

Original Contract Amount:	\$	50,300.00
Net change by Change Orders: Amd #1	\$	318,650.00
Contract Amount to Date: (line 1 ± 2)	\$	368,950.00
Total completed and stored to date:	\$	340,355.27
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	340,355.27
Less previous applications for payment:	\$	304,661.49
SUBTOTAL	\$	35,693.78
OTHER CHARGES (Please attach an itemized list)	\$	-
CURRENT PAYMENT DUE	\$	35,693.78
Balance to finish, including retainage:	\$	28,594.73

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
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TOTAL \$ 304,661.49

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
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TOTAL		<u>\$ 318,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



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INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 13

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through December 17, 2021

Basic Services

	Hours	Rate	Amount
Principal Engineer	7.75	220.00	1,705.00
Principal Engineer	5.25	209.00	1,097.25
Engineer VII	63.00	165.00	10,395.00
Engineer III	38.75	124.00	4,805.00
Engineer II	60.00	112.00	6,720.00
Sr. Technician	48.50	127.00	6,159.50
Technician VII	1.00	109.00	109.00
Administrative I	.50	56.00	28.00
Total Services	224.75		31,018.75
Total Services			31,018.75

Fleet Mileage

1.68

Billing Limits

	Current	Prior	To-Date
Total Billings	31,020.43	271,670.71	302,691.14
Limit			309,200.00
Remaining			6,508.86

Phase Subtotal \$31,020.43

	Total	Prior	Current
Billings to Date	302,691.14	271,670.71	31,020.43

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	3.00	174.00	522.00
Right-of-Way Agent VI	23.25	157.00	3,650.25
Technician V	2.50	88.00	220.00
Total Services	28.75		4,392.25
Total Services			4,392.25

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny, IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd	Invoice	13
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Permit Fees		275.50	
Total Expenses			275.50

Fleet Mileage			5.60
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Billing Limits	Current	Prior	To-Date	
Total Billings	4,673.35	32,990.78	37,664.13	
Limit			59,750.00	
Remaining			22,085.87	
		Phase Subtotal		\$4,673.35

Billings to Date	Total	Prior	Current	
	37,664.13	32,990.78	4,673.35	

Amount Due this Invoice	<u>\$35,693.78</u>
--------------------------------	---------------------------

Billings to Date	Total	Prior	Current
	340,355.27	304,661.49	35,693.78

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



December 21, 2021

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 13
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the thirteenth progress report for the above referenced project and covers work through December 17, 2021. Our work through this period includes coordinating with City staff, franchise utility coordination, working on final roadway and traffic signal design, right-of-way acquisitions, and performing utility verification test holes.

Final plans, cross sections, contract documents, and cost opinion have been submitted to the City. The plans will be uploaded to Quest CDN on December 21, 2021, for a bid letting on January 11, 2022. This next month we will answer any Contractor questions and continue working on right-of-way acquisitions and utility coordination.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2022, council meeting to answer any questions regarding this invoice.

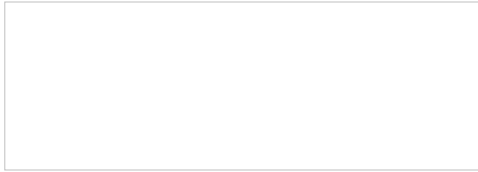
Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

city of
Ankeny
bringing it all together

Date Printed: 12/22/2021

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
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TOTAL \$ 81,490.42

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Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
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TOTAL		\$ <u>30,050.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



December 21, 2021

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 9
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the ninth progress report for the above referenced project and covers work through December 17, 2021. Work in this period includes check plan and contract document completion, acquisition plats and activity, and utility potholes.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the January 3, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2021

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 9

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 NW 36th St and NW State St Interim Improvements

Professional Services through December 17, 2021

Basic Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Land Surveyor VIII	3.75	174.00	652.50
Engineer V	13.25	146.00	1,934.50
Engineer III	7.00	124.00	868.00
Engineer II	6.00	112.00	672.00
Technician VII	1.50	109.00	163.50
Technician V	8.00	88.00	704.00
Technician III	2.00	72.00	144.00
Administrative II	1.25	68.00	85.00
Total Services	43.00		5,278.50
Total Services			5,278.50

Fleet Mileage

5.60

Billing Limits

	Current	Prior	To-Date
Total Billings	5,284.10	81,040.42	86,324.52
Limit			98,100.00
Remaining			11,775.48

Phase Subtotal \$5,284.10

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	2.00	174.00	348.00
Technician VII	6.25	109.00	681.25
Technician V	6.00	88.00	528.00
Total Services	14.25		1,557.25
Total Services			1,557.25

Billing Limits

	Current	Prior	To-Date
Total Billings	1,557.25	450.00	2,007.25
Limit			6,850.00
Remaining			4,842.75

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

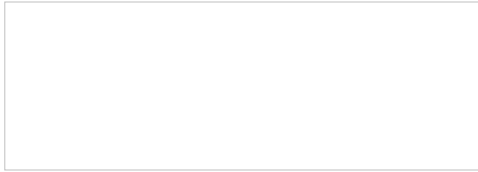
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	9
Phase Subtotal				\$1,557.25
Amount Due this Invoice				<u>\$6,841.35</u>
Billings to Date	Total	Prior	Current	
	88,331.77	81,490.42	6,841.35	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 3, 2022 PAYMENT REQUEST # 9
PAYMENT PERIOD: From: November 21, 2021 Through: December 22, 2021

Contract Summary

Original Contract Amount:	\$	4,526,677.00	
Net change by Change Orders:	\$	(58,964.25)	
Contract Amount to Date: (line 1 ± 2)	\$	4,467,712.75	
Total completed and stored to date:	\$	3,144,629.00	
Retainage: <u>5</u> % of Completed Work:	\$	157,231.45	
Total Earned less Retainage:	\$	2,987,397.55	
Less previous applications for payment:	\$	2,500,139.46	
SUBTOTAL	\$	487,258.09	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	487,258.09	

Balance to finish, including retainage: \$ 1,480,315.20

Contract Time Remaining (If applicable) 18 Working Days

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

Construction Contractor Approval: Sternquist Construction
Firm Name
Signature: [Signature] Date: 12-22-21

Engineer / Consultant Approval: Civil Design Advantage
Firm Name
Signature: [Signature] Date: 12-22-2021

City of Ankeny Staff Approval:
Signature: [Signature] Date: 12/22/2021

Submit to: Jim Haberichter, P.E.
E-mail: JHaberichter@Ankenylowa.gov Phone: (515) 963-3536 Fax: (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 3, 2021	\$ 127,284.80
2	June 7, 2021	\$ 281,211.40
3	July 6, 2021	\$ 401,371.44
4	August 2, 2021	\$ 371,158.60
5	September 6, 2021	\$ 362,441.85
6	October 4, 2021	\$ 379,526.66
7	November 1, 2021	\$ 244,438.80
8	December 6, 2021	\$ 332,705.91
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 2,500,139.46

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
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CHANGE ORDER TOTAL = \$ (58,964.25)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	3.0
Total Working Days:	193.0
Working Days Used to Date:	175.5
Working Days Remaining:	<u>17.5</u>

Full Completion

Contract Working Days:	12.0
Added by Change Order:	
Total Working Days:	12.0
Working Days Used to Date:	
Working Days Remaining:	<u>12.0</u>

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 5,200.00	\$ 5,200.00	0.50	\$ 2,600.00	0.50	1.00	\$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00		28.00	\$ 500.00	\$ 14,000.00		\$ -			\$ -	28.00	0.00%
2.03	TOPSOIL, ON-SITE	CY	11,500.00		11,500.00	\$ 5.00	\$ 57,500.00		\$ -	5750.00	5,750.00	\$ 28,750.00	5,750.00	50.00%
2.04	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	\$ 2.50	\$ 29,500.00	1,770.00	\$ 4,425.00	8850.00	10,620.00	\$ 26,550.00	1,180.00	90.00%
2.05	BELOW GRADE EXCAVATION (CORE OUT)	CY	100.00		100.00	\$ 10.00	\$ 1,000.00		\$ -	26.00	26.00	\$ 260.00	74.00	26.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00	225.00	\$ 675.00	8964.00	9,189.00	\$ 27,567.00	11,973.00	43.42%
2.07	SUBBASE, MODIFIED	SY	19,909.00		19,909.00	\$ 10.00	\$ 199,090.00	225.00	\$ 2,250.00	8876.00	9,101.00	\$ 91,010.00	10,808.00	45.71%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	0.40	0.40	\$ 1,600.00	0.60	40.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00	0.20	\$ 4,000.00	0.60	0.80	\$ 16,000.00	0.20	80.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00	3.60	\$ 17,298.00	7.80	11.40	\$ 54,777.00	0.60	95.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00	53.00	\$ 7,632.00	85.00	138.00	\$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	\$ 160.00	\$ 278,880.00	897.00	\$ 143,520.00	889.00	1,796.00	\$ 287,360.00	(53.00)	103.04%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	\$ 181.75	\$ 48,709.00		\$ -	224.00	224.00	\$ 40,712.00	44.00	83.58%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 265.25	\$ 301,589.25		\$ -	1137.00	1,137.00	\$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	\$ 4,200.00	\$ 33,600.00		\$ -	6.40	6.40	\$ 26,880.00	1.60	80.00%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	\$ 42.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,355.00		1,355.00	\$ 61.00	\$ 81,435.00	858.00	\$ 52,338.00	472.00	1,330.00	\$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50	37.00	\$ 2,534.50		37.00	\$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 84.00	\$ 48,720.00	404.00	\$ 33,936.00	176.00	580.00	\$ 48,720.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	\$ 110.25	\$ 183,456.00	301.00	\$ 33,185.25	1363.00	1,664.00	\$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	\$ 136.50	\$ 110,565.00		\$ -	810.00	810.00	\$ 110,565.00	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	\$ 200.00	\$ 8,600.00		\$ -	43.00	43.00	\$ 8,600.00	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	122.00		122.00	\$ 27.25	\$ 3,324.50	54.00	\$ 1,471.50	68.00	122.00	\$ 3,324.50	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	\$ 36.00	\$ 2,052.00		\$ -	57.00	57.00	\$ 2,052.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 1,155.00	\$ 2,310.00	2.00	\$ 2,310.00		2.00	\$ 2,310.00	0.00	100.00%
4.17	PIPE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 1,365.00	\$ 4,095.00	1.00	\$ 1,365.00	2.00	3.00	\$ 4,095.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 604.00	\$ 1,208.00	2.00	\$ 1,208.00		2.00	\$ 1,208.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 662.00	\$ 1,986.00	1.00	\$ 662.00	2.00	3.00	\$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	\$ 1,155.00	\$ 6,930.00		\$ -			\$ -	6.00	0.00%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,951.00	600.00	7,951.00	\$ 21.00	\$ 166,971.00		\$ -	3228.00	3,228.00	\$ 67,786.00	4,723.00	40.60%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00		\$ -			\$ -	3.00	0.00%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTKMH, 8 IN. DIA.	EA	77.00		77.00	\$ 252.00	\$ 19,404.00		\$ -			\$ -	77.00	0.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50	97.00	\$ 4,607.50	280.00	357.00	\$ 16,957.50	18.00	95.20%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25	160.00	\$ 7,560.00	3685.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	1.00		1.00	\$ 1,732.50	\$ 1,732.50	1.00	\$ 1,732.50		1.00	\$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	\$ 1,890.00	\$ 9,450.00	1.00	\$ 1,890.00	4.00	5.00	\$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 10 IN. DIA.	EA	2.00		2.00	\$ 2,467.50	\$ 4,935.00		\$ -	2.00	2.00	\$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 12 IN. DIA.	EA	7.00		7.00	\$ 2,940.00	\$ 20,580.00	3.50	\$ 10,290.00	3.50	7.00	\$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	\$ 5,565.00	\$ 61,215.00		\$ -	11.00	11.00	\$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	6.00		6.00	\$ 4,725.00	\$ 28,350.00	6.00	\$ 28,350.00		6.00	\$ 28,350.00	0.00	100.00%
5.10	RELOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	\$ 1,942.50	\$ 3,885.00	2.00	\$ 3,885.00		2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00	2.00	\$ 420.00		2.00	\$ 420.00	3.00	40.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00		\$ -	43.00	43.00	\$ 989.00	27.00	61.43%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00	3.60	\$ 52,920.00	9.60	13.20	\$ 194,040.00	0.80	94.29%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 2,635.00	\$ 6,615.00		\$ -	0.90	0.90	\$ 5,953.50	0.10	90.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 8,150.00	\$ 32,600.00	1.80	\$ 5,103.00	1.90	3.70	\$ 10,949.50	0.30	92.50%
6.04	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00		\$ -	1.90	1.90	\$ 15,162.00	0.10	95.00%
6.05	INTAKE, TYPE SW-503, DOUBLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00	6.30	\$ 28,444.50	9.70	16.00	\$ 72,240.00	2.00	88.89%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 8,190.00	\$ 65,520.00	5.40	\$ 44,226.00	1.80	7.20	\$ 58,986.00	0.80	90.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD.)	EA	8.00		8.00	\$ 12,757.50	\$ 102,060.00		\$ -	7.90	7.90	\$ 100,784.25	0.10	98.75%
6.08	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00		\$ -	1.00	1.00	\$ 3,045.00	1.00	50.00%
6.09	EXTERNAL DROP CONNECTION	EA	6.00		6.00	\$ 6,510.00	\$ 39,060.00		\$ -	5.00	5.00	\$ 32,550.00	1.00	83.33%
6.10	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 997.50	\$ 997.50	1.00	\$ 997.50		1.00	\$ 997.50	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	2.00		2.00	\$ 862.50	\$ 1,765.00		\$ -	2.00	2.00	\$ 1,765.00	0.00	100.00%
6.12	STANDPIPE	EA	1.00		1.00	\$ 630.00	\$ 630.00		\$ -			\$ -	1.00	0.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00	1.00	\$ 735.00		1.00	\$ 735.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

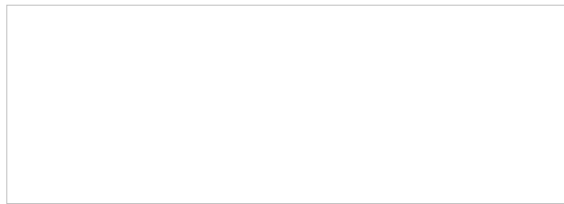
STREETS AND RELATED WORK										\$	-	7751.00	7,949.00	\$ 407,386.25	9,433.00	45.73%
7.01	PAVEMENT, PCC, 9 IN., CLASS C-SUD MIX	SY	17,382.00							198.00	\$ 10,147.50					
7.02	PAVEMENT, PCC, 8 IN., CLASS C-SUD MIX	SY	345.00													
7.03	PAVEMENT, PCC, 7 IN., CLASS C-SUD MIX	SY	867.00													
7.04	PCC PAVEMENT SAMPLER AND TESTING	LS	1.00													
7.05	REMOVAL OF SIDEWALK	SY	72.00													
7.06	SIDEWALK, PCC, 4 IN.	SY	17.00													
7.07	SIDEWALK, PCC, 5 IN.	SY	3,223.00													
7.08	SIDEWALK, PCC, 6 IN.	SY	214.00													
7.09	DETECTABLE WARNING	SF	242.00													
7.10	DRIVEWAY, PCC, 6 IN.	SY	154.00													
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00													
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00													
7.13	PAVEMENT REMOVAL	SY	575.00													
TRAFFIC CONTROL																
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00													
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10													
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00													
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10													
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00													
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00													
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMS)	DAYS	7.00													
8.08	TRAFFIC SIGNAGE	LS	1.00													
8.09	TRAFFIC SIGN RELOCATION	EA	8.00													
8.10	TRAFFIC SIGN REMOVAL	EA	2.00													
8.11	FIBER OPTIC CONDUIT (BLUB) - CITY (FURNISH & INSTALL)	LF	3,670.00													
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00													
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00													
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00													
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00													
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00													
SITE WORK AND LANDSCAPING																
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE I	AC	11.40													
9.02	CONVENTIONAL SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16													
9.03	HYDRAULIC MULCHING (BPM)	AC	16.16													
9.04	FILTER SOCKS, 12 IN.	LF	825.00													
9.05	FILTER SOCKS, REMOVAL	LF	825.00													
9.06	RIP RAP, CLASS E	TONS	48.00													
9.07	SILT FENCE	LF	9,285.00													
9.08	SILT FENCE, REMOVAL OF DEVICE	LF	9,285.00													
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	585.00													
9.10	EROSION CONTROL MULCHING, STRAW	AC	27.56													
9.11	INLET PROTECTION DEVICE, ROCK	EA	41.00													
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00													
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	80.00													
MISCELLANEOUS																
11.01	MOBILIZATION	LS	1.00													
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00													
11.03	CONCRETE WASHOUT	EA	2.00													
CHANGE ORDER ITEMS																
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000), 18 IN. DIA.	EA	1,123.00													
12.02	LOWER EXISTING NW WEIGEL DRIVE WATER MAIN	LS	1.00													
12.03	WEED CONTROL WITH GRADING AND MOWING	LS	1.00													
12.04	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	1.00													
12.05																
12.06																

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,467,712.75 PAY PERIOD = \$ 521,250.75

COMPLETED = \$ 3,144,629.00

70.39%



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the January 3, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Recap
 AP Check Report 1 of 2
 AP Check Report 2 of 2

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JANUARY 3, 2022**

Fund		PAYMENTS
100	General Fund	\$ 204,333.08
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	9,149.56
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	91,827.96
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	2,300.00
430	Library Foundation Fund	1,407.65
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	3,801.65
510	Water Fund	61,017.95
520	Water Improvement Fund	-
530	Water Sinking Fund	1,050.00
550	Sewer Fund	6,186.79
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	353.68
590	Golf Course Fund	9,778.45
600-699	Enterprise Project Funds	16,953.83
710	Revolving Fund	1,410.24
720	Risk Management Fund	4,763.48
730	Health Insurance Fund	567.99
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	693,410.36
	Sub Total	\$ 1,108,312.67
	Payroll Totals	1,616,265.16
	Service Transfers/ACH Drafts	(181,071.68)
	Agenda Payments Approved Separately	(682,515.87)
	Grand Total	<u>\$ 1,860,990.28</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

Michael Sebach
Assistant City Manager

12-30-2021
Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE:12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010928	SPORTS TURF MANAGERS ASSOCIATI							
M-CHECK	SPORTS TURF MANAGERS ASSUNPOST	V	12/30/2021			234882		85.00CR
008496	TRICARE WEST							
M-CHECK	TRICARE WEST	UNPOST	V 12/30/2021			235061		379.81CR
008496	TRICARE WEST							
M-CHECK	TRICARE WEST	UNPOST	V 12/30/2021			235062		519.21CR
008496	TRICARE WEST							
M-CHECK	TRICARE WEST	UNPOST	V 12/30/2021			235063		2.25CR

* * 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:	4 VOID DEBITS	0.00		
	VOID CREDITS	986.27CR	986.27CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		4	986.27CR	0.00	0.00
BANK:	TOTALS:	4	986.27CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE:12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002736	3M COMPANY							
I-9413736616	3M MATERIALS-TRAFFIC	R	1/03/2022	300.00		235150		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
001844	A TECH INC-TCI							
I-532492	01/01/22-03/31/22 MONITORING	E	1/05/2022	3,075.00		004117		3,075.00
	*** VENDOR TOTALS ***					1 CHECKS		3,075.00
008578	ACCESS TECHNOLOGIES INC							
I-INV1101727	11/1-11/30/21 STATEMENT	R	1/03/2022	1,551.96		235151		1,551.96
	*** VENDOR TOTALS ***					1 CHECKS		1,551.96
000003	ACCO UNLIMITED CORP							
I-0217597-IN	POOL BEARING ASSEMBLY-AC	R	1/03/2022	929.14		235152		929.14
	*** VENDOR TOTALS ***					1 CHECKS		929.14
000026	AHLERS & COONEY PC							
I-814270	BOND RELATED LGL SVC 12/19/21	E	1/05/2022	335.00		004108		335.00
	*** VENDOR TOTALS ***					1 CHECKS		335.00
000226	AIRGAS NORTH CENTRAL INC							
I-9984189753	CYLINDER RENTAL - CG	R	1/03/2022	776.71		235153		
I-9984189754	CYLINDER RENTAL - CG	R	1/03/2022	33.42		235153		810.13
	*** VENDOR TOTALS ***					1 CHECKS		810.13
009981	ALL CITY MANAGEMENT SERVICES,							
I-73112	10/24-11/6/21 CROSSING GUARDS	E	1/05/2022	10,820.00		004145		
I-73425	CROSSING GUARD SERVICES	E	1/05/2022	9,710.95		004145		20,530.95
	*** VENDOR TOTALS ***					1 CHECKS		20,530.95
009262	AMAZON CAPITAL SERVICES INC							
C-164V-NV9L-WDXV	COAT RACK -SR CTR	E	1/05/2022	37.99CR		004141		
C-17XH-61MR-79CD	CR: AIR FILTERS - TRAFFIC	E	1/05/2022	272.76CR		004141		
C-1QHY-7T3L-FHMJ	CR: COMMERCIAL DOLLY-SR CTR	E	1/05/2022	98.18CR		004141		
I-1G4K-W19T-VTXM	CPR SAVERS /VALVES - FD	E	1/05/2022	79.90		004141		
I-1HPJ-D4JD-TFKW	SAFETY HAZARD BAGS -SR CTR	E	1/05/2022	6.99		004141		
I-1LMP-939Q-QVJT	GYM EQUIP STORAGE RACK-SR CTR	E	1/05/2022	67.97		004141		
I-1RPX-G7V3-D7DY	WEBCAM HOLDER - SENIOR CENTER	E	1/05/2022	19.99		004141		
I-1RXY-4JJM-HMYX	VALENTINES DAY DIY - P&R	E	1/05/2022	61.45		004141		
I-1TRM-643-X97G	AIR FILTERS - TRAFFIC	E	1/05/2022	272.76		004141		
I-1W1K-6NVY-3WCN	COMMERCIAL DOLLY -SR CTR	E	1/05/2022	607.27		004141		
I-1W7P-7WPY-K11L	2022 FILE FOLDERS - PD	E	1/05/2022	149.50		004141		856.90
	*** VENDOR TOTALS ***					1 CHECKS		856.90

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010761	AMAZON.COM CORPORATE CREDIT							
C-757687889645	REFUND	E	1/05/2022	0.66CR		004146		
I-433637489455	MASTER MAGNETICS-KL	E	1/05/2022	17.89		004146		
I-446434343736	CARDSTOCK - KL	E	1/05/2022	17.61		004146		
I-446774387439	NESTLE PURE LIFE - KL	E	1/05/2022	235.90		004146		
I-447668483366	CASESACK CASE FOR MIFI-KL	E	1/05/2022	159.90		004146		
I-479936567887	TDLTEK NEON GLOW STICKS-KL	E	1/05/2022	102.45		004146		
I-496484846955	AMAZON.COM CORPORATE CREDIT	E	1/05/2022	68.94		004146		
I-585986569737	MAXGEAR BROCHURE HOLDER-KL	E	1/05/2022	28.89		004146		
I-596663795575	TDLTEK 10PK WIRE NEON - KL	E	1/05/2022	31.99		004146		
I-647356736746	BOXES - KL	E	1/05/2022	46.95		004146		
I-793495436343	FIXSMITH CANVAS PANELS-KL	E	1/05/2022	18.99		004146		
I-855644349886	CHEX MIX - KL	E	1/05/2022	17.15		004146		
I-857745548894	DYNAREX BZK ANTISEPTIC-KL	E	1/05/2022	50.94		004146		
I-857773349753	PROGRAM SNACKS -KL	E	1/05/2022	63.65		004146		
I-943548438596	MULTIMEDIA - KL	E	1/05/2022	12.74		004146		
I-956598596468	USB PRINTER CABLE-KL	E	1/05/2022	20.13		004146		
I-967763598567	CRYSTAL GEYSER - KL	E	1/05/2022	24.25		004146		
I-974798388654	LARS AND THE REAL GIRL-KL	E	1/05/2022	6.24		004146		
I-993766665465	MISC BOOKS - KL	E	1/05/2022	107.90		004146		
I-995598945646	CALENDAR/PINS/STAPLER-KL	E	1/05/2022	35.51		004146		1,067.36
	*** VENDOR TOTALS ***					1 CHECKS		1,067.36
000916	AMERICAN PUBLIC WORKS ASSOCIAT							
I-118921 FY22OVERAGE	FY22 GRP AGENCY RNWL OVERAGE	R	1/03/2022	130.00		235154		130.00
	*** VENDOR TOTALS ***					1 CHECKS		130.00
000012	MILLENNIUM II CORPORATION							
I-1030251	SILICONE - PW	R	1/03/2022	5.10		235155		
I-1032776	BRIDGE REPAIR PARTS-PKS	R	1/03/2022	26.04		235155		
I-1032910	SMALL ENGINE PARTS -PKS	R	1/03/2022	17.54		235155		
I-1033011	KEY RINGS - SR CENTER	R	1/03/2022	2.45		235155		
I-1033698	ALUM ANGLE-PRAC	R	1/03/2022	16.40		235155		
I-1033919	DRILL BITS - AC	R	1/03/2022	15.02		235155		
I-1034182	HILLMAN - FD	R	1/03/2022	0.85		235155		83.40
	*** VENDOR TOTALS ***					1 CHECKS		83.40
004518	AQUACLEAR							
I-6288	OCTOBER LAKE MGMT SVCS	R	1/03/2022	961.56		235156		961.56
	*** VENDOR TOTALS ***					1 CHECKS		961.56
002625	PHILIP L ASCHEMAN PHD							
I-12/09/21	PRE EMP PSYCH EVALS - PD	R	1/03/2022	215.00		235157		215.00
	*** VENDOR TOTALS ***					1 CHECKS		215.00

VENDOR SET: 01 City of Ankeny
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 DATE RANGE:12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000067	BAKER & TAYLOR INC							
I-2036403921	BOOKS - KL	E	1/05/2022	16.79		004110		
I-2036403922A	MISC BOOKS -KL	E	1/05/2022	1,550.20		004110		
I-2036403922B	GRUNDMEYER MEMORIAL BOOKS	E	1/05/2022	30.00		004110		
I-2036408285	BOOKS - KL	E	1/05/2022	103.26		004110		
I-2036408286	BOOKS - KL	E	1/05/2022	519.58		004110		
I-2036414630	BOOKS - KL	E	1/05/2022	317.79		004110		2,537.62
	*** VENDOR TOTALS ***					1 CHECKS		2,537.62
001291	BOB BASH							
I-10/21-12/21FITNESS	10/21-12/21 FITNESS REIMBRSMNT	E	1/05/2022	36.00		004116		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
006127	BATTERIES PLUS BULBS #203							
I-P47006076	LITHIUM BATTERIES - PD	R	1/03/2022	85.80		235158		85.80
	*** VENDOR TOTALS ***					1 CHECKS		85.80
006349	HY-VEE INC-BDI							
I-29214	ALCOHOL FOR RESALE - OC	R	1/03/2022	393.60		235159		393.60
	*** VENDOR TOTALS ***					1 CHECKS		393.60
005950	BLACKSTONE AUDIO INC							
I-INV2012147	MULTIMEDIA/SHELF SVCS- KL	R	1/03/2022	83.90		235160		
I-INV2012166	MISC MULTIMEDIA/SHELF SVCS-KL	R	1/03/2022	29.95		235160		
I-INV2012239	MULTIMEDIA/SHELF SVCS-KL	R	1/03/2022	37.95		235160		
I-INV2012291	MULTIMEDIA/SHELF SVCS-KL	R	1/03/2022	57.15		235160		
I-INV2013103	MULTIMEDIA/SHELF SVCS-KL	R	1/03/2022	41.95		235160		250.90
	*** VENDOR TOTALS ***					1 CHECKS		250.90
000701	BOB BROWN CHEVROLET INC							
I-365001	UNIT #715 BOLT	R	1/03/2022	11.08		235161		11.08
	*** VENDOR TOTALS ***					1 CHECKS		11.08
007515	EFFLUENT INC							
I-I4669	11/1-11/30/21 RENTALS-PKS	R	1/03/2022	77.00		235162		77.00
	*** VENDOR TOTALS ***					1 CHECKS		77.00
009283	BOLTON & MENK, INC							
I-0280109	PRSC ACCESS SURVEY	R	1/03/2022	1,561.00		235163		
I-0280109B	PRSC ACCESS STUDY	R	1/03/2022	1,762.50		235163		3,323.50
	*** VENDOR TOTALS ***					1 CHECKS		3,323.50
005174	BOUND TREE MEDICAL LLC							
C-70310690	CR: GOLDEN HOUR BBP-FD	R	1/03/2022	157.89CR		235164		
I-84301436	MISC EMS SUPPLIES NOV 21	R	1/03/2022	3,503.14		235164		
I-84304856	MISC EMS SUPPLIES NOV 21	R	1/03/2022	2,912.00		235164		
I-84310515	EMS SUPPLIES	R	1/03/2022	1,760.50		235164		
I-84314234	EMS SUPPLIES - FD	R	1/03/2022	930.72		235164		

VENDOR SET: 01 City of Ankeny
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 DATE RANGE:12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-84314235	EMS SUPPLIES - FD	R	1/03/2022	289.00		235164		
I-84316115	EMS SUPPLIES-FD	R	1/03/2022	87.00		235164		
I-84318075	EMS SUPPLIES - FD	R	1/03/2022	87.00		235164		
I-84329194	EMS SUPPLIES - FD	R	1/03/2022	14.18		235164		9,425.65
	*** VENDOR TOTALS ***					1 CHECKS		9,425.65
000127	BRICK GENTRY PC							
I-365134	11/25/2021 224.001	R	1/03/2022	2,610.00		235165		
I-365139	11/25/2021 STATEMENT 224.092	R	1/03/2022	60.00		235165		
I-365279	11/25/2021 STATEMENT 4.004	R	1/03/2022	195.00		235165		2,865.00
	*** VENDOR TOTALS ***					1 CHECKS		2,865.00
004334	JARED BRIGHT							
I-10/21-12/21	FITNES 10/21-12/21 FITNESS REIMBSMNT	E	1/05/2022	36.00		004124		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
006714	WATER PRO SUPPLIES INC							
I-116492	PLOW SUPPLIES - PW	R	1/03/2022	11,895.78		235166		11,895.78
	*** VENDOR TOTALS ***					1 CHECKS		11,895.78
009566	VARSITY BRANDS HOLDING CO., IN							
C-914913689	CR: FITNESS MATS - P&R	R	1/03/2022	350.00CR		235167		
I-914880719	FY 22 SR CENTER SUPPLIES	R	1/03/2022	1,694.40		235167		
I-914880741	FITNESS BALLS - SR CENTER	R	1/03/2022	30.00		235167		1,374.40
	*** VENDOR TOTALS ***					1 CHECKS		1,374.40
004126	CALHOUN-BURNS AND							
I-2017183.00-21 #21	PAY 21-NE54TH BRDG RPL/4MILECR	R	1/03/2022	667.40		235168		
I-2021163.00-3	2021 BRIDGE INSPECTIONS-PW	R	1/03/2022	4,027.50		235168		4,694.90
	*** VENDOR TOTALS ***					1 CHECKS		4,694.90
000453	CARQUEST AUTO PARTS							
I-2330-725046	ROD - PKS	R	1/03/2022	6.16		235169		6.16
	*** VENDOR TOTALS ***					1 CHECKS		6.16
008695	CHRISTINE CARROLL							
I-12/04/2021	12/4/21 DAZZLING IN DISTRICT	R	1/03/2022	70.00		235170		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
004613	CENTRAL IOWA DISTRIBUTING							
I-219456	POOL SUPPLIES	E	1/05/2022	1,171.60		004127		1,171.60
	*** VENDOR TOTALS ***					1 CHECKS		1,171.60

VENDOR SET: 01 City of Ankeny
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004635	CENTRAL IOWA OFFICIALS LLC							
I-12/21/2021	YOUTH BASKETBALL OFFICIALS	R	1/03/2022	2,800.00		235171		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
003072	QWEST CORPORATION							
I-12/04/2021	12/04/2021 STATEMENT - TRFC	R	1/03/2022	100.89		235172		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
004002	CINTAS CORPORATION							
I-4102506930	UNIFORM RENTALS - PKS	R	1/03/2022	102.17		235173		
I-4103933868	RUGS - LAKESIDE CENTER	R	1/03/2022	7.22		235173		
I-4103934164	UNIFORM RENTALS - PKS	R	1/03/2022	218.25		235173		
I-4104574349	UNIFORM RENTALS - KL	R	1/03/2022	84.05		235173		
I-4104720125	RUG/UNIFORM SERVICES - OC MAIN	R	1/03/2022	49.39		235173		461.08
	*** VENDOR TOTALS ***					1 CHECKS		461.08
008575	CONCRETE CONNECTION LLC							
I-PAY3FINL-HTT TRLHD	PAY3FNL-HTT TRLHD/PKNG LT CON	R	1/03/2022	7,092.34		235174		7,092.34
008575	CONCRETE CONNECTION LLC							
I-RTNG-HTT TRLHD	RTNG-HTT TRLHD/PKNG LOT CONST	R	1/03/2022	4,300.73		235175		4,300.73
	*** VENDOR TOTALS ***					2 CHECKS		11,393.07
008209	CONTRACTORS PLUMBING INC							
I-21-7340-PLM	PLUMBING PERMIT	R	1/03/2022	80.00		235176		
I-21-7407-PLM	PLUMBING PERMIT	R	1/03/2022	80.00		235176		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
009380	COSTAR REALTY INFORMATION INC							
I-115264174-1	COSTAR QUARTERLY PAYMENT	R	1/03/2022	1,244.25		235177		1,244.25
	*** VENDOR TOTALS ***					1 CHECKS		1,244.25
003533	5 TRAILS INC							
I-17495	PLAQUE WITH INSERTS - P&R	R	1/03/2022	29.85		235178		29.85
	*** VENDOR TOTALS ***					1 CHECKS		29.85
001654	CUMMINS, INC							
I-J4-95161	COOLANT HEATER RELAY REPAIR-PD	R	1/03/2022	572.48		235179		
I-J4-96430	UNIT #123 MAINTENANCE	R	1/03/2022	4,468.05		235179		5,040.53
	*** VENDOR TOTALS ***					1 CHECKS		5,040.53
003518	INFOUSA MARKETING, INC							
I-10003917534	FY22 DATA AXLE RENEWAL-KL	R	1/03/2022	1,595.00		235180		1,595.00
	*** VENDOR TOTALS ***					1 CHECKS		1,595.00

VENDOR SET: 01 City of Ankeny
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003359	KEVIN DEAVER							
I-12/17/2021	FY 22 OCT-DEC MARTIAL ART	E	1/05/2022	2,173.60		004123		2,173.60
	*** VENDOR TOTALS ***					1 CHECKS		2,173.60
003099	DELL MARKETING L P							
I-10545174185	FY22 THIRD PC ORDER	R	1/03/2022	15,313.57		235181		15,313.57
	*** VENDOR TOTALS ***					1 CHECKS		15,313.57
002731	TREASURER OF THE STATE OF IOWA							
I-335013	S12 RANGE W/CLASSROOM - PD	R	1/03/2022	75.00		235182		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
000625	DES MOINES AREA COMMUNITY COLL							
I-G-53732	EMERGING LEADERS - K MOELLER	R	1/03/2022	1,500.00		235183		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
010172	SUZANNE BENJAMIN							
I-11/21-12/21DANCE	11/21-12/21 BALLROOM DANCE	E	1/05/2022	1,011.20		004156		1,011.20
	*** VENDOR TOTALS ***					1 CHECKS		1,011.20
004568	DOLL DISTRIBUTING LLC							
I-662391	ALCOHOL FOR RESALE-OC	E	1/05/2022	147.43		004126		147.43
	*** VENDOR TOTALS ***					1 CHECKS		147.43
010569	EAGLE HOMES							
I-21-7326-NEW	PERMIT REFUNDS	R	1/03/2022	2,075.20		235184		2,075.20
	*** VENDOR TOTALS ***					1 CHECKS		2,075.20
000759	JAY EASON							
I-12/22/21	11/9-12/21/21 MILEAGE RMBSMNT	E	1/05/2022	12.71		004114		12.71
	*** VENDOR TOTALS ***					1 CHECKS		12.71
006319	EDWARD DON AND COMPANY							
I-27683504	DISINFECT PEROXIDE - SR CNTR	R	1/03/2022	125.36		235185		125.36
	*** VENDOR TOTALS ***					1 CHECKS		125.36
000186	ELECTRONIC ENGINEERING							
I-222004825-1	2 WAY RADIOS-INST/RMVL-PD	E	1/05/2022	1,365.00		004111		
I-232000130-1	ANTENNA SWIVEL - PD	E	1/05/2022	43.50		004111		
I-80058554	12/2021 STATEMENT-ENGINEERING	E	1/05/2022	26.50		004111		
I-80058766	12/2021 STATEMENT-PK MAINT	E	1/05/2022	248.50		004111		
I-80058767/80058552	12/2021 STATEMENT - PW	E	1/05/2022	930.00		004111		
I-80058768/80058553	12/2021 STATEMENT-MU	E	1/05/2022	440.50		004111		3,054.00
	*** VENDOR TOTALS ***					1 CHECKS		3,054.00

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 DATE RANGE: 12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008516	TINA ERICKSON							
I-10/21-12/21	FITNESS 10/21-12/21 FITNESS RMBSMNT	E	1/05/2022	36.00		004151		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
005478	EXCEL MECHANICAL COMPANY INC							
I-149346	SEMI-ANNUAL INSPECTION-OC	E	1/05/2022	1,331.50		004130		
I-149371	SERVICE CHECK REPAIRS-OC	E	1/05/2022	346.36		004130		
I-149396	SERVICE PSB BUILDING - PW	E	1/05/2022	528.00		004130		2,205.86
	*** VENDOR TOTALS ***					1 CHECKS		2,205.86
006858	FERGUSON ENTERPRISES INC #1657							
I-0416203	BELT CLIP BATTERY - MU	R	1/03/2022	575.54		235186		575.54
	*** VENDOR TOTALS ***					1 CHECKS		575.54
009039	FINDAWAY WORLD LLC							
I-372038	MISC MULTIMEDIA - KL	R	1/03/2022	722.14		235187		722.14
	*** VENDOR TOTALS ***					1 CHECKS		722.14
011234	FIRE SERVICE TRAINING BUREAU							
I-220676	INSTR2 CLASS - REIS	R	1/03/2022	50.00		235188		
I-220713	12/03/21 TRAINING BOOKS	R	1/03/2022	150.30		235188		
I-220751	INSTR2 CLASS - LIPPERT	R	1/03/2022	50.00		235188		250.30
	*** VENDOR TOTALS ***					1 CHECKS		250.30
003664	FIRST TEAM INC							
I-82679	ACTUATOR - PKS	R	1/03/2022	828.26		235189		828.26
	*** VENDOR TOTALS ***					1 CHECKS		828.26
006979	BECKY FORD							
I-12/2021 LICENSE	12/2021 PE LICENSE REIMBSMNT	E	1/05/2022	100.00		004150		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
008717	LINDSAY FOX							
I-10/21-12/21	FITNESS 10/21-12/21 FITNESS RMBSMNT	E	1/05/2022	36.00		004152		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
002330	NATHAN FRIEDERICH							
I-10/21-12/21	FITNESS 10/21-12/21 FITNESS REIMBSMNT	E	1/05/2022	54.00		004147		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
003712	GALLS, LLC							
I-019853338	ENG DISC/VERT BUG - FD	R	1/03/2022	153.62		235190		
I-019853340	SERIES NAME BAR - FD	R	1/03/2022	15.23		235190		
I-019972574	BADGES -FD	R	1/03/2022	656.87		235190		825.72
	*** VENDOR TOTALS ***					1 CHECKS		825.72

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009054	GPS INDUSTRIES LLC							
I-LEASE0024732	1/1/22-1/31/22 VISAGE GPS RNTL	R	1/03/2022	2,376.00		235191		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00
006152	ANNETTE GRAEVE							
I-10/21-12/21FITNESS	10/21-12/21 FITNESS REIMBRMNT	E	1/05/2022	19.98		004149		19.98
	*** VENDOR TOTALS ***					1 CHECKS		19.98
009893	GRAPHITE CONSTRUCTION GROUP, I							
I-PAY 15-ANK SR CTR	PAY 15-ANKENY SENIOR CENTER	E	1/05/2022	26,208.77		004144		
I-PAY 16-ANK SR CTR	PAY 16-ANKENY SENIOR CENTER	E	1/05/2022	23,652.17		004144		49,860.94
	*** VENDOR TOTALS ***					1 CHECKS		49,860.94
009580	ALEXIA GRGURICH							
I-12/2021 FITNESS	12/2021 FITNESS REIMBURSEMENT	E	1/05/2022	62.01		004154		62.01
	*** VENDOR TOTALS ***					1 CHECKS		62.01
005159	JOHN GUZMAN III							
I-10/21-12/21FITNESS	10/21-12/21 FITNESS REMBSMNT	R	1/03/2022	36.00		235192		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
005993	HANDLEY LAW FIRM							
I-12/13/2021	NOVEMBER 2021 SERVICES - PD	E	1/05/2022	7,460.00		004133		7,460.00
	*** VENDOR TOTALS ***					1 CHECKS		7,460.00
009712	PEDIATRIC EMERGENCY STANDARDS							
I-INV-4847	EMS HANDTEVY RENEWAL	E	1/05/2022	1,133.00		004143		1,133.00
	*** VENDOR TOTALS ***					1 CHECKS		1,133.00
005669	BRIAN HANSON							
I-12/2021 TUITION	12/2021 TUITION REIMBSMNT	R	1/03/2022	612.00		235193		612.00
	*** VENDOR TOTALS ***					1 CHECKS		612.00
004386	HOUSBY HEAVY EQUIPMENT LLC							
I-P33647	#663 PARTS	E	1/05/2022	1,927.83		004125		
I-W12368	UNIT #241 REPAIRS	E	1/05/2022	528.05		004125		2,455.88
	*** VENDOR TOTALS ***					1 CHECKS		2,455.88
009424	DENISE HOY							
I-12/20/2021MILEAGE	12/2021 MILEAGE	E	1/05/2022	31.92		004153		31.92
	*** VENDOR TOTALS ***					1 CHECKS		31.92
000959	PAUL HUBBARD							
I-11/21-12/21PARKOUR	FY22 NOV-DEC PARKOUR	R	1/03/2022	1,466.40		235194		1,466.40
	*** VENDOR TOTALS ***					1 CHECKS		1,466.40

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008906	IMAGE TREND INC							
I-132310	11/2021 BILLING BRIDGE SVC-FD	E	1/05/2022	1,414.75		004139		1,414.75
	*** VENDOR TOTALS ***					1 CHECKS		1,414.75
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4234242	ALCOHOL FOR RESALE - OC	R	1/03/2022	89.55		235195		89.55
	*** VENDOR TOTALS ***					1 CHECKS		89.55
000752	IOWA DNR/OPERATOR CERTIFICATIO							
I-200600014 2022	2022 ANNUAL FUEL TANK RENEWAL	R	1/03/2022	130.00		235196		130.00
	*** VENDOR TOTALS ***					1 CHECKS		130.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0006038	THERMAL PAPER - PD	R	1/03/2022	274.32		235197		274.32
	*** VENDOR TOTALS ***					1 CHECKS		274.32
002671	IOWA EMS ASSOCIATION							
I-249550	11/21-10/22 AFFILATE MBRSHIP	R	1/03/2022	350.00		235198		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10008042 A	CR: OWI INSTRCTR-VAN DRIMMELEN	R	1/03/2022	50.00CR		235199		
I-319852	DRIVING INSTRCTR - S YOUNG	R	1/03/2022	625.00		235199		
I-319858	DRIVING INSTR CLOTHING-S YOUNG	R	1/03/2022	32.00		235199		607.00
	*** VENDOR TOTALS ***					1 CHECKS		607.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV82440	FY20 411 MED DED NOV	R	1/03/2022	86.00		235200		
I-INV82441	FY21 411 MED DED NOV	R	1/03/2022	759.36		235200		
I-INV82442	FY22 411 MED DED NOV	R	1/03/2022	1,038.12		235200		1,883.48
	*** VENDOR TOTALS ***					1 CHECKS		1,883.48
003226	IOWA ONE CALL							
I-236737	10/31/21 EMAIL SERVICE - TRFC	E	1/05/2022	201.60		004121		201.60
	*** VENDOR TOTALS ***					1 CHECKS		201.60
000292	KARL CHEVROLET INC							
I-CVCB799689	#413 REPAIRS	R	1/03/2022	1,703.30		235201		1,703.30
	*** VENDOR TOTALS ***					1 CHECKS		1,703.30
000065	RENEWABLE ENERGY GROUP INC							
I-87394	12/15/21 UNLEADED/DIESEL DYED	E	1/05/2022	905.90		004109		905.90
	*** VENDOR TOTALS ***					1 CHECKS		905.90

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004783	KELTEK INCORPORATED							
I-4769	V109 CHARGING SYSTEM REPA	E	1/05/2022	1,845.45		004128		1,845.45
	*** VENDOR TOTALS ***					1 CHECKS		1,845.45
010649	MARILYN KEUL							
I-AFD22846	AMBULANCE REFUND	R	1/03/2022	265.95		235202		265.95
	*** VENDOR TOTALS ***					1 CHECKS		265.95
009201	KIESLER POLICE SUPPLY INC							
I-IN178736	AMMUNITION - PD	E	1/05/2022	4,079.60		004140		4,079.60
	*** VENDOR TOTALS ***					1 CHECKS		4,079.60
007837	DIANE KLEMME							
I-12/15/21 MEAL	12/15/21 MEAL REIMBRSMNT	R	1/03/2022	12.77		235203		12.77
	*** VENDOR TOTALS ***					1 CHECKS		12.77
002368	LAWSON PRODUCTS INC							
I-9309070077	TIES/NUTS/MISC - OC MAINT	E	1/05/2022	78.70		004119		
I-9309071684	WEATHERPK TERM WIRES-CG	E	1/05/2022	10.22		004119		
I-9309078442	HEX CAPS - OC MAINT	E	1/05/2022	15.83		004119		104.75
	*** VENDOR TOTALS ***					1 CHECKS		104.75
000402	LINDE GAS & EQUIPMENT							
I-67561920	10/20/21-11/20/21 CYLINDER RNT	R	1/03/2022	139.77		235204		139.77
	*** VENDOR TOTALS ***					1 CHECKS		139.77
000470	LUMEN							
I-254719211	11/12/21-12/11/21 STATEMENT	E	1/05/2022	558.27		004113		558.27
	*** VENDOR TOTALS ***					1 CHECKS		558.27
002207	MANATTS INC							
I-5049188	11/24/21 C-4WR NO ASH	E	1/05/2022	884.00		004118		
I-5049520	11/30/21 C-4WR-C20	E	1/05/2022	786.00		004118		
I-5050103	12/3/21 C-4WR-C20	E	1/05/2022	1,179.00		004118		2,849.00
	*** VENDOR TOTALS ***					1 CHECKS		2,849.00
004747	MENARDS							
C-59740	CR: REBAR -PKS	R	1/03/2022	62.48CR		235205		
I-55797	DUCT TAPE - FD	R	1/03/2022	8.19		235205		
I-59256	CNCTR/COND/STRND/GANG-KL	R	1/03/2022	212.08		235205		
I-59571	4PIN QCFL G24Q - FD	R	1/03/2022	62.73		235205		
I-59660	BLANK PLATE - PW	R	1/03/2022	5.22		235205		
I-59665	LIGHT/DISC SET/ELTAPE/PLR-TRFC	R	1/03/2022	160.36		235205		
I-59738	REBAR FOR CONCRETE-PKS	R	1/03/2022	88.74		235205		
I-60083	DRIVEWAY MKR/HOODIE - RF	R	1/03/2022	37.91		235205		
I-60088	PARK SIGN INSTAL - PKS	R	1/03/2022	92.12		235205		
I-60121	PLIER/WD40/PRY BAR/TEFLON-MU	R	1/03/2022	226.50		235205		
I-60159	LUMBER - PW	R	1/03/2022	173.04		235205		

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I-60168	HDRESIDENTIAL CLOSER-OC	R	1/03/2022	52.99		235205		
I-60172	LED LIGHTS - MU	R	1/03/2022	44.40		235205		
I-60202	WIRE/PAINT - FD	R	1/03/2022	13.45		235205		
I-60239	PAINT/LUMBER - PW	R	1/03/2022	47.62		235205		
I-60363	ANTIBACTERIAL WIPES/KNIFE - MU	R	1/03/2022	17.94		235205		
I-60375	CORDRL/EDGR/TAPE/BRK CLNR-PRSC	R	1/03/2022	147.04		235205		
I-60423	PIPE WRENCH - PW	R	1/03/2022	34.99		235205		
I-60616	COMBO/LOCK WSHR/TWL BAR-FD	R	1/03/2022	14.52		235205		
I-60620	PLIERS -PKS	R	1/03/2022	8.99		235205		
I-60631	RUBBR TRITA-FD	R	1/03/2022	68.99		235205		
I-60806	PEN LIGHT - CG	R	1/03/2022	49.85		235205		
I-60895	ANCHORS - PD	R	1/03/2022	7.78		235205		1,512.97
			*** VENDOR TOTALS ***			1 CHECKS		1,512.97
007664	MERCY NORTH PHARMACY							
I-12/21/2021	EMS SUPPLIES - FD	R	1/03/2022	409.34		235206		409.34
			*** VENDOR TOTALS ***			1 CHECKS		409.34
009296	MERRITT COMPANY INC							
I-61045	MAINTENANCE SUPPLIES-SR CTR	R	1/03/2022	1,011.49		235207		1,011.49
			*** VENDOR TOTALS ***			1 CHECKS		1,011.49
000271	MIDAMERICAN ENERGY COMPANY							
I-FY22 #7 1695158009	12/14/2021 STATEMENT	E	1/05/2022	100,920.45		004112		100,920.45
			*** VENDOR TOTALS ***			1 CHECKS		100,920.45
008058	CTB MIDWEST INC							
I-1782838 RI	UNIT #874 BEARINGS/SEAL - OC	E	1/05/2022	31.58		004137		
I-1782962 RI	UNIT 874 PARTS	E	1/05/2022	65.24		004137		96.82
			*** VENDOR TOTALS ***			1 CHECKS		96.82
1	ALBRECHT, BRAEDEN							
I-000202112308255	US REFUND	R	1/03/2022	10.00		235081		10.00
1	ASPEN CONTRACTING							
I-000202112308270	US REFUND	R	1/03/2022	96.24		235082		96.24
1	AYERS, DORA							
I-000202112308259	US REFUND	R	1/03/2022	86.23		235083		86.23
1	BAKER, GREGORY							
I-000202112308215	US REFUND	R	1/03/2022	58.14		235084		58.14

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	BARRETT, WAYNE							
I-000202112308241	US REFUND	R	1/03/2022	41.30		235085		41.30
1	BISDORF, CARTER							
I-000202112308216	US REFUND	R	1/03/2022	17.66		235086		17.66
1	BLOCKER, TYLER							
I-000202112308231	US REFUND	R	1/03/2022	594.24		235087		594.24
1	BOWERS, SAWYER							
I-000202112308237	US REFUND	R	1/03/2022	93.46		235088		93.46
1	BOYLE, AMANDA							
I-000202112308222	US REFUND	R	1/03/2022	65.14		235089		65.14
1	BTI SPECIAL COMMODIT							
I-000202112308275	US REFUND	R	1/03/2022	100.00		235090		100.00
1	COSGRIFF DEV L.L.C.							
I-000202112308220	US REFUND	R	1/03/2022	106.26		235091		106.26
1	DANIELSON, AMARA							
I-000202112308249	US REFUND	R	1/03/2022	96.76		235092		96.76
1	EARLEY, KENDAL							
I-000202112308247	US REFUND	R	1/03/2022	95.00		235093		95.00
1	ELIN							
I-000202112308264	US REFUND	R	1/03/2022	38.62		235094		38.62
1	ELSHARBINI, AHMED							
I-000202112308271	US REFUND	R	1/03/2022	37.41		235095		37.41
1	EXCHANGE RIGHT							
I-000202112308265	US REFUND	R	1/03/2022	100.00		235096		100.00
1	FINN, JACK & CARNEY							
I-000202112308269	US REFUND	R	1/03/2022	101.15		235097		101.15
1	FLEMING, COURTNEY							
I-000202112308239	US REFUND	R	1/03/2022	61.21		235098		61.21
1	GENNAWEY, CALEB							
I-000202112308224	US REFUND	R	1/03/2022	64.03		235099		64.03

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			DATE			NO	STATUS	AMOUNT
1	GILBERT, BROCK							
I-000202112308261	US REFUND	R	1/03/2022	97.49		235100		97.49
1	GUMZ, JACALYNN							
I-000202112308276	US REFUND	R	1/03/2022	60.09		235101		60.09
1	HANNAN, TERRI							
I-000202112308268	US REFUND	R	1/03/2022	38.78		235102		38.78
1	HEIN, JOY							
I-000202112308213	US REFUND	R	1/03/2022	55.27		235103		55.27
1	HELMS, TANNER							
I-000202112308221	US REFUND	R	1/03/2022	42.27		235104		42.27
1	HUFFMAN, MEGAN							
I-000202112308267	US REFUND	R	1/03/2022	10.77		235105		10.77
1	HUGHES, ANGELA							
I-000202112308272	US REFUND	R	1/03/2022	37.55		235106		37.55
1	JETER, GAVIN							
I-000202112308252	US REFUND	R	1/03/2022	87.48		235107		87.48
1	JOHNSON, AMANDA							
I-000202112308218	US REFUND	R	1/03/2022	65.23		235108		65.23
1	JOHNSON, JOSIAH							
I-000202112308232	US REFUND	R	1/03/2022	45.06		235109		45.06
1	JORGENSEN, EMILY							
I-000202112308229	US REFUND	R	1/03/2022	35.18		235110		35.18
1	KASPER, KELLY							
I-000202112308223	US REFUND	R	1/03/2022	64.46		235111		64.46
1	KIEFER, CODY							
I-000202112308214	US REFUND	R	1/03/2022	100.00		235112		100.00
1	KLABUNDE, JENELLE							
I-000202112308263	US REFUND	R	1/03/2022	58.83		235113		58.83
1	KOELE, ZACHARY							
I-000202112308217	US REFUND	R	1/03/2022	62.44		235114		62.44

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	KORVER, JILL							
I-000202112308219	US REFUND	R	1/03/2022	56.31		235115		56.31
1	KRIS HOT YOGA							
I-000202112308260	US REFUND	R	1/03/2022	51.43		235116		51.43
1	LILLWITZ, EJ & TIMOT							
I-000202112308236	US REFUND	R	1/03/2022	59.93		235117		59.93
1	LINDNER, DAVID							
I-000202112308245	US REFUND	R	1/03/2022	88.73		235118		88.73
1	MARTEN, STEVE & KELL							
I-000202112308234	US REFUND	R	1/03/2022	51.44		235119		51.44
1	MATZEK, JAMIE & CARL							
I-000202112308238	US REFUND	R	1/03/2022	61.16		235120		61.16
1	METCALF-MURRAY , JAR							
I-000202112308246	US REFUND	R	1/03/2022	64.37		235121		64.37
1	MONROE, TORI							
I-000202112308244	US REFUND	R	1/03/2022	99.98		235122		99.98
1	MPE EQUIPMENT SERVIC							
I-000202112308274	US REFUND	R	1/03/2022	87.08		235123		87.08
1	MUELLER, LAURIE							
I-000202112308257	US REFUND	R	1/03/2022	60.98		235124		60.98
1	NABITY, JOSH							
I-000202112308228	US REFUND	R	1/03/2022	65.23		235125		65.23
1	NELSON, MARTHA							
I-000202112308243	US REFUND	R	1/03/2022	57.58		235126		57.58
1	OLIN, NATHAN							
I-000202112308248	US REFUND	R	1/03/2022	53.82		235127		53.82
1	OLSON, MOLLY							
I-000202112308233	US REFUND	R	1/03/2022	1,399.97		235128		1,399.97
1	ONEIL, LAUREN							
I-000202112308211	US REFUND	R	1/03/2022	51.87		235129		51.87

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1	PASHA, HASAN							
I-000202112308230	US REFUND	R	1/03/2022	100.00		235130		100.00
1	PASSAMONTI, CAROL							
I-000202112308277	US REFUND	R	1/03/2022	98.75		235131		98.75
1	RAMSEY, AMANDA							
I-000202112308226	US REFUND	R	1/03/2022	48.95		235132		48.95
1	RATHJE, ELAINA							
I-000202112308250	US REFUND	R	1/03/2022	19.63		235133		19.63
1	ROBINSON, NICHOLAS							
I-000202112308258	US REFUND	R	1/03/2022	50.07		235134		50.07
1	SANDVOLD, MATT							
I-000202112308240	US REFUND	R	1/03/2022	49.39		235135		49.39
1	SCHMIDT, JONATHAN							
I-000202112308212	US REFUND	R	1/03/2022	98.78		235136		98.78
1	SCHOSSOW, JESTIN							
I-000202112308254	US REFUND	R	1/03/2022	100.00		235137		100.00
1	SCHWANEBECK, KERIGAN							
I-000202112308227	US REFUND	R	1/03/2022	38.93		235138		38.93
1	SEAMAN, CHRISSIE							
I-000202112308251	US REFUND	R	1/03/2022	3.73		235139		3.73
1	STECKER, JACOB							
I-000202112308266	US REFUND	R	1/03/2022	44.61		235140		44.61
1	STEWART, CHRIS							
I-000202112308256	US REFUND	R	1/03/2022	89.76		235141		89.76
1	SULLIVAN, MYARIAH							
I-000202112308253	US REFUND	R	1/03/2022	32.67		235142		32.67
1	TAYLOR, JUNIOR							
I-000202112308273	US REFUND	R	1/03/2022	96.24		235143		96.24
1	TROYER, BETH							
I-000202112308278	US REFUND	R	1/03/2022	100.00		235144		100.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE:12/23/2021 THRU 1/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	WALLER, GRANT							
I-000202112308210	US REFUND	R	1/03/2022	57.06		235145		57.06
1	WATLEY, LAQUANA							
I-000202112308262	US REFUND	R	1/03/2022	35.06		235146		35.06
1	WITZ, KELSI							
I-000202112308242	US REFUND	R	1/03/2022	38.79		235147		38.79
1	WORKMAN, ERIK & JANA							
I-000202112308225	US REFUND	R	1/03/2022	61.34		235148		61.34
1	ZIMMERMAN, WESLEY							
I-000202112308235	US REFUND	R	1/03/2022	50.57		235149		50.57
	*** VENDOR TOTALS ***					69 CHECKS		6,247.96
003512	GREETINGS INC							
I-79634	ELEMENT/SPARK PLUG-SALTER PKS	R	1/03/2022	62.49		235208		62.49
	*** VENDOR TOTALS ***					1 CHECKS		62.49
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085043.0-10 #10	PAY 10-HTT TRLHD/PKNG LOT	E	1/05/2022	760.00		004135		760.00
	*** VENDOR TOTALS ***					1 CHECKS		760.00
006750	MUNICIPAL PIPE TOOL							
I-32593	HOSE/FLY NUT/ORING/WTR FLTR-MU	R	1/03/2022	118.73		235209		118.73
	*** VENDOR TOTALS ***					1 CHECKS		118.73
000350	MUNICIPAL SUPPLY INC							
I-0819337-IN	METERS - MU	R	1/03/2022	42,518.00		235210		
I-0820656-IN	MARKING FLAGS - MU	R	1/03/2022	3,000.00		235210		45,518.00
	*** VENDOR TOTALS ***					1 CHECKS		45,518.00
003057	NAPA AUTO PARTS							
C-2986-00-676798	CR: UNIT #74 STCVR PAIR	R	1/03/2022	35.99CR		235211		
I-2986-00-676337	WATER TRUCK TANK - STREETS	R	1/03/2022	84.98		235211		
I-2986-00-676482	FUEL FUNNEL - CG	R	1/03/2022	6.85		235211		
I-2986-00-676603	OIL FILTER/AIR FILTER - CG	R	1/03/2022	16.65		235211		
I-2986-00-676633	FUEL FILTER/OIL FILTER - CG	R	1/03/2022	64.27		235211		
I-2986-00-676665	OIL FILTER - CG	R	1/03/2022	6.66		235211		
I-2986-00-676666	FUEL FILTER - CG	R	1/03/2022	30.96		235211		
I-2986-00-676668	SERV KIT - CG	R	1/03/2022	151.38		235211		
I-2986-00-676731	UNIT #74 STCVR PAIR	R	1/03/2022	35.99		235211		
I-2986-00-676732	UNIT #74 SEAT COVER	R	1/03/2022	24.99		235211		
I-2986-00-676821	UNIT #715 NBK KIT/ROTOR/PAD	R	1/03/2022	140.99		235211		
I-2986-00-676825	UNIT #715 ROTOR/PADS	R	1/03/2022	184.99		235211		
I-2986-00-676849	UNIT #715 ROTOR	R	1/03/2022	0.65		235211		
I-2986-00-677044	UNIT#715 CLOCK SPRING	R	1/03/2022	181.29		235211		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-2986-00-677053	UNIT #92 FLT DISC BRAKE PAD	R	1/03/2022	66.51		235211		
I-2986-00-677054	UNIT #92 UP BRAKE ROTORS	R	1/03/2022	148.00		235211		
I-2986-00-677066	BK BAT/FILL -CG	R	1/03/2022	11.38		235211		1,120.55
	*** VENDOR TOTALS ***					1 CHECKS		1,120.55
009285	NETBRINGER, INC							
I-26023	WEB HOSTING - KL	R	1/03/2022	600.00		235212		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
003727	OFFICE DEPOT INC							
C-211963147001	INK CARTRIDGE - MU	R	1/03/2022	56.01CR		235213		
I-212281061001	PAPER/DIS WIPES/GLVS/SURGE-KL	R	1/03/2022	311.03		235213		
I-212889125001	STANDING DESKS - PD	R	1/03/2022	779.98		235213		
I-213003179001	CALENDARS/PLANNER - CH	R	1/03/2022	87.91		235213		
I-214883472001	MISC SUPPLIES - FINANCE	R	1/03/2022	18.76		235213		
I-214894801001	MISC SUPPLIES - FINANCE	R	1/03/2022	30.92		235213		
I-216074858001	HGHLGHTR/CALENDAR/NAPKIN-CH	R	1/03/2022	49.07		235213		1,221.66
	*** VENDOR TOTALS ***					1 CHECKS		1,221.66
010076	OLSSON, INC							
I-021-01028 #7	PAY 7-FIBER NETWORK DATA CONV	R	1/03/2022	6,417.70		235214		6,417.70
	*** VENDOR TOTALS ***					1 CHECKS		6,417.70
007878	OVERDRIVE INC							
I-06497C021495579	MULTIMEDIA - KL	R	1/03/2022	80.42		235215		
I-06497DA21495353	MULTIMEDIA - KL	R	1/03/2022	19.99		235215		
I-06497DA21500483	MULTIMEDIA - KL	R	1/03/2022	65.00		235215		165.41
	*** VENDOR TOTALS ***					1 CHECKS		165.41
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-18896405	BEVERAGES FOR RESALE-OC	E	1/05/2022	441.16		004120		441.16
	*** VENDOR TOTALS ***					1 CHECKS		441.16
002158	PERFICUT LAWN & LANDSCAPE							
I-199975	LIBRARY HOLIDAY LIGHTING	R	1/03/2022	9,010.62		235216		9,010.62
	*** VENDOR TOTALS ***					1 CHECKS		9,010.62
009158	PERFORMANCE FOODSERVICE - THOM							
C-6787949	CR: FOOD FOR RESALE-OC	R	1/03/2022	32.89CR		235217		
C-6791727	CR: FOOD FOR RESALE -OC	R	1/03/2022	26.88CR		235217		
I-6836344	FOOD FOR RESALE - OC	R	1/03/2022	310.04		235217		250.27
	*** VENDOR TOTALS ***					1 CHECKS		250.27

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008564	PHIL S REES							
I-11/22/2021	TREE REMOVAL - PW	R	1/03/2022	1,250.00		235218		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
003141	PIGOTT INC							
I-127845	FURNITURE MOVE-PKS	R	1/03/2022	4,718.64		235219		4,718.64
	*** VENDOR TOTALS ***					1 CHECKS		4,718.64
009188	MICHAEL DAVID PINGEL							
I-3901	CONCRETE WORK - MU	R	1/03/2022	300.00		235220		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
000384	PITNEY BOWES INC							
I-1019631407	10/01/21-12/31/21 RENTAL-CH	R	1/03/2022	117.00		235221		
I-1019702837	INK REFILL - CH	R	1/03/2022	113.04		235221		230.04
	*** VENDOR TOTALS ***					1 CHECKS		230.04
001231	POLK COUNTY AUDITOR							
I-12/12/21	ELECTION EXPENSES 2021	R	1/03/2022	9,483.85		235222		9,483.85
	*** VENDOR TOTALS ***					1 CHECKS		9,483.85
000786	POLK COUNTY EMERGENCY							
I-01/2022 FY22	FY22 28E AGREEMENT-EMA	R	1/03/2022	33,943.50		235223		33,943.50
	*** VENDOR TOTALS ***					1 CHECKS		33,943.50
009386	POMP'S TIRE SERVICE, INC							
I-1400069286	UNIT 88/89 EAGLE RS A POLICE	E	1/05/2022	774.06		004142		
I-1400069733	GY EAGLE RS POLICE	E	1/05/2022	540.08		004142		
I-1400069736	STOCK TIRES - PD	E	1/05/2022	540.08		004142		1,854.22
	*** VENDOR TOTALS ***					1 CHECKS		1,854.22
005896	PRECISION UNDERGROUND UTILITIE							
I-5221-1	PHONE CONNECTION - SC	R	1/03/2022	3,708.52		235224		3,708.52
	*** VENDOR TOTALS ***					1 CHECKS		3,708.52
001116	FRANK PROWANT							
I-10/21-12/21	FITNESS 10/21-12/21 FITNESS RMBSMNT	R	1/03/2022	36.00		235225		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
001789	QUALITY TRAFFIC CONTROL INC							
I-27539	TEMPORARY SIGNALS - PW	R	1/03/2022	1,237.50		235226		1,237.50
	*** VENDOR TOTALS ***					1 CHECKS		1,237.50

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006390	QUILL CORPORATION							
I-21392283	SUPPLIES -SENIOR CENTER	R	1/03/2022	363.23		235227		363.23
	*** VENDOR TOTALS ***					1 CHECKS		363.23
005557	RACOM CORPORATION							
I-RI-211053	EDACS/BEON ACCESS- FD	E	1/05/2022	2,026.10		004131		
I-RI-211059	EDACS ACCESS - PD	E	1/05/2022	2,612.73		004131		4,638.83
	*** VENDOR TOTALS ***					1 CHECKS		4,638.83
003999	RINGCENTRAL INC							
I-CD_000326557	11/26/21-12/25/21 STATEMENT	R	1/03/2022	5,325.31		235228		
I-CD_000339301	12/26/21-1/25/22 STATEMENT	R	1/03/2022	5,966.67		235228		11,291.98
	*** VENDOR TOTALS ***					1 CHECKS		11,291.98
005570	SANDRY FIRE SUPPLY LLC							
I-INV-019280	LANYARDS/BUMPER-FD	E	1/05/2022	258.45		004132		258.45
	*** VENDOR TOTALS ***					1 CHECKS		258.45
004954	CARMEN L SANTEE							
I-10/21-12/21FITNESS	10/21-12/21 FITNESS RMBSMNT	E	1/05/2022	36.00		004148		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
008375	SARGENT METAL FABRICATING							
I-52574	UNIT #663 IMPLEMENT FENDER	R	1/03/2022	635.00		235229		635.00
	*** VENDOR TOTALS ***					1 CHECKS		635.00
001308	CRAIG SEARS							
I-01/21-12/21FITNESS	01/21-12/21 FITNESS REMBSMNT	R	1/03/2022	144.00		235230		144.00
	*** VENDOR TOTALS ***					1 CHECKS		144.00
008471	SHIVE-HATTERY INC							
I-4185992-21 #19	PAY 19-ANKENY SENIOR CENTER	E	1/05/2022	3,003.33		004138		3,003.33
	*** VENDOR TOTALS ***					1 CHECKS		3,003.33
000990	SNYDER & ASSOCIATES INC							
I-119.0975.01 #14	PAY 14-NW NTHLWN UTILITY IMP	E	1/05/2022	1,736.00		004115		
I-120.0274.01 #17	PAY 17-HTT EXT MAG TO ORALBR	E	1/05/2022	26,047.76		004115		
I-120.0315.01 #13	PAY 13-N ANK BLVD LNDSCPE IMP	E	1/05/2022	4,001.00		004115		
I-120.0399.01 #20	PAY 20-DEL/SE 8TH ST WDNG/SGNL	E	1/05/2022	2,266.00		004115		
I-120.1005.01 #13	PAY 13-NW36TH ST WDNG/ASH/ANK	E	1/05/2022	35,693.78		004115		
I-120.1113.01 #10	PAY 10-HTT TRNS MN/DRNG IMP	E	1/05/2022	15,796.50		004115		
I-121.0352.01 #9	PAY 9-NW36TH ST/STATE INT IMP	E	1/05/2022	6,841.35		004115		
I-121.0695.01 #5	PAY 5-DEL AVE RECON/5TH-18TH	E	1/05/2022	30,772.95		004115		
I-121.1116.01-1	INFRASTRUCTURE PLANNING	E	1/05/2022	2,697.00		004115		125,852.34
	*** VENDOR TOTALS ***					1 CHECKS		125,852.34

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010570	SPRINGWOOD TOWNHOME ASSOCIATIO							
I-10212021	REFUND 10/21/21 DAMAGE DEPOSIT REFUND	R	1/03/2022	100.00		235231		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
003408	STANTEC CONSULTING SERVICES IN							
I-1856923	ANNUAL EPA MONITORING	R	1/03/2022	3,801.65		235232		3,801.65
	*** VENDOR TOTALS ***					1 CHECKS		3,801.65
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 9-18TH/WG/SPR	PAY 9-NW18TH EXT-WEIGEL/SPRCE	R	1/03/2022	487,258.09		235233		487,258.09
	*** VENDOR TOTALS ***					1 CHECKS		487,258.09
009965	STROKE DETECTION PLUS INC							
I-ANKENY 12/2021	12/19-12/25 COVID TESTS	R	1/03/2022	1,280.00		235234		
I-ANKENY IA 12/21/21	12/12-12/18/21 COVID TESTING	R	1/03/2022	1,600.00		235234		2,880.00
	*** VENDOR TOTALS ***					1 CHECKS		2,880.00
007400	STRYKER SALES CORPORATION							
I-3359093M	HARD SHELL CASE - FD	R	1/03/2022	402.05		235235		402.05
	*** VENDOR TOTALS ***					1 CHECKS		402.05
000124	SYSCO IOWA INC							
I-239556654	FOOD FOR RESALE - OC	R	1/03/2022	466.62		235236		466.62
	*** VENDOR TOTALS ***					1 CHECKS		466.62
010280	THE BILLIARD FACTORY, LTD							
I-2119245	SHUFFLEBOARDS-SR CTR	R	1/03/2022	20,621.88		235237		20,621.88
	*** VENDOR TOTALS ***					1 CHECKS		20,621.88
009282	THE PRINTER, INC							
I-176442	FAL ANKENY FOTL MAILER/STMP-KL	R	1/03/2022	777.65		235238		777.65
	*** VENDOR TOTALS ***					1 CHECKS		777.65
006031	KATIE THIELMAN							
I-11/1/2021	11/23-12/17/21 MILEAGE RMBSMNT	E	1/05/2022	73.92		004134		73.92
	*** VENDOR TOTALS ***					1 CHECKS		73.92
006441	TITAN MACHINERY INC							
I-16413311	UNIT #934 BOLT WASHER	R	1/03/2022	11.00		235239		11.00
	*** VENDOR TOTALS ***					1 CHECKS		11.00
004159	TOYNE INC							
I-IN0013798	TERMINAL/HANDLE REG - FD	R	1/03/2022	62.56		235240		
I-IN0013803	PUMP PLUS 1200 CHARGER	R	1/03/2022	1,083.16		235240		1,145.72
	*** VENDOR TOTALS ***					1 CHECKS		1,145.72

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004343	TRACTOR SUPPLY COMPANY							
I-564708	HIVIS PVC BIB - CG	R	1/03/2022	13.99		235241		13.99
	*** VENDOR TOTALS ***					1 CHECKS		13.99
003278	DAVIS EQUIPMENT CORPORATION							
I-JI64689	SCREW - PRSC	E	1/05/2022	4.18		004122		4.18
	*** VENDOR TOTALS ***					1 CHECKS		4.18
006209	ULINE INC							
I-142412803	FOAM POUCHES -FD	R	1/03/2022	60.71		235242		60.71
	*** VENDOR TOTALS ***					1 CHECKS		60.71
008450	PREMIUM SERVICES							
I-BUI1495465 FY22	12MOST PREM TERM LIFE-D.JONES	R	1/03/2022	375.00		235243		375.00
	*** VENDOR TOTALS ***					1 CHECKS		375.00
006789	HD SUPPLY FACILITIES MAINTENAN							
I-804337	COLORLESS 500ML - MU	E	1/05/2022	28.20		004136		
I-804470	CHEMICALS - MU	E	1/05/2022	266.10		004136		
I-804473	COLORIMETER - MU	E	1/05/2022	96.28		004136		390.58
	*** VENDOR TOTALS ***					1 CHECKS		390.58
000511	USGA CLUB MEMBERSHIP							
I-FY22 43742196	2022 ANNUAL CLUB MBRSH-OC	R	1/03/2022	150.00		235244		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
005012	VAN-WALL EQUIPMENT INC							
I-5412666	UNIT #874 STATIONARY -OC	E	1/05/2022	140.91		004129		140.91
	*** VENDOR TOTALS ***					1 CHECKS		140.91
009013	CELLCO PARTNERSHIP							
I-9894969427	11/13-12/12/21 STATEMENT	R	1/03/2022	280.07		235245		280.07
	*** VENDOR TOTALS ***					1 CHECKS		280.07
010594	VILLAS OF MEADOW RIDGE HOA							
I-12072021REFUND	12/07/21 DAMAGE DEPOSIT REFUND	R	1/03/2022	100.00		235246		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
010110	COLBY VLIEGER							
I-10/21-12/21FITNESS	10/21-12/21 FITNESS REIMBRSMNT	E	1/05/2022	36.00		004155		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
000482	WALMART COMMUNITY							
I-02050	PAPER TOWELS/MICROWAVE - MU	R	1/03/2022	117.92		235247		
I-05128	WASTE BASKET - PD	R	1/03/2022	5.94		235247		
I-09420 12/03/21	BATTERIES - P&R	R	1/03/2022	111.14		235247		
I-09462 12/02/21	STERLT/CORD/SNACKS- P&R	R	1/03/2022	107.58		235247		342.58
	*** VENDOR TOTALS ***					1 CHECKS		342.58

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002569	WASTE CONNECTIONS INC							
I-3245883	12/01/21-12/31/21 WASTE SVCS	R	1/03/2022	177.60		235248		
I-3245885	12/01/21-12/31/21 WASTE SVC	R	1/03/2022	77.22		235248		
I-3245891	12/1-12/31/21 WASTE SVCS-PKS	R	1/03/2022	225.16		235248		479.98
*** VENDOR TOTALS ***						1 CHECKS		479.98

002772	MLB OF IOWA INC							
I-190195	DOOR REPAIRS - FD	R	1/03/2022	201.50		235249		201.50
*** VENDOR TOTALS ***						1 CHECKS		201.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	169	754,995.20	0.00	754,995.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	49	349,967.47	0.00	349,967.47
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:	218	1,104,962.67	0.00	1,104,962.67
BANK: APGWB TOTALS:	218	1,104,962.67	0.00	1,104,962.67
REPORT TOTALS:	218	1,104,962.67	0.00	1,104,962.67

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: 12/23/2021 THRU 1/05/2022

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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 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 12/21/2021 THRU 12/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009428	UMB BANK NA							
I-908259	2014D WATER REV REF BONDS-FEES	D	12/21/2021			001841		
530 3530.4214	FINANCIAL SERVICES		2014D WATER REV REF	250.00				
I-908261	2014E WATER REV REF BONDS-FEES	D	12/21/2021			001841		
530 3530.4214	FINANCIAL SERVICES		2014E WATER REV REF	250.00				
I-908263	2014A GO REF BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2014A GO REF BONDS-F	250.00				
I-908264	2014B GO BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2014B GO BONDS-FEES	250.00				
I-908285	2014G GO REF CLN-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2014G GO REF CLN-FEE	250.00				
I-908308	2015A GO BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2015A GO BONDS-FEES	250.00				
I-908310	2015B GO ANN APP UR BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2015B GO ANN APP UR	250.00				
I-908372	2016A GO REF BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2016A GO REF BONDS-F	250.00				
I-908377	2016B GO BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2016B GO BONDS-FEES	250.00				
I-908442	2017A GO BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2017A GO BONDS-FEES	250.00				
I-908444	2017B WATER REV BONDS-FEES	D	12/21/2021			001841		
530 3530.4214	FINANCIAL SERVICES		2017B WATER REV BOND	250.00				
I-908483	2018B WATER REV BONDS-FEES	D	12/21/2021			001841		
530 3530.4214	FINANCIAL SERVICES		2018B WATER REV BOND	300.00				
I-908484	2018A GO BONDS-FEES	D	12/21/2021			001841		
300 1300.4214	FINANCIAL SERVICES		2018A GO BONDS-FEES	300.00				3,350.00

* * 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:	1	3,350.00	0.00	3,350.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

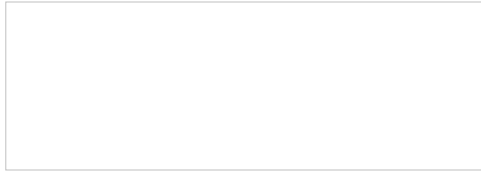
VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE:12/21/2021 THRU 12/21/2021

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT

300 1300.4214	FINANCIAL SERVICES	2,300.00
	*** FUND TOTAL ***	2,300.00
530 3530.4214	FINANCIAL SERVICES	1,050.00
	*** FUND TOTAL ***	1,050.00

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: APGWB TOTALS:	1	3,350.00	0.00	3,350.00
BANK: APGWB	TOTALS:	1	3,350.00	0.00	3,350.00
REPORT TOTALS:		1	3,350.00	0.00	3,350.00



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

CITY OF ANKENY, IOWA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the year ended June 30, 2021



city of
Ankeny

City of Ankeny, Iowa

Annual Comprehensive Financial Report
For the Year Ended June 30, 2021

Prepared By:
Finance Department

Introductory Section

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City of Ankeny, Iowa Annual Comprehensive Financial Report For the Year Ended June 30, 2021

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December 15, 2021

To the Honorable Mayor, Members of the City Council and Citizens of the City of Ankeny, Iowa:

It is our privilege to present the Annual Comprehensive Financial Report (ACFR) of the City of Ankeny, Iowa, for the fiscal year ended June 30, 2021, consistent with the requirements of Chapter 11 of the Code of Iowa that requires the City of Ankeny to publish within nine months of the close of each fiscal year, a complete set of audited financial statements. This report is published to fulfill that requirement for the fiscal year ended June 30, 2021.

Management assumes full responsibility for the completeness and reliability of all of the information presented in this report, based upon a comprehensive framework of internal controls that it has established for this purpose. The cost of internal controls should not exceed anticipated benefits; therefore, the objective is to provide reasonable, rather than absolute assurance, that the financial statements are free of any material misstatement.

Eide Bailly, LLP, a firm of licensed certified public accountants, has issued an unmodified (“clean”) opinion on the City of Ankeny’s financial statements for the fiscal year ended June 30, 2021. The independent auditors’ report is located at the front of the financial section of this report.

Management’s discussion and analysis (MD&A) immediately follows the independent auditors’ report and provides a narrative introduction, overview, and analysis of the basic financial statements. This letter of transmittal is intended to complement the MD&A and should be read in conjunction with it.

Profile of the City of Ankeny

The City of Ankeny, incorporated in 1903 is the state’s seventh largest city, located just north of Des Moines, Iowa’s state capital. According to data from the 2020 United States Census, Ankeny’s population is 67,887, a growth of 49 percent since the 2010 census was conducted a decade earlier.

Ankeny has a strong educational presence in the state including the Ankeny Community School District, with a student enrollment over 12,000 and a graduation rate of 95.6 percent. For the 2021-2022 school year, the Ankeny Community School District encompassed 17 school buildings and is the seventh largest district in the state by student enrollment. The district student enrollment has averaged growth of 403 students per year over the past ten years. Private education is provided by Ankeny Christian Academy and St. Luke the Evangelist Catholic School.

Higher education is provided by Des Moines Area Community College, Iowa’s largest community college, serving a student population of over 15,000 on the Ankeny Campus. Faith Baptist Bible College is also a higher education institution within the City.

The policy making and legislative authority is vested in the City Council. The City Council consists of a mayor and five council members, all elected at large. For continuity purposes the mayor and council members serve four-year staggered terms with elections held every two years. The City Council establishes the City’s strategic direction, sets policies, adopts ordinances and resolutions, appoints board and commission members and adopts the annual operating budget and capital improvement program.

The City Manager serves as the chief administrative officer and is responsible for implementing the policy decisions of the City Council, overseeing day-to-day operations of the City and hiring of department directors. City departments include: City Clerk, Communications, Community Development, Economic Development, Finance, Fire, Human Resources, Information Technology, Library, Municipal Utilities, Parks & Recreation, Police, and Public Works. By state statute, a separate Board of Trustees administers the operations of the Ankeny Kirkendall Public Library; however, the library receives its budget appropriation from the City Council and follows the policies and procedures implemented by the City.

The City is empowered to levy a property tax on real property located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Council.

The financial reporting entity (the City) includes all the funds of the primary government (i.e. the City of Ankeny as legally defined). The City is not a component unit of another government, but does report the financial activities of two component units: Ankeny Sports Complex Foundation and Friends of the Ankeny Library. Component units are legally separate entities for which the primary government is financially accountable.

The annual budget serves as the foundation for the City's financial planning and control. The department directors submit budgets to the City Manager for their respective departments requesting appropriations to fund program, service and capital needs consistent with City Council goals and objectives. Following several months of review and revision, the City Manager submits a recommended budget to the City Council. The budget contains estimates of revenues and expenditures for the coming year, as well as re-estimates of revenues and expenditures for the current year. The six-month preparation process includes a series of public meetings including multiple City Council work sessions and a public information meeting, culminating in March when the City Council, following a public hearing, adopts the annual budget and certifies it to the State of Iowa by March 31.

The state mandates legal spending control (that is, the level at which expenditures cannot legally exceed the appropriated amount) at the function level. These functions consist of public safety, public works, health and social services, culture and recreation, community and economic development, general government, capital projects, debt service, and business-type activities/enterprise. Budget to actual comparisons are provided in this report and are presented as part of the required supplementary information.

Local Economy

Ankeny's population has grown 49 percent in the last decade. The benefits of this rapid growth include:

- Continues to provide a pool of qualified workers for businesses in Ankeny;
- Attracts new retailers and restaurants, which contributes to Ankeny's business amenities;
- Adds new revenues (based on population) for maintaining the street system.

The Des Moines Metropolitan Service Area's unemployment rate (of which Ankeny is included) stood at 4.4 percent in 2020, which is considerably higher than the 2.1 percent from the prior year. Several businesses are constructing additional office, manufacturing, and warehouse space and hiring new employees, adding to Ankeny's commercial tax base and job growth efforts.

Ankeny continues to attract targeted industries, including advanced manufacturing, biosciences, logistics and IT/business services. Major employers include: John Deere Des Moines Works, Ankeny Community Schools, Casey's General Stores, Perishable Distributors of Iowa, City of Ankeny, Des Moines Area Community College (DMACC), and Baker Group. Furthermore, the Ankeny Regional Airport, a partnership between Polk County and Ankeny, provides

executive and corporate travel, freight operations and general aviation services. Additional economic data is included in the statistical section of this report.

Long Term Financial Planning

The preparation of the City's annual operating budget and the five-year capital improvement program are governed by the City Council's budget policy statement, as well as the Vision, Mission, Values and Goals. As a result of these policies, the annual operating budget has been prepared on a two year basis.

The long-term improvement of the City's infrastructure is outlined in the five-year capital improvement program (CIP). The approved 2021-2025 Capital Improvement Program anticipates the expenditure of \$147,626,167. This reflects a \$1,839,703 decrease in project expenditures over last year's program. Increases in the sewer, storm water and streets categories are being offset by decreases in the municipal buildings and water categories. The sewer and storm water categories have grown as a result of adding the Four Mile Creek Trunk Sewer and SE 3rd Street Area Collection Storm Sewer Improvements to the program. The largest projects in the streets category include the NE Delaware Avenue Reconstruction from NE 5th Street to NE 18th Street and the West 1st Street Widening and Improvements – Phase 1. The decrease in the municipal buildings and water categories is related to the completion of the Ankeny Public Services Library Remodel and the Irvinedale Drive Transmission Main – Phase 2 in 2020. Of the \$147,626,167, 47% is identified for transportation projects, 37% for municipal utilities (water, sewer and storm water) projects, 7% for municipal buildings, 4% for sidewalks and trails and 5% for parks. The first year of the five-year CIP, which the City incorporates into the annual budget, is \$38,892,667 for fiscal year 2022. The major source of funds for the program include general obligation bonds, tax increment financing and municipal utilities revenues. In addition, the City leverages its program with available grants from federal and state governments and private partnerships.

Relevant Financial Policies

The City regards general fund unassigned fund balance as a critical component of fiscal health and criteria for an above average bond rating. The June 30, 2021, unassigned fund balance in the general fund was 84 percent of total general fund expenditures, up substantially from 68 percent as of June 30, 2020. This amount is significantly higher than the policy guideline of 25 percent set by the Council for budgetary and planning purposes.

Major Initiatives and Accomplishments

The City is currently involved in the following major construction and development projects:

- The construction of a senior community center. With a focus on seniors, the Albaugh Family Senior Community Center will offer a large community center, classrooms, indoor walking track, pickleball courts, golf/sports simulator, indoor bocce ball court, exercise area and raised shuffleboards. Polk County will use the facility to provide senior services consistent with its other metropolitan area facilities including daily meals, health screenings, wellness and recreational opportunities and other senior-oriented services. The City will offer programming at the center on the evenings and weekends for residents of all ages.
- The extension of NW 18th Street from NW Weigel Drive west to NW Spruce Drive. The current gravel road with rural ditch section will be replaced with a concrete street with two-way left turn lane and curb and gutter. The project will also include 8-foot wide sidewalk on the south side, sanitary sewer, storm sewer, water main, street lighting, fiber optic, landscaping/street trees and signing.
- Reconstruction of West 1st Street from just east of SW Scott Street to just east of SW Logan Street. The existing four-lane street will be removed and replaced with a five-lane street that includes a center two-way left turn lane.

- The construction of 1.65 miles of recreation trail along the High Trestle Trail corridor from SE Magazine Road to SE Oralabor Road. The project will include an overpass of SE Oralabor Road/Highway 160 due to its high traffic volumes. The High Trestle Trail is a popular, highly-trafficked trail in Iowa that covers 25 miles from Ankeny to Woodward. This project will provide a direct connection with the Gay Lea Wilson Trail located on the south side of SE Oralabor Road/Highway 160.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Ankeny for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2020. This was the 19th consecutive year that the government has received this prestigious award. In order to be awarded the Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report that satisfied both the generally accepted accounting principles (GAAP) and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, for the 23rd consecutive year, the City received the GFOA's Distinguished Budget Presentation Award for its annual budget document for the fiscal year beginning July 1, 2021. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide and a communications device.

The preparation of this report would not have been possible without the City's independent auditors, Eide Bailly, LLP, and the dedicated service of the City's Finance Department. We wish to express our appreciation to all members of the department who assisted and contributed to the preparation of this report. Likewise, we wish to extend our appreciation to the Mayor and members of the City Council in planning and conducting the financial operations of the City in a prudent and responsible manner.

Respectfully submitted,



David Jones
City Manager



Annette Graeve
Finance Officer



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Ankeny
Iowa**

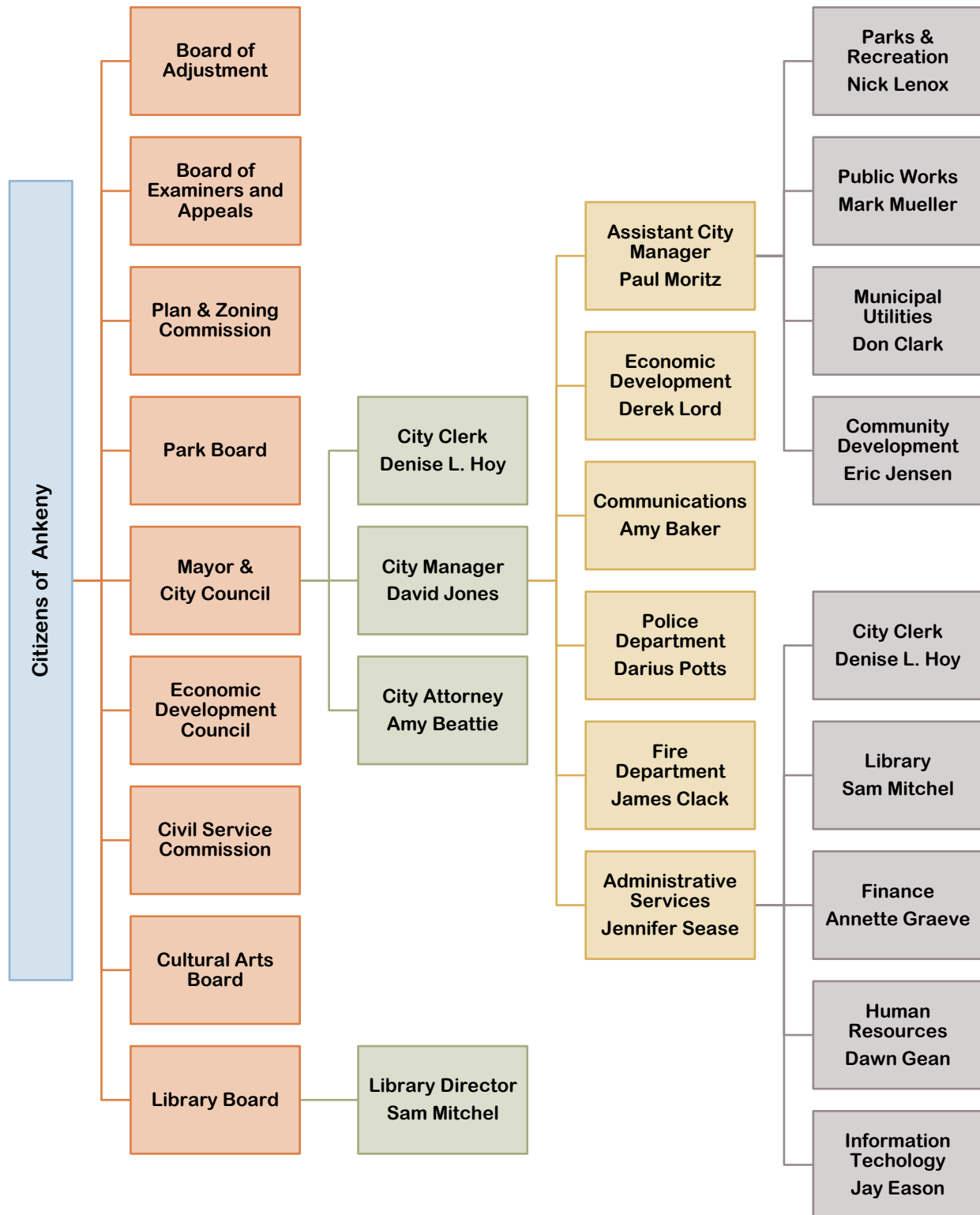
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morill

Executive Director/CEO

ORGANIZATIONAL CHART



List of Principal Officials

City of Ankeny, Iowa
June 30, 2021

Elected Officials		Term Expires
Mayor	Gary Lorenz	12/31/2021
Council Member	Mark Holm	12/31/2023
Council Member	Bobbi Bentz	12/31/2023
Council Member	Jeff Perry	12/31/2023
Council Member	Kerry Walter-Ashby	12/31/2021
Council Member	Kelly Whiting	12/31/2021
Appointed Officials		
City Manager		David A. Jones
Assistant City Manager		Paul Moritz
Director of Administrative Services		Jennifer Sease
City Clerk		Denise L. Hoy
Community Development Director		Eric Jensen
Economic Development Director		Derek Lord
Fire Chief		James Clack
Library Director		Sam Mitchel
Parks and Recreation Director		Nick Lenox
Police Chief		Darius Potts
Public Works Director		Mark Mueller

Financial Section



Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Ankeny, Iowa

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ankeny, Iowa as of and for the year ended June 30, 2021 and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ankeny, Iowa, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 16 to the financial statements, the City changed its reporting of Storm Water capital assets to be more aligned with generally accepted accounting principles, and accordingly, has restated the related fund balance and net position as of July 1, 2020. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Ankeny, Iowa's financial statements. The introductory section, combining nonmajor fund financial statements, capital asset schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements.

The combining and individual nonmajor fund financial statements, capital asset schedules, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated December 15, 2021, on our consideration of the City of Ankeny, Iowa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 15, 2021

Management's Discussion and Analysis

As management of the City of Ankeny, we offer readers of the City of Ankeny's financial statements this narrative overview and analysis of the financial activities of the City of Ankeny for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the Introductory Section at the front of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of Ankeny exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$490,395,807 (net position). Of this amount, \$63,327,042 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors. For the fiscal year ended June 30, 2020, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$438,314,815. Of this amount, \$48,710,619 was unrestricted.
- The government's total net position increased by \$41,594,838 during the fiscal year ended June 30, 2021. Governmental activities increased \$28,822,082 and business-type activities increased \$12,772,756. For fiscal year ended June 30, 2020, total net position increased \$35,980,647. Governmental activities increased \$21,083,824 and business-type activities increased by \$14,896,823.
- As of the close of the current fiscal year, the City of Ankeny's governmental funds reported combined ending fund balances of \$84,764,591, an increase of \$3,142,157 in comparison with the prior year. As of the close of the fiscal year June 30, 2020, governmental funds reported combined ending fund balances of \$81,622,434, as restated.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$27,309,460 or 84 percent of total general fund expenditures. The unassigned fund balance for the general fund as of June 30, 2020 was \$21,063,502 or 68 percent of total general fund expenditures.
- The City of Ankeny's total debt decreased by \$12,614,000 (9 percent) during the current fiscal year. Total debt for fiscal year June 30, 2020, decreased by \$9,007,000 (6 percent).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Ankeny's finances, in a manner similar to private-sector business.

The *statement of net position* presents information on all of the City of Ankeny's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Ankeny is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this

statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include public safety, health and social services, culture and recreation, public works, community and economic development, general government, and interest on long-term debt. The business type activities of the City include solid waste, water, sewer, storm water and Otter Creek golf course.

The government-wide financial statements include the City of Ankeny itself (known as the *primary government*). The financial statements also include the following blended component units: Ankeny Sports Complex Foundation and Friends of the Ankeny Library. These component units, although legally separate entities, are included in the City's reporting entity because of their significant operational or financial relationship with the City.

The government-wide financial statements are on pages 25-26 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Ankeny, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Ankeny can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide level, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Ankeny maintains nineteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund, debt service fund, road use tax fund, tax increment financing fund and capital projects fund, all of which are considered major funds. Data for the other fourteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* elsewhere in this report.

The basic governmental fund financial statements can be found on pages 27-30 of this report.

Proprietary funds. The City of Ankeny maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for solid waste, water, sewer, storm water and Otter Creek golf course activities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City of Ankeny uses internal service funds to account for vehicle maintenance, risk management, vehicle replacement, energy efficiency projects, economic development incentives and employee

benefits. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The enterprise fund financial statements provide separate information for the water fund, sewer fund and storm water fund, all of which are considered to be major funds of the City of Ankeny. Data for the other two enterprise funds are combined into a single, aggregated presentation. Conversely, all internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds and the nonmajor enterprise funds are provided in the form of *combining statements* elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 31-33 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements are found on pages 34-68 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City of Ankeny, including the Budgetary Comparison Schedule and the City's proportionate share of the net pension liability and related contributions for both Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI), and the City's other post-employment benefit plan. Required supplementary information can be found on pages 69-82 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds and internal service funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 84-95 of this report. Statistical information related to the City can be found on pages 99-125.

Government-wide Financial Analysis

As noted earlier, net position may serve as a useful indicator of a government's financial position. In the case of the City of Ankeny, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$490,395,807 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (82 percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to the citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Net Position (000's)						
	Governmental Activities		Business-Type Activities		Total	
	2021	2020 ⁽¹⁾	2021	2020 ⁽¹⁾	2021	2020 ⁽¹⁾
Current assets	\$ 154,560	\$ 149,223	\$ 52,689	\$ 44,726	\$ 207,249	\$ 193,949
Noncurrent assets:						
Restricted cash and cash equivalents	-	-	2,916	3,305	2,916	3,305
Capital assets	310,481	288,333	205,086	200,023	515,567	488,356
Total assets	465,041	437,556	260,691	248,054	725,732	685,610
Deferred outflows of resources	11,772	8,930	810	474	12,582	9,404
Current liabilities	27,707	27,267	9,621	6,143	37,328	33,410
Noncurrent liabilities	126,222	126,600	32,865	36,129	159,087	162,729
Total liabilities	153,929	153,867	42,486	42,272	196,415	196,139
Deferred inflows of resources	51,439	49,997	63	77	51,502	50,074
Net investment in						
capital assets	229,637	202,592	171,521	169,673	401,158	372,265
Restricted	23,333	14,353	2,578	2,985	25,911	17,338
Unrestricted	18,474	25,677	44,853	33,521	63,327	59,198
Total net position	\$ 271,444	\$ 242,622	\$ 218,952	\$ 206,179	\$ 490,396	\$ 448,801

⁽¹⁾ 2021 restated as of July 1, 2020

An additional portion of the City's net position (5 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$63,327,042) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

The government's net position increased by \$41,594,838 during the current fiscal year, which is a combination of a \$28,822,082 increase in governmental activities net position and an increase of \$12,772,756 in business-type activities net position.

Changes in Net Position (000's)						
	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenues:						
Program revenues:						
Charges for services	\$ 9,204	\$ 7,286	\$ 42,834	\$ 36,164	\$ 52,038	\$ 43,450
Operating grants and contributions	15,835	12,780	-	-	15,835	12,780
Capital grants and contributions	11,899	8,107	6,948	6,466	18,847	14,573
General revenues:						
Property taxes	48,299	46,147	-	-	48,299	46,147
Other taxes	2,874	2,887	-	-	2,874	2,887
Interest	632	2,252	36	110	668	2,362
Other	76	118	724	493	800	611
Total revenues	88,819	79,577	50,542	43,233	139,361	122,810
Expenses:						
Public safety	25,563	23,147	-	-	25,563	23,147
Health and social services	372	340	-	-	372	340
Culture and recreation	8,920	8,034	-	-	8,920	8,034
Public works	15,027	15,805	-	-	15,027	15,805
Community & economic development	3,216	3,525	-	-	3,216	3,525
General government	3,975	4,186	-	-	3,975	4,186
Interest of long-term debt	3,096	3,635	-	-	3,096	3,635
Solid waste	-	-	1,237	918	1,237	918
Water	-	-	13,367	11,304	13,367	11,304
Sewer	-	-	12,348	13,448	12,348	13,448
Storm water	-	-	2,250	955	2,250	955
Otter Creek golf course	-	-	1,697	1,532	1,697	1,532
Total expenses	60,169	58,672	30,899	28,157	91,068	86,829
Excess before transfers	28,650	20,905	19,643	15,076	48,293	35,981
Transfers	172	179	(172)	(179)	-	-
Special item	-	-	(6,698)	-	(6,698)	-
Changes in net position	28,822	21,084	12,773	14,897	41,595	35,981
Net position, beginning ⁽¹⁾	242,622	237,800	206,179	164,534	448,801	402,333
Net position, ending	\$ 271,444	\$ 258,884	\$ 218,952	\$ 179,431	\$ 490,396	\$ 438,314

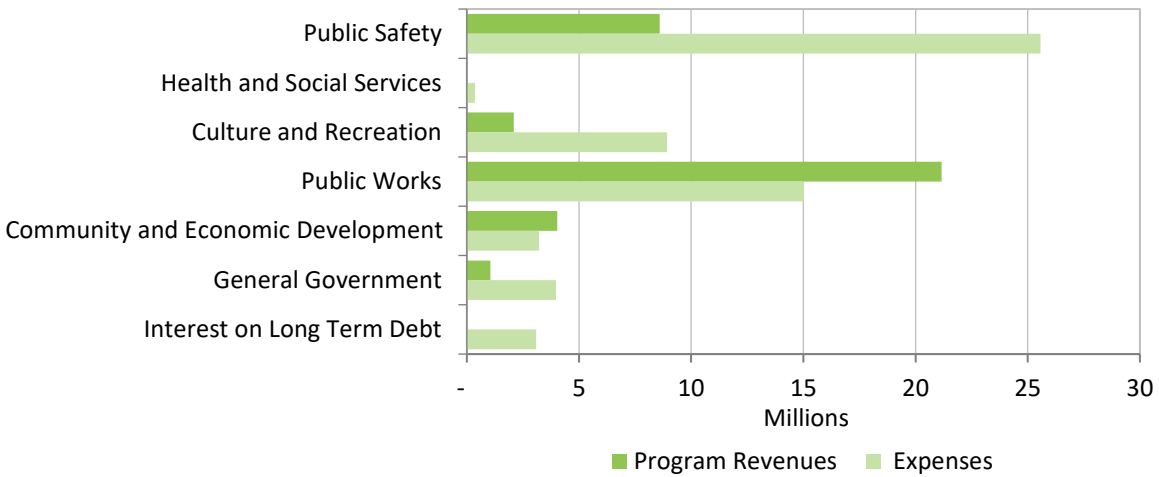
⁽¹⁾ Restated

Governmental activities. Governmental activities increased the City's net position by \$28,822,082 thereby accounting for 69 percent of the total improvement in net position. Key elements of this increase are as follows:

- Property taxes increased by \$2,152,188 (4.7 percent) during the year. This increase is attributable to property valuation growth.
- Operating grants and contributions increased by \$3,055,445 (23.9 percent) during the year resulting from federal COVID-19 grants and Road Use Tax contributions.
- Capital grants and contributions increased by \$3,791,663 (46.8 percent) during the year resulting from contributions from Polk County for the construction of the Albaugh Family Senior Community Center.

The change in net position due to program activities is represented as follows:

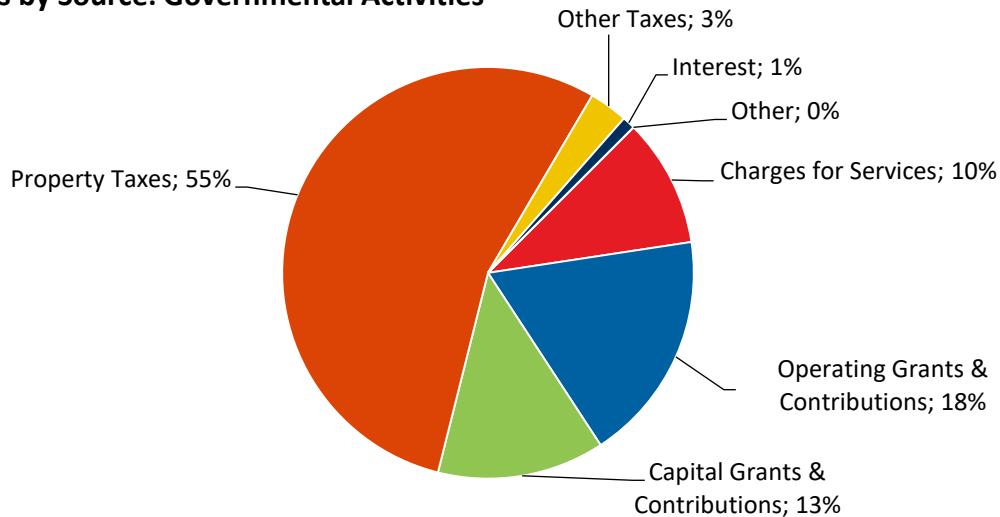
Expenses and Program Revenues: Governmental Activities



Expenses are higher than revenues for all programs except for public works and community and economic development due to the fact that many of the governmental activities are supported by general governmental revenues including property taxes, other taxes and interest income.

Revenues for the governmental activities are derived as follows:

Revenues by Source: Governmental Activities



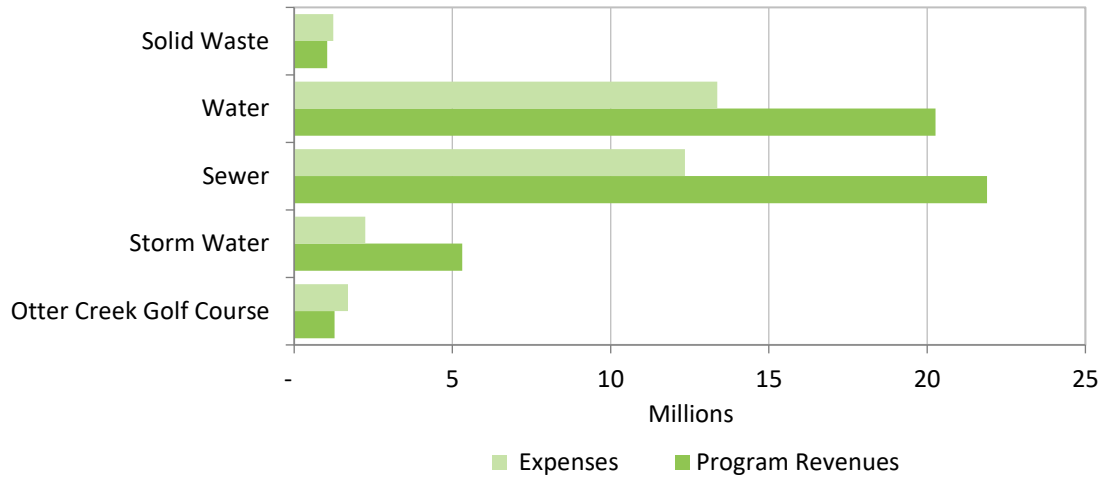
Business-type activities. Business-type activities increased the City's net position by \$12,772,756, accounting for 31 percent of the total improvement in the government's net position. Key elements of this increase are as follows:

- The water fund had a large increase in net position, with revenues exceeding expenses by nearly \$7 million. Water usage rates increased 8.5 percent effective April 1, 2020.
- The sewer fund had a large increase in net position, with revenues exceeding expenses by over \$2.8 million. Sewer rates were unchanged but the city reduced monthly payments to the Des Moines Wastewater Reclamation Authority by paying the remaining annual surcharges.

The enterprise funds continue to see growth in the number of customers annually, but the majority of the increases in revenue are related to rate increases.

The change in net position due to program activities is represented as follows:

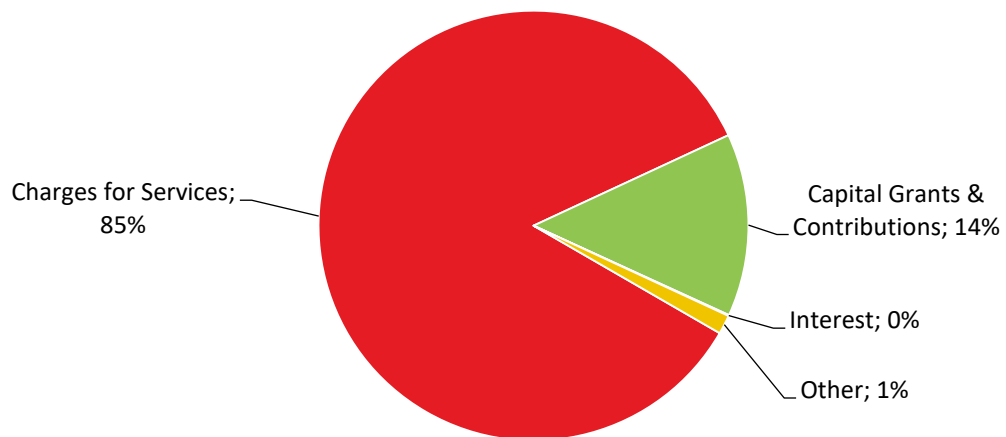
Expenses and Program Revenues: Business-Type Activities



The program revenues exceeded expenses for water, sewer and storm water and conversely expenses exceeded program revenues for solid waste and Otter Creek golf course. This graph reflects the fact that the business-type activities are operated in a business-like manner and are intended to be self-supporting through service charges.

Revenues for the business-type activities are derived as follows:

Revenues by Source: Business-Type Activities



Financial Analysis of the Governmental Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal and managerial requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City's Council.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$84,764,591, an increase of \$3,142,157 in comparison with the prior year, as restated. Of this total amount, \$2,369 is *nonspendable*, which is inventory in a nonspendable form, and \$27,309,460 constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of the fund balance, \$57,452,762, is *restricted* to indicate that it is not available for spending because it can only be spent for the specific purposes stipulated by external resource providers, by constitution or by enabling legislation.

The general fund is the chief operating fund of the City. At the end of the current fiscal year, the total fund balance reached \$27,610,042. As a measure of the general fund's liquidity, it may be useful to compare total fund balance to total expenditures. Total fund balance represents 85 percent of total general fund expenditures.

The fund balance of the City's general fund increased by \$6,132,089 (29 percent) during the current fiscal year. The general fund saw an increase in property taxes, licenses and permits, intergovernmental revenue, charges for services, and miscellaneous sources. The most significant changes are related to the following:

- The general fund property tax levy rate was unchanged for fiscal year 2021, but property tax valuations remained strong at 11 percent growth, resulting in an increase of \$2,270,145 in property taxes collected.
- Licenses and permits increased by \$637,488 due to the continued strong growth in the construction industry.
- Use of money and property decreased by \$1,079,131 due primarily to decreased interest revenue, attributable to unfavorable interest rates.
- Intergovernmental increased by \$1,788,137 due mainly to receiving \$1.6 million from a federal COVID-19 grant.

In comparison to a 14 percent increase in revenues, general fund expenditures increased 5 percent. The majority of general fund expenditures are for salaries, wages and related employee benefits. A significant factor to the increase in expenditures was the addition of 18.65 full-time equivalent positions in public safety, culture and recreation, community and economic development, and general government.

The debt service fund had a total fund balance of \$1,813,014, all of which is restricted for the payment of debt service. The net increase in fund balance during the current year was \$27,085 (1.5 percent), as restated. The City reduced the debt service levy \$.25 in fiscal year 2021, the fourth consecutive year of decreases in this levy. This was offset by the increase in property tax valuation growth, causing a nearly flat change in fund balance.

The road use tax fund had a total fund balance of \$9,215,343, all of which is restricted for the construction, maintenance and supervision of public streets. The net decrease in fund balance during the current year was \$60,416 or 0.65 percent. Transfers to capital projects from this fund increased \$660,000 in fiscal year 2021.

The tax increment financing fund (TIF), a special revenue fund, had a total fund balance of \$2,114,296, all of which is restricted. The fund had a decrease in fund balance of \$109,194 after transfers out of \$7,381,412 to the debt service fund. Property taxes collected in the special financing districts are generally transferred from the tax increment financing fund to other funds to cover bonded debt, other loans, advances and development agreements used to finance infrastructure improvements in the tax increment financing districts.

The capital projects fund had a fund balance of \$37,284,937, all of which is restricted. The fund had a decrease in fund balance of \$4,612,475, as restated. The decrease was attributable to the timing and the scope of capital project expenditures.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

- Total net position of the water fund at the end of current year was \$64,444,884 with \$41,392,604 net investment in capital assets, \$1,753,989 restricted for debt service and \$21,298,291 in unrestricted net position. This represents an increase in net position of \$6,773,667, as restated.
- Total net position of the sewer fund at the end of the current year was \$113,553,390, with \$93,016,796 net investment in capital assets, \$824,252 restricted for debt service and \$19,712,342 in unrestricted net position. This represents an increase in net position of \$2,880,963, as restated.
- The net position of the storm water fund at the end of the current year was \$35,887,986, with \$32,949,827 net investment in capital assets and \$2,938,159 in unrestricted net position. This represents an increase in net position of \$3,124,456, as restated.

Other factors concerning the finances of these funds have already been addressed in the discussion of the City of Ankeny's business-type activities.

General Fund Budgetary Highlights

The City adopts an annual appropriated budget for its general fund. Differences between the original budget and the final amended budget for the general fund can be summarized as follows:

- The total original revenue budget of \$37,126,843 was decreased to \$36,961,603, a decrease of \$165,240. Amended revenues included increases in operating grants, building permits and ambulance charges and decreases in aquatic revenues, park and recreation programs, and interest income.
- The total original expenditure budget of \$35,934,139 was decreased to \$34,109,318, a decrease of \$1,824,821. Amended expenditures included decreases for salaries and benefits related to public safety vacancies and aquatic center expenditures due to COVID-19.

Differences between the final amended budget and the actual results for the general fund can be summarized as follows:

- The actual revenue results of \$38,335,983 were more than the final amended budget of \$36,961,603 by \$1,374,380. The most significant variances were attributed to higher than anticipated revenues for building permits, ambulance charges, recreation programs, and the aquatic centers.
- The actual expenditure results of \$31,625,930 were less than the final amended budget of \$34,109,318 by \$2,483,388. The most significant variances were due to ongoing police officer vacancies and staffing changes in the fire department.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities was \$720,216,812, before accumulated depreciation, in fiscal year 2021 and \$673,604,601 (restated) for fiscal year 2020. This amount represents a net increase, including additions and deletions, of \$42,612,211 and \$45,874,602, respectively. The value of these capital assets, net of depreciation at June 30, 2021 and 2020, is depicted below. The investment in capital assets includes land, construction in progress, other improvements, infrastructure, buildings,

machinery and equipment and furniture and fixtures. All required infrastructure has been recorded for the governmental and business-type activities.

Capital Assets (000's)
(net of depreciation)

	Governmental		Business-Type		Total	
	Activities		Activities			
	2021	2020 ⁽¹⁾	2021	2020 ⁽¹⁾	2021	2020 ⁽¹⁾
Land	\$ 10,219	\$ 10,090	\$ 2,153	\$ 2,111	\$ 12,372	\$ 12,201
Construction in progress	31,034	47,901	4,623	13,684	35,657	61,585
Other improvements	23,396	21,971	108	115	23,504	22,086
Infrastructure	201,324	178,287	194,363	180,035	395,687	358,322
Buildings	40,062	25,748	2,932	3,079	42,994	28,827
Machinery and equipment	4,446	4,336	907	999	5,353	5,335
Total capital assets	<u>\$ 310,481</u>	<u>\$ 288,333</u>	<u>\$ 205,086</u>	<u>\$ 200,023</u>	<u>\$ 515,567</u>	<u>\$ 488,356</u>

⁽¹⁾ Restated

Major capital asset events during the current fiscal year included the following:

- Expended over \$4.5 million on the construction of the Albaugh Family Senior Community Center. The building will include facilities for serving the senior citizens of the community. Uses include congregate meals offered by Polk County, an indoor walking track, and other recreation amenities.
- Expended \$1.3 million on the ongoing construction of the transmission water main along Irvinedale Drive. The purpose of the project is to increase water conveyance from the DMWW's Saylorville Water Treatment Plant north to the newly constructed NW Booster Station to supply water to the entire northwest part of Ankeny.
- Expended nearly \$750,000 to complete the construction of the new Ankeny Kirkendall Public Library and City Council chambers. The project to repurpose the former Kirkendall Public Library into the new Public Services Building had expenditures of nearly \$3 million. Both of these projects were approved by Ankeny residents in the May 2017 bond referendum.

Additional information can be found on the City's capital assets in Note 4 on pages 45-46 of this report.

Long-term debt. At the end of the current fiscal year, the City of Ankeny had total bonded debt and notes outstanding of \$133,265,000. Of this amount, \$111,645,000 comprises debt backed by the full faith and credit of the government. The remainder of the City of Ankeny's debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds).

Outstanding Debt (000's)

	Governmental		Business-Type		Total	
	Activities		Activities			
	2021	2020	2021	2020	2021	2020
General obligation bonds	\$ 100,543	\$ 105,486	\$ 11,003	\$ 12,463	\$ 111,546	\$ 117,949
Capital loan notes	14,064	15,570	-	58	14,064	15,628
Revenue bonds	-	-	22,562	24,779	22,562	24,779
Total outstanding debt	<u>\$ 114,607</u>	<u>\$ 121,056</u>	<u>\$ 33,565</u>	<u>\$ 37,300</u>	<u>\$ 148,172</u>	<u>\$ 158,356</u>

The City's total net debt decreased by \$10,183,848 (6.4 percent) during the current fiscal year. The general obligation bonds and general capital loan notes decreased by \$7,908,966 (5.9 percent). The decrease of \$2,274,882 (9.2 percent) in the revenue bonds and revenue capital loan notes is due to the annual debt service payments.

Iowa statute limits the amount of general obligation debt a government may issue to five percent of its total assessed valuation of all taxable property in the City of Ankeny. The current debt limitation for the City is \$337,864,309. With outstanding general obligation debt of \$98,920,000 and capital loan notes of \$12,725,000, the City had utilized 33 percent of the debt limit as of June 30, 2021.

The City maintains an Aa1 rating for general obligation debt not subject to annual appropriation and general obligation debt subject to annual appropriation is an Aa2. These ratings were assigned by Moody's Investors Service.

Additional information on the City's long-term debt can be found in Note 7 on pages 47-51 of this report.

Economic Factors and Next Year's Budgets and Rates

- In calendar year 2020, the City issued 1,168 residential permits, reflecting an increase from 1,076 in 2019.
- Commercial construction decreased in calendar year 2020 with 22 permits compared to 35 in 2019.
- The City's taxable valuation has increased at an average of 9.9 percent per year over the last five years, including an increase of 8.72 percent for fiscal year 2021.

All of these factors were considered in preparing the City of Ankeny's budget for fiscal year 2022. The fiscal year 2022 budget included total revenues of \$140,395,782 up from \$135,209,951, representing a 3.8 percent increase. The increase in revenue is attributable to some of the major revenue sources, most notably in property taxes, in road use taxes and in bond proceeds. In addition, the fiscal year 2022 budget included an increase in expenditures from \$145,752,960 to \$149,835,922, an increase of 2.8 percent. The increase is partly attributable to increases in personal services in the general fund and an increase in the water fund for debt service payments.

The City's property tax rate for fiscal year 2022 decreased from \$10.00 per \$1,000 of taxable property valuation to \$9.95. The \$0.05 decrease was in the debt service levy. This was the eighth consecutive year for a decrease in the property tax levy.

Requests for Information

This financial report is designed to provide a general overview of the City of Ankeny's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Ankeny, Finance Department, 410 West First Street, Ankeny, Iowa 50023. Additional information is also available on the City web site www.ankenyiowa.gov.

City of Ankeny, Iowa
Statement of Net Position
June 30, 2021

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Current assets:			
Cash and cash equivalents	\$ 88,525,836	\$ 47,106,309	\$ 135,632,145
Investments	9,994,274	-	9,994,274
Receivables:			
Interest	174,360	10,550	184,910
Taxes	51,693,598	-	51,693,598
Accounts	1,103,105	4,886,807	5,989,912
Special assessments	563,953	57,871	621,824
Intergovernmental	2,717,167	383	2,717,550
Prepaid expenses	118,126	-	118,126
Inventory	241,898	54,475	296,373
Internal balances	(572,572)	572,572	-
Total current assets	154,559,745	52,688,967	207,248,712
Noncurrent assets:			
Restricted cash and cash equivalents	-	2,916,493	2,916,493
Capital assets:			
Land	10,219,056	2,152,807	12,371,863
Construction-in-progress	31,034,216	4,623,319	35,657,535
Depreciable assets, net of accumulated depreciation	269,227,944	198,309,721	467,537,665
Total capital assets	310,481,216	205,085,847	515,567,063
Total noncurrent assets	310,481,216	208,002,340	518,483,556
Total assets	465,040,961	260,691,307	725,732,268
Deferred Outflows of Resources			
Pension related deferred outflows	11,043,443	709,702	11,753,145
OPEB related deferred outflows	728,066	100,437	828,503
Total deferred outflows of resources	11,771,509	810,139	12,581,648
Liabilities			
Current liabilities:			
Accounts payable	4,491,852	1,912,926	6,404,778
Retainage payable	804,332	92,216	896,548
Accrued wages	847,935	114,242	962,177
Claims payable	297,000	-	297,000
Customers deposits	-	338,252	338,252
Unearned revenue	101,120	3,056,534	3,157,654
Bonds and capital loan notes interest payable	357,275	102,900	460,175
Bonds and capital loan notes payable, net of unamortized discount/premium	19,696,567	3,849,051	23,545,618
Compensated absences payable	1,110,689	155,016	1,265,705
Total current liabilities	27,706,770	9,621,137	37,327,907
Noncurrent liabilities:			
Bonds and capital loan notes payable, net of unamortized discount/premium	94,910,135	29,716,272	124,626,407
Total OPEB liability	2,361,294	325,743	2,687,037
Compensated absences payable	462,382	151,923	614,305
Net pension liability	28,488,595	2,671,481	31,160,076
Total noncurrent liabilities	126,222,406	32,865,419	159,087,825
Total liabilities	153,929,176	42,486,556	196,415,732
Deferred Inflows of Resources			
Pension related deferred inflows	333,790	58,714	392,504
OPEB related deferred inflows	32,704	4,511	37,215
Succeeding year property tax	51,072,658	-	51,072,658
Total deferred inflows of resources	51,439,152	63,225	51,502,377
Net Position			
Net investment in capital assets	229,636,596	171,520,523	401,157,119
Restricted for:			
Debt service	1,455,739	2,578,241	4,033,980
Capital projects	3,522,855	-	3,522,855
Community and economic development	5,870,665	-	5,870,665
Culture and recreation	1,161,860	-	1,161,860
Public safety	2,006,413	-	2,006,413
Public works	9,315,873	-	9,315,873
Unrestricted	18,474,141	44,852,901	63,327,042
Total net position	\$ 271,444,142	\$ 218,951,665	\$ 490,395,807

The notes to the financial statements are an integral part of this statement.

**City of Ankeny, Iowa
Statement of Activities
For the Year Ended June 30, 2021**

Programs/Functions	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-Type Activities	
Primary government:							
Governmental activities:							
Public safety	\$ 25,563,287	\$ 6,108,597	\$ 2,493,615	\$ -	\$ (16,961,075)	\$ -	\$ (16,961,075)
Health and social services	371,915	4,441	3,650	-	(363,824)	-	(363,824)
Culture and recreation	8,920,203	1,835,035	252,094	-	(6,833,074)	-	(6,833,074)
Public works	15,027,246	792,180	8,471,231	11,898,943	6,135,108	-	6,135,108
Community and economic development	3,215,906	75,302	3,959,313	-	818,709	-	818,709
General government	3,975,015	388,556	655,539	-	(2,930,920)	-	(2,930,920)
Interest on long-term debt	3,095,443	-	-	-	(3,095,443)	-	(3,095,443)
Total governmental activities	60,169,015	9,204,111	15,835,442	11,898,943	(23,230,518)	-	(23,230,518)
Business-type activities:							
Solid waste	1,236,700	1,041,988	-	-	-	(194,712)	(194,712)
Water	13,367,009	18,272,625	-	1,995,913	-	6,901,529	6,901,529
Sewer	12,348,429	19,020,685	-	2,866,638	-	9,538,894	9,538,894
Storm water	2,250,267	3,221,439	-	2,085,534	-	3,056,706	3,056,706
Otter Creek golf course	1,696,658	1,277,207	-	-	-	(419,451)	(419,451)
Total business-type activities	30,899,063	42,833,944	-	6,948,085	-	18,882,966	18,882,966
Total primary government	\$ 91,068,078	\$ 52,038,055	\$ 15,835,442	\$ 18,847,028	(23,230,518)	18,882,966	(4,347,552)
General revenues:							
Taxes:							
Property taxes					48,298,765	-	48,298,765
Other taxes					2,874,194	-	2,874,194
Interest					631,886	35,968	667,854
Other					75,709	723,928	799,637
Transfers					172,046	(172,046)	-
Total general revenues and transfers before special item					52,052,600	587,850	52,640,450
Special Item--remaining WRA surcharges payment					-	(6,698,060)	(6,698,060)
Changes in net position					28,822,082	12,772,756	41,594,838
Net position, beginning of year, as restated					242,622,060	206,178,909	448,800,969
Net position, ending					\$ 271,444,142	\$ 218,951,665	\$ 490,395,807

The notes to the financial statements are an integral part of this statement.

**City of Ankeny, Iowa
Balance Sheet
Governmental Funds
June 30, 2021**

	General	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	\$ 17,471,707	\$ 1,668,957	\$ 8,620,561	\$ 2,023,248	\$ 41,188,467	\$ 6,744,952	\$ 77,717,892
Investments	9,994,274	-	-	-	-	-	9,994,274
Receivables:							
Interest	13,966	-	-	-	160,347	16	174,329
Taxes	25,793,937	14,316,887	-	9,295,684	-	2,287,090	51,693,598
Accounts	1,091,488	-	776	4,008	-	3,999	1,100,271
Special assessments	-	-	-	-	-	563,953	563,953
Intergovernmental	534,695	227	854,066	-	1,210,726	30,910	2,630,624
Inventory	2,369	-	-	-	-	-	2,369
Total assets	<u>\$ 54,902,436</u>	<u>\$ 15,986,071</u>	<u>\$ 9,475,403</u>	<u>\$ 11,322,940</u>	<u>\$ 42,559,540</u>	<u>\$ 9,630,920</u>	<u>\$ 143,877,310</u>
Liabilities							
Accounts payable	\$ 623,940	\$ -	\$ 212,962	\$ -	\$ 3,619,549	\$ 4,581	\$ 4,461,032
Retainage payable	-	-	-	-	804,332	-	804,332
Accrued wages	722,222	-	47,098	-	-	68,864	838,184
Due to other funds	18,508	-	-	-	-	-	18,508
Advances from other funds	9,366	-	-	-	-	-	9,366
Unearned revenue	-	-	-	101,120	-	-	101,120
Total liabilities	<u>1,374,036</u>	<u>-</u>	<u>260,060</u>	<u>101,120</u>	<u>4,423,881</u>	<u>73,445</u>	<u>6,232,542</u>
Deferred Inflows of Resources							
Unavailable revenues							
Property taxes	25,561,369	14,173,057	-	9,103,516	-	2,266,465	51,104,407
Special assessments	-	-	-	-	-	563,953	563,953
Other long-term receivables	356,989	-	-	4,008	850,722	98	1,211,817
Total deferred inflows of resources	<u>25,918,358</u>	<u>14,173,057</u>	<u>-</u>	<u>9,107,524</u>	<u>850,722</u>	<u>2,830,516</u>	<u>52,880,177</u>
Fund Balances							
Nonspendable	2,369	-	-	-	-	-	2,369
Restricted	298,213	1,813,014	9,215,343	2,114,296	37,284,937	6,726,959	57,452,762
Unassigned	27,309,460	-	-	-	-	-	27,309,460
Total fund balances	<u>27,610,042</u>	<u>1,813,014</u>	<u>9,215,343</u>	<u>2,114,296</u>	<u>37,284,937</u>	<u>6,726,959</u>	<u>84,764,591</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 54,902,436</u>	<u>\$ 15,986,071</u>	<u>\$ 9,475,403</u>	<u>\$ 11,322,940</u>	<u>\$ 42,559,540</u>	<u>\$ 9,630,920</u>	<u>\$ 143,877,310</u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Reconciliation of the Balance Sheet to the
Statement of Net Position
June 30, 2021

Fund balances--total governmental funds \$ 84,764,591

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Governmental capital assets:

Land	\$ 10,219,056	
Construction-in-progress	31,034,216	
Depreciable capital assets	392,403,861	
Accumulated depreciation	<u>(123,175,917)</u>	310,481,216

The assets and liabilities of internal service funds are included in the governmental activities in the statement of net position. Internal service fund net position:

Current assets	\$ 11,379,788	
Deferred outflows	76,987	
Internal balances	96,571	
Current liabilities	(351,052)	
Noncurrent liabilities	(294,017)	
Deferred inflows	<u>(6,458)</u>	10,901,819

Internal service funds allocated to business-type activities (766,050)

Other long-term assets are not available to pay for current period expenditures and, therefore, are recognized as deferred inflows of resources in the governmental funds:

Various funds - property tax receivable	\$ 31,749	
Various funds - special assessment receivable	563,953	
Various funds - intergovernmental receivable	851,050	
Various funds - accounts receivable	<u>360,766</u>	1,807,518

Pension and OPEB related deferred outflows of resources and deferred inflows of resources are not due and payable in the current year and, therefore, are not reported in the governmental funds, as follows:

Deferred outflows of resources	\$ 11,694,522	
Deferred inflows of resources	<u>(360,036)</u>	11,334,486

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.

General obligation bonds and capital loan notes	\$ (102,023,000)	
Unamortized premium on general obligation bonds	(12,583,702)	
Total OPEB liability	(2,328,954)	
Bonds and capital loans interest payable	(357,275)	
Compensated absences	(1,556,307)	
Net pension liability	<u>(28,230,201)</u>	<u>(147,079,439)</u>

Net position of governmental activities \$ 271,444,142

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2021

	General Fund	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
Revenues							
Property taxes	\$ 24,089,976	\$ 13,599,896	\$ -	\$ 8,912,199	\$ -	\$ 2,135,789	\$ 48,737,860
Other taxes and assessments	2,764,904	93,472	-	-	-	45,947	2,904,323
Licenses and permits	3,066,285	-	-	-	-	-	3,066,285
Intergovernmental	3,228,929	335,718	8,107,378	12,640	4,549,086	128,951	16,362,702
Charges for services	4,610,931	-	-	-	-	27,630	4,638,561
Use of money and property	564,889	13,654	34,286	18,857	250,598	7,728	890,012
Miscellaneous	607,720	-	4,540	-	622,395	4,072,970	5,307,625
Total revenues	<u>38,933,634</u>	<u>14,042,740</u>	<u>8,146,204</u>	<u>8,943,696</u>	<u>5,422,079</u>	<u>6,419,015</u>	<u>81,907,368</u>
Expenditures							
Current operating:							
Public safety	19,477,848	-	-	-	-	2,246,433	21,724,281
Health and social services	351,311	-	-	-	-	-	351,311
Culture and recreation	6,198,268	-	-	-	-	43,850	6,242,118
Public works	1,300,914	-	6,318,037	-	-	-	7,618,951
Community and economic development	1,473,979	-	-	1,671,478	-	-	3,145,457
General government	3,774,625	-	-	-	-	-	3,774,625
Debt service:							
Principal	-	17,218,660	-	-	-	-	17,218,660
Interest and other charges	-	4,362,949	-	-	-	-	4,362,949
Bond issuance costs	-	25,715	-	-	55,057	-	80,772
Capital projects	-	-	-	-	26,531,218	-	26,531,218
Total expenditures	<u>32,576,945</u>	<u>21,607,324</u>	<u>6,318,037</u>	<u>1,671,478</u>	<u>26,586,275</u>	<u>2,290,283</u>	<u>91,050,342</u>
Excess (deficiency) of revenues over (under) expenditures	<u>6,356,689</u>	<u>(7,564,584)</u>	<u>1,828,167</u>	<u>7,272,218</u>	<u>(21,164,196)</u>	<u>4,128,732</u>	<u>(9,142,974)</u>
Other financing sources (uses)							
Issuance of long-term debt	-	-	-	-	10,670,000	-	10,670,000
Premium on long-term debt	-	-	-	-	1,406,011	-	1,406,011
Issuance of refunding debt	-	11,478,000	-	-	-	-	11,478,000
Premium on refunding debt	-	2,114,074	-	-	-	-	2,114,074
Payment of refunded bonds	-	(13,555,000)	-	-	-	-	(13,555,000)
Transfers in	400,000	7,554,595	-	-	4,475,710	-	12,430,305
Transfers out	(624,600)	-	(1,888,583)	(7,381,412)	-	(2,363,664)	(12,258,259)
Total other financing sources (uses)	<u>(224,600)</u>	<u>7,591,669</u>	<u>(1,888,583)</u>	<u>(7,381,412)</u>	<u>16,551,721</u>	<u>(2,363,664)</u>	<u>12,285,131</u>
Net change in fund balances	6,132,089	27,085	(60,416)	(109,194)	(4,612,475)	1,765,068	3,142,157
Fund balances, beginning, as restated	<u>21,477,953</u>	<u>1,785,929</u>	<u>9,275,759</u>	<u>2,223,490</u>	<u>41,897,412</u>	<u>4,961,891</u>	<u>81,622,434</u>
Fund balances, ending	<u>\$ 27,610,042</u>	<u>\$ 1,813,014</u>	<u>\$ 9,215,343</u>	<u>\$ 2,114,296</u>	<u>\$ 37,284,937</u>	<u>\$ 6,726,959</u>	<u>\$ 84,764,591</u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances
to the Statement of Activities
For the Year Ended June 30, 2021

Net change in fund balances--total governmental funds		\$ 3,142,157
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets. This is the amount by which capital outlays exceeded depreciation in the current period:		
Capital outlay	\$ 25,611,979	
Depreciation expense	<u>(10,319,255)</u>	15,292,724
Governmental funds do not report capital assets and therefore do not report gains or losses on the disposal of those assets.		(38,185)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(96,351)
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Bond proceeds from issuances	\$ (22,148,000)	
Principal debt payments	17,218,660	
Premium on refunding bonds	(2,114,074)	
Premium on long-term debt	(1,406,011)	
Current refunding of general obligation debt	13,555,000	5,105,575
The current year employer share of IPERS and MFPRSI contributions are reported as expenditures in the governmental funds, but are reported as a deferred outflow of resources in the Statement of Net Position.		3,283,743
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. The following expenses did not require current financial resources:		
OPEB expenses	\$ (212,297)	
Compensated absences	(214,508)	
Pension expense	(6,105,872)	
Amortization of bond discounts and premiums	1,343,450	
Adjustment to bond interest payable	<u>4,828</u>	(5,184,399)
Governmental funds do not report capital assets and therefore do not report the contribution of capital assets.		6,932,328
Internal service funds are used by management to charge costs of certain activities, such as vehicle and property maintenance, to individual funds. The net revenue (expense) of the internal service funds is reported with the governmental activities.		
		445,014
Change in internal service fund allocation to business-type activities.		<u>(60,524)</u>
Change in net position of governmental activities		<u><u>\$ 28,822,082</u></u>

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Net Position
Proprietary Funds
June 30, 2021

						Governmental Activities- Internal Service Funds
	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals	
Assets						
Current assets:						
Cash and cash equivalents	\$ 24,105,642	\$ 19,028,848	\$ 2,897,385	\$ 1,074,434	\$ 47,106,309	\$ 10,807,944
Receivables:						
Interest	239	10,311	-	-	10,550	31
Accounts	2,364,937	2,027,868	350,283	143,719	4,886,807	2,834
Special assessments	887	56,786	150	48	57,871	-
Intergovernmental	383	-	-	-	383	86,543
Prepaid expenses	-	-	-	-	-	118,126
Inventory	5,400	-	-	49,075	54,475	239,529
Due from other funds	-	-	-	-	-	124,781
Total current assets	<u>26,477,488</u>	<u>21,123,813</u>	<u>3,247,818</u>	<u>1,267,276</u>	<u>52,116,395</u>	<u>11,379,788</u>
Noncurrent assets:						
Restricted cash and cash equivalents	2,092,241	824,252	-	-	2,916,493	-
Advances to other funds	-	-	-	-	-	96,571
Capital assets:						
Land	603,632	563,233	-	985,942	2,152,807	-
Construction-in-progress	3,309,316	1,314,003	-	-	4,623,319	-
Depreciable assets, net of accumulated depreciation	<u>56,691,039</u>	<u>95,796,692</u>	<u>42,646,636</u>	<u>3,175,354</u>	<u>198,309,721</u>	<u>71,088</u>
Total capital assets	<u>60,603,987</u>	<u>97,673,928</u>	<u>42,646,636</u>	<u>4,161,296</u>	<u>205,085,847</u>	<u>71,088</u>
Total noncurrent assets	<u>62,696,228</u>	<u>98,498,180</u>	<u>42,646,636</u>	<u>4,161,296</u>	<u>208,002,340</u>	<u>167,659</u>
Total assets	<u>89,173,716</u>	<u>119,621,993</u>	<u>45,894,454</u>	<u>5,428,572</u>	<u>260,118,735</u>	<u>11,547,447</u>
Deferred Outflows of Resources						
Pension related deferred outflows	235,574	235,410	76,824	161,894	709,702	67,016
OPEB related deferred outflows	<u>37,767</u>	<u>30,687</u>	<u>11,841</u>	<u>20,142</u>	<u>100,437</u>	<u>9,971</u>
Total deferred outflows of resources	<u>273,341</u>	<u>266,097</u>	<u>88,665</u>	<u>182,036</u>	<u>810,139</u>	<u>76,987</u>
Liabilities						
Current liabilities:						
Accounts payable	1,131,333	409,954	47,315	324,324	1,912,926	30,820
Retainage payable	25,437	66,779	-	-	92,216	-
Accrued wages	36,948	25,724	14,512	37,058	114,242	9,751
Due to other funds	-	-	25,268	81,005	106,273	-
Claims payable	-	-	-	-	-	297,000
Customer deposits	338,252	-	-	-	338,252	-
Unearned revenue	3,056,534	-	-	-	3,056,534	-
Bonds and capital loan note interest payable	52,183	22,009	28,708	-	102,900	-
Bonds and capital loan notes payable, net of unamortized discount or premium	1,816,976	658,839	1,373,236	-	3,849,051	-
Compensated absences payable	<u>78,097</u>	<u>46,252</u>	<u>19,145</u>	<u>11,522</u>	<u>155,016</u>	<u>13,481</u>
Total current liabilities	<u>6,535,760</u>	<u>1,229,557</u>	<u>1,508,184</u>	<u>453,909</u>	<u>9,727,410</u>	<u>351,052</u>
Noncurrent liabilities:						
Bonds and capital loan notes payable, net of unamortized discount or premium	17,394,407	3,998,293	8,323,572	-	29,716,272	-
Total OPEB liability	122,487	99,526	38,404	65,326	325,743	32,340
Compensated absences payable	79,513	37,241	-	35,169	151,923	3,283
Advances from other funds	-	-	-	87,205	87,205	-
Net pension liability	<u>848,290</u>	<u>949,588</u>	<u>218,551</u>	<u>655,052</u>	<u>2,671,481</u>	<u>258,394</u>
Total noncurrent liabilities	<u>18,444,697</u>	<u>5,084,648</u>	<u>8,580,527</u>	<u>842,752</u>	<u>32,952,624</u>	<u>294,017</u>
Total liabilities	<u>24,980,457</u>	<u>6,314,205</u>	<u>10,088,711</u>	<u>1,296,661</u>	<u>42,680,034</u>	<u>645,069</u>
Deferred Inflows of Resources						
Pension related deferred inflows	20,020	19,117	5,890	13,687	58,714	6,010
OPEB related deferred inflows	<u>1,696</u>	<u>1,378</u>	<u>532</u>	<u>905</u>	<u>4,511</u>	<u>448</u>
Total deferred inflows of resources	<u>21,716</u>	<u>20,495</u>	<u>6,422</u>	<u>14,592</u>	<u>63,225</u>	<u>6,458</u>
Net Position						
Net investment in capital assets	41,392,604	93,016,796	32,949,827	4,161,296	171,520,523	71,088
Restricted for:						
Debt service	1,753,989	824,252	-	-	2,578,241	-
Unrestricted	<u>21,298,291</u>	<u>19,712,342</u>	<u>2,938,159</u>	<u>138,059</u>	<u>44,086,851</u>	<u>10,901,819</u>
Total net position	<u>\$ 64,444,884</u>	<u>\$ 113,553,390</u>	<u>\$ 35,887,986</u>	<u>\$ 4,299,355</u>	<u>218,185,615</u>	<u>\$ 10,972,907</u>
Adjustment to reflect the consolidation of internal service fund activities related to the enterprise funds.					<u>766,050</u>	
Net position of business-type activities					<u>\$ 218,951,665</u>	

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2021

	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals	Governmental Activities- Internal Service Funds
Operating revenues:						
Charges for services	\$ 18,272,625	\$ 19,020,685	\$ 3,221,439	\$ 2,319,195	\$ 42,833,944	\$ 6,620,283
Other	104,105	-	74,968	544,855	723,928	320,517
Total operating revenues	<u>18,376,730</u>	<u>19,020,685</u>	<u>3,296,407</u>	<u>2,864,050</u>	<u>43,557,872</u>	<u>6,940,800</u>
Operating expenses:						
Personal services	1,542,693	1,263,531	525,709	935,499	4,267,432	863,595
Contractual services	2,971,726	7,770,777	323,789	1,460,937	12,527,229	5,062,432
Operating supplies	6,816,027	437,100	37,219	339,494	7,629,840	574,443
Depreciation	1,472,406	2,788,835	1,088,274	196,829	5,546,344	38,546
Total operating expenses	<u>12,802,852</u>	<u>12,260,243</u>	<u>1,974,991</u>	<u>2,932,759</u>	<u>29,970,845</u>	<u>6,539,016</u>
Operating income	<u>5,573,878</u>	<u>6,760,442</u>	<u>1,321,416</u>	<u>(68,709)</u>	<u>13,587,027</u>	<u>401,784</u>
Nonoperating revenues (expenses):						
Interest earnings	10,731	14,665	7,492	3,080	35,968	43,230
Interest expense	(579,363)	(114,290)	(289,986)	(5,103)	(988,742)	-
Total nonoperating revenues (expenses)	<u>(568,632)</u>	<u>(99,625)</u>	<u>(282,494)</u>	<u>(2,023)</u>	<u>(952,774)</u>	<u>43,230</u>
Net income (loss) before contributions, transfers and special items	5,005,246	6,660,817	1,038,922	(70,732)	12,634,253	445,014
Capital contributions	1,995,913	2,866,638	2,085,534	-	6,948,085	-
Transfers in	96,498	251,568	-	3,878	351,944	-
Transfers out	(323,990)	(200,000)	-	-	(523,990)	-
Special Item--remaining WRA surcharges payment	-	(6,698,060)	-	-	(6,698,060)	-
Change in net position	<u>6,773,667</u>	<u>2,880,963</u>	<u>3,124,456</u>	<u>(66,854)</u>	<u>12,712,232</u>	<u>445,014</u>
Total net position, beginning, as restated	<u>57,671,217</u>	<u>110,672,427</u>	<u>32,763,530</u>	<u>4,366,209</u>		<u>10,527,893</u>
Total net position, ending	<u>\$ 64,444,884</u>	<u>\$ 113,553,390</u>	<u>\$ 35,887,986</u>	<u>\$ 4,299,355</u>		<u>\$ 10,972,907</u>
Adjustment to reflect the consolidation of internal service fund activities related to the enterprise funds.					<u>60,524</u>	
Change in net position of business-type activities					<u>\$ 12,772,757</u>	

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2021

	Nonmajor				Governmental
	Water	Sewer	Storm Water	Enterprise Funds	Activities- Internal Service Funds
Cash flows from operating activities					
Receipts from customers	\$ 20,916,001	\$ 18,874,386	\$ 3,237,103	\$ 2,838,683	\$ 45,866,173
Payments to suppliers	(9,782,631)	(7,856,574)	(85,034)	(1,709,732)	(19,433,971)
Payments to employees	(1,438,250)	(1,193,326)	(505,337)	(890,516)	(4,027,429)
Net cash provided by operating activities	9,695,120	9,824,486	2,646,732	238,435	22,404,773
Cash flows from noncapital financing activities					
Payments received on interfund accounts	-	-	-	-	-
Payments made on interfund accounts	-	-	(51,169)	(83,496)	(134,665)
Remaining WRA surcharges payment	-	(6,698,060)	-	-	(6,698,060)
Loans issued to other funds	-	-	-	-	-
Loans received from other funds	-	-	-	47,875	47,875
Transfers from other funds	96,498	251,568	-	3,878	351,944
Transfers to other funds	(323,990)	(200,000)	-	-	(523,990)
Net cash provided (used) by noncapital financing activities	(227,492)	(6,646,492)	(51,169)	(31,743)	(6,956,896)
Cash flows from capital and related financing activities					
Proceeds from issuance of general obligation bonds	-	-	3,382,289	-	3,382,289
Purchase of capital assets	(1,921,764)	(1,578,848)	(528,948)	(47,875)	(4,077,435)
Principal paid on long-term debt	(1,723,263)	(667,077)	(4,495,000)	-	(6,885,340)
Interest paid on long-term debt	(684,849)	(167,471)	(371,684)	-	(1,224,004)
Net cash (used) by capital and related financing activities	(4,329,876)	(2,413,396)	(2,013,343)	(47,875)	(8,804,490)
Cash flows from investing activities					
Interest received	11,503	7,008	7,493	3,080	29,084
Net cash provided (used) by investing activities	11,503	7,008	7,493	3,080	29,084
Net increase (decrease) in cash and cash equivalents	5,149,255	771,606	589,713	161,897	6,672,471
Balances, beginning of year	21,048,628	19,081,494	2,307,672	912,537	43,350,331
Balances, end of year	\$ 26,197,883	\$ 19,853,100	\$ 2,897,385	\$ 1,074,434	\$ 50,022,802
Reconciliation of operating income (loss) to net cash provided by operating activities					
Operating income (loss)	\$ 5,573,878	\$ 6,760,442	\$ 1,321,416	\$ (68,709)	\$ 13,587,027
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:					
Depreciation	1,472,406	2,788,835	1,088,274	196,829	5,546,344
Capital contributions	-	-	416,706	-	416,706
Changes in assets and liabilities:					
Receivables, net	2,539,272	(146,299)	(59,305)	(25,365)	2,308,303
Prepaid expenses	-	-	-	-	-
Inventory	(804)	3,896	-	14,505	17,597
Accounts and other payables	110,368	417,612	(120,359)	121,175	528,796
Claims payable	-	-	-	-	-
Net cash provided by operating activities	\$ 9,695,120	\$ 9,824,486	\$ 2,646,732	\$ 238,435	\$ 22,404,773
Noncash capital and related financing activities:					
Contribution of capital assets	\$ 1,995,913	\$ 2,866,638	\$ 1,668,828	\$ -	\$ 6,531,379

The notes to the financial statements are an integral part of this statement.

Notes to the Financial Statements

City of Ankeny, Iowa

June 30, 2021

Note 1 - Summary of Significant Accounting Policies

The following is a summary of significant accounting policies employed in the preparation of these financial statements.

Reporting Entity

The City of Ankeny (the "City") is a political subdivision of the State of Iowa located in Polk County. It was first incorporated in 1903 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council-Manager form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, health and social services, culture and recreation, community and economic development and general government services. It also operates the Otter Creek Golf Course and provides water, sewer, solid waste and storm water utilities.

The financial statements of the City have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board.

In accordance with the Codification of Governmental Accounting and Financial Reporting Standards, the City has considered all potential organizations for which the nature and significance of their relationships with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

The blended component units discussed below are included in the City's reporting entity because of the nature and significance of their relationship with the City and the ongoing financial support. They are, in substance, part of the primary government's operations, even though they are legally separate entities. They provide services entirely to benefit the primary government. The component units are blended component units and are presented as funds of the City.

The Ankeny Sports Complex Foundation was created for the purpose of raising funds to assist in the construction of the Prairie Ridge Youth Sports Complex, which is a facility operated and maintained by the City. All board members are appointed by the Mayor. The Ankeny Sports Complex Foundation is a blended component unit because it exclusively provides services to the City and benefits the City directly by collecting restricted donations used to purchase capital assets for the City, thereby representing a financial benefit to the City. The Ankeny Sports Complex Foundation is presented as a special revenue fund and has a June 30 year-end.

The Friends of the Ankeny Library was created for the purpose of raising funds for the Ankeny Kirkendall Public Library, which is a facility operated and maintained by the City. All board members are appointed by the Mayor. The Friends of the Ankeny Library is a blended component unit because it exclusively provides services to the City and benefits the City directly by collecting restricted donations used to provide operational programs and to purchase capital assets for the City, thereby representing a financial benefit to the City. Friends of the Ankeny Library is presented as a special revenue fund and has a June 30 year-end.

Separate financial statements for the component units can be obtained from the City of Ankeny, Finance

Department, 410 West First Street, Ankeny, Iowa 50023.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounts of the City are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

The City has the following fund types:

Governmental funds are used to account for the City's general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means that the amount of the transaction can be determined and "available" means collected within the current period or expected to be collected soon enough thereafter to pay liabilities of the current period. The City considers all revenues available if they are collected within 60 days after year-end.

Property taxes, service charges, special assessments, intergovernmental revenue, and interest revenue are susceptible to accrual. Licenses and permits, fines and forfeitures, and other miscellaneous receipts become measurable and available when cash is received by the City and are recognized as revenue at that time. Proceeds of general long-term debt are reported as other financing sources.

Intergovernmental revenues are recognized at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure driven grants, however, are recognized as revenue when the qualifying expenditures have been incurred, all other grant requirements have been met and the amounts are available.

Expenditures are recorded when the related fund liability is incurred, except for certain long-term obligations, including debt service principal and interest, compensated absences and claims and judgments. Expenditures related to such liabilities are only recognized under modified accrual accounting when they mature (when due).

When an expenditure is incurred in governmental funds which can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the expenditure toward restricted fund balance and then to less-restrictive classifications—committed, assigned and then unassigned fund balances.

Governmental funds include the following fund types:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those accounted for in another fund.

The *Special Revenue Funds* account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

The *Debt Service Fund* accounts for the servicing of general long-term debt not being financed by proprietary funds.

The *Capital Projects Fund* accounts for and reports financial resources that are restricted, committed, or assigned to expenditures for capital outlay including the acquisition or construction of capital facilities and other capital assets.

Proprietary funds are accounted for using the flow of economic resources measurement focus and the full accrual basis of accounting. Under this method, revenues are recognized when earned and expenses are recognized at the time the liabilities are incurred. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues from the

City's proprietary funds are charges to customers for sales, rentals and services. Operating expenses for the proprietary funds include cost of personal services, contractual services, operating supplies, self-insurance claims and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Proprietary funds include the following fund types:

The *Enterprise Funds* are used to account for those operations that are financed and operated in a manner similar to private business or where the City Council has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

The *Internal Service Funds* account for operations that provide services to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis.

The City maintains its financial records on the cash basis. The financial statements of the City are prepared by making memorandum adjusting entries to the cash basis financial statements.

The financial statements presented by the City are organized in the following manner:

The basic financial statements include the government-wide financial statements (based on the City as a whole) and the fund financial statements. The government-wide statements present consolidated information from both the governmental and business-type activities using the economic resources measurement focus and the accrual basis of accounting. The government-wide statements are the Statement of Net Position and the Statement of Activities.

The Statement of Net Position presents the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Net position is reported in the following categories:

Net investment in capital assets consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances for bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.

Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of net position not meeting the definition of the preceding categories. Unrestricted net position is often subject to constraints imposed by management which can be removed or modified.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The Statement of Activities presents, for each City activity, the extent to which direct expenses are being supported by program revenues or by general revenues. Direct expenses are those that are clearly identifiable with the specific activity (including depreciation). Program revenues are charges, grants, contributions, or other revenues that are either restricted for use or are directly associated with the particular activity. General revenues include interest, taxes, and other revenues used to support City operations that are not directly associated with a particular activity.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When one City activity charges another City activity for a direct expense, the direct expense of the activity is not eliminated from that activity's expenses; however, the corresponding revenue and expense of the activity receiving the reimbursement is eliminated. The City does not employ an indirect cost allocation system.

Governmental activities in the government-wide statements include the operations from the governmental funds: general fund, special revenue funds, debt service fund and capital projects fund adjusted from the modified accrual

to the full accrual basis of accounting. Governmental activities also include the activities from the internal service funds, because their operations are governmental in nature. Business-type activities in the government-wide statements are comprised of the enterprise funds.

The fund financial statements present the City's activities at the fund level rather than on a city-wide basis. The fund financial statements report the governmental funds using the modified accrual basis of accounting and the proprietary funds using the full accrual basis of accounting. The fund financial statements for both the governmental and the proprietary funds report the major funds individually and the nonmajor funds combined.

GASB Statement No. 34 sets forth the minimum criteria for the determination of major funds. If a fund's assets and deferred outflows, liabilities and deferred inflows, revenues or expenditures/expenses are at least ten percent of those of its fund type and at least five percent of those of both governmental funds and enterprise funds, then it must be a major fund.

The City has the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Debt Service Fund* accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

The *Road Use Tax Fund* accounts for state revenues allocated to the City for maintenance and improvement of City streets.

The *Tax Increment Financing Fund*, a special revenue fund, accounts for taxes collected on the incremental increase in the value of property located within the tax increment financing districts and to be used for activities within those districts.

The *Capital Projects Fund* accounts for the acquisition of capital assets or construction of major capital projects not being financed by proprietary funds.

The City has the following major enterprise funds:

The *Water Fund* accounts for the operation and maintenance of the municipal water infrastructure including towers, pumps, wells and pipes, and accounts for the provision of water to the City.

The *Sewer Fund* accounts for the operations and maintenance of the sanitary sewer collection system and its related sewer infrastructure.

The *Storm Water Fund* accounts for the City's storm water utility including activities related to public education, street cleaning, drainage improvements, and regulatory compliance.

The nonmajor funds are shown combined in the fund financial statements but are presented individually in the supplementary information following the notes to the financial statements.

The internal service funds are shown combined at the far right of the proprietary fund financial statements. The individual internal service funds are presented in the supplementary information. The City has the following internal service funds:

The *Central Garage Fund* accounts for the operations of a central vehicle maintenance garage. All costs incurred for vehicle maintenance operations are charged to departments on a cost reimbursement basis.

The *Risk Management Fund* accounts for the purchase of insurance and related activities. All costs incurred for such activities are charged to funds based upon property value and employee wages and are allocated on a cost

reimbursement basis.

The *Equipment Reserve Fund* accounts for a revolving loan fund that provides low interest loans to departments to purchase equipment. The loans are designed on a cost reimbursement basis.

The *Sustainability Revolving Loan Fund* accounts for a revolving loan fund that provides no-interest loans to other departments for energy efficiency projects such as energy-efficient building retrofits and commissioning; the incremental costs of purchasing fuel-efficient hybrid vehicles instead of conventional vehicles; or other modest energy-efficiency improvement projects.

The *Economic Development Revolving Fund* accounts for a revolving loan fund that provides financial assistance to local businesses.

The *Health Insurance Fund* accounts for insurance claims against the City and the administration of the self-insured plan. All paid claims and administration costs are charged to departments as premiums based on employee coverage. Premiums are designed on a cost reimbursement basis.

The modified accrual basis of accounting as employed by the governmental funds and the full accrual basis of accounting as employed by the proprietary funds have numerous timing and treatment differences. Differences that include the recording of long-term liabilities, the recording of capital asset purchases and disposals and the timing of recognized revenues. Reconciliations are provided for governmental funds to reconcile fund balance to net position and to reconcile the changes in fund balance to the changes in net position.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Fund Equity

The following accounting policies are followed in preparing the financial statements:

Cash, Cash Equivalents and Pooled Investments

The City pools cash from all funds except for cash and investments held with fiscal agents in order to maximize interest returns. Accounting records are maintained to show the portion of the pooled account attributable to each participating fund. Fund cash deficits are treated as interfund loans.

The City considers petty cash, bank deposits, certificates of deposit and investments in open-end mutual funds to be cash or cash equivalents. Short-term investments with original maturities of three months or less are also considered cash equivalents.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by City Council; Iowa Public Agency Investment Trust (IPAIT); prime eligible bankers acceptances; certain highly rated commercial paper or other short-term corporate debt; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Investments for the City are reported at their fair value based on market prices as of June 30.

Investment income includes interest income and the net increase (decrease) in the fair value of investments that includes realized and unrealized gains and losses on investments.

Property Tax Receivable, Including Tax Increment Financing

Property tax, including tax increment financing, in governmental funds is accounted for using the modified accrual basis of accounting.

Property tax receivable is recognized in these funds on the levy or lien date, which is the date the tax asking is

certified by the City to the County Board of Supervisors. Current year property tax receivable represent taxes collected by the County but not remitted to the City at June 30, 2021 and unpaid taxes. The succeeding year property tax receivable represent taxes certified by the City to be collected in the next fiscal year for the purposes set out in the budget for the next fiscal year. By statute, the City is required to certify its budget to the County Auditor by March 31 of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable have been recorded, the related revenue is reported as a deferred inflow of resources in both the government-wide and fund financial statements and will not be recognized as revenue until the year for which it is levied.

Property tax revenues recognized in these funds become due and collectible in September and March of the current fiscal year with a 1½% per month penalty for delinquent payments; is based on January 1, 2019 assessed property valuations; is for the tax accrual period July 1, 2020 through June 30, 2021 and reflects tax asking contained in the budget certified to the County Board of Supervisors in March 2020.

Inventory and Prepaid Items

Inventories are valued at cost using the first-in/first-out method and consist of expendable supplies. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenses when consumed rather than when purchased.

Interfund Balances

Transactions between funds that are representative of long-term lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “advances to/from other funds” to indicate the non-current nature of the interfund loans. All other outstanding balances between funds are expected to be repaid within one year and reported as “due to/from other funds.”

Interfund balances are eliminated at the government-wide level. Those that are between governmental and business-type activities are shown as internal balances and eliminated from the totals column. Those that are between funds that are within the same activity are eliminated altogether.

Restricted Assets

Certain proceeds of the City’s water and sewer fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted net position on the statement of net position. These assets are restricted due to revenue bond covenants requiring that monies be set aside and used solely for the protection and repayment of the revenue bond holders.

The City also has restricted assets relating to customer deposits.

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first and then unrestricted resources as they are needed.

Capital Assets

Capital assets used in governmental and business-type activities of the City are recorded at cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value. Acquisition value is the price that would have been paid to acquire a capital asset with equivalent service potential. The costs of normal

maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized.

All assets capitalized by the City must have a useful life of two years or more and have a cost that exceeds the following minimum thresholds:

Asset Class	Amount
Infrastructure	\$ 50,000
Other improvements	25,000
Buildings	25,000
Machinery and equipment	5,000

Capital assets of the City are depreciated/amortized using the straight-line method with half-year convention over the following estimated useful lives:

Asset Class	Estimated Useful Lives (In Years)
Infrastructure	20-60
Other improvements	10-30
Buildings	30
Machinery and equipment	3-10

Capital assets are reported at the fund level for proprietary funds but not for governmental funds.

The City's collection of works of art, library books, and similar assets are not capitalized. These collections are unencumbered, held for exhibition and education, protected, cared for and preserved, and subject to City policy that requires proceeds from the sale of these items to be used to acquire other collection items.

Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net position applicable to a future year(s) which will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension and OPEB expense and contributions from the City after the measurement date but before the end of the City's reporting period.

Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacation pay is payable to employees upon termination or retirement while sick pay is payable only upon termination to employees of the American Federation of State, County and Municipal Employees and Ankeny Police Department Employees Unions. A liability has been recorded for all earned but unused vacation benefits, and for those earned but unused sick leave benefits that vest in the governmental and business-type activities at the government-wide level.

Accrued vacation and sick leave benefits are reported as a liability in the proprietary funds using the same basis as the activities at the government-wide level. In governmental funds, however, these accrued benefits are not considered due and are not reported as a fund liability. The compensated absences liability has been computed based on rates of pay in effect at June 30, 2021. Compensated absences attributable to governmental activities are generally liquidated by the general fund and the road use tax fund.

Long-Term Liabilities

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations

are reported as liabilities in the applicable governmental or business-type activities column in the Statement of Net Position and the proprietary fund Statement of Net Position.

In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Iowa Public Employees' Retirement System (IPERS) and of the Municipal Fire and Police Retirement System of Iowa (MFPRSI) and additions to/deductions from IPERS' and MFPRSI's fiduciary net position have been determined on the same basis as they are reported by IPERS and MFPRSI. For this purpose, benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid primarily by the general fund and the road use tax fund.

Total OPEB Liability

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB, deferred inflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. The total OPEB liability attributable to the governmental activities will be paid primarily by the general fund.

Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position applicable to future year(s) which will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources in the governmental fund financial statements represent the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources consist of property tax receivable and other receivables not collected within sixty days after year end.

Deferred inflows of resources in the Statement of Net Position consist of succeeding year property tax and tax increment financing receivable that will not be recognized as revenue until the year for which they are levied, unrecognized items not yet charged to pension expense and OPEB expense and the unamortized portion of the net difference between projected and actual earnings on pension plan assets.

Fund Equity

In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable – Amounts which cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted – Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Committed – Amounts which can only be used for specific purposes pursuant to constraints formally imposed by the

City Council through ordinance or resolution approved prior to year-end. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same action it employed to commit those amounts.

Assigned – Amounts which the City intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance. These amounts are designated by City Council through informal processes, such as by City policy.

Unassigned – All amounts not included in the preceding classifications. The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Components of Governmental Fund Balance

As of June 30, 2021, fund balances are composed of the following:

	General	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental	Total
Nonspendable							
Inventory	\$ 2,369	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,369
Restricted for							
Debt service	-	1,813,014	-	-	-	-	1,813,014
Capital projects	-	-	-	-	37,284,937	-	37,284,937
Community and economic development	-	-	-	2,114,296	-	3,756,369	5,870,665
Public works	-	-	9,215,343	-	-	100,530	9,315,873
Public safety retirement	-	-	-	-	-	1,886,566	1,886,566
Police activities	-	-	-	-	-	95,114	95,114
Fire activities	-	-	-	-	-	24,733	24,733
Cultural programs	298,213	-	-	-	-	-	298,213
Parks activities	-	-	-	-	-	783,462	783,462
Library activities	-	-	-	-	-	80,185	80,185
Total restricted	298,213	1,813,014	9,215,343	2,114,296	37,284,937	6,726,959	57,452,762
Unassigned	27,309,460	-	-	-	-	-	27,309,460
Total fund balance	\$ 27,610,042	\$ 1,813,014	\$ 9,215,343	\$ 2,114,296	\$ 37,284,937	\$ 6,726,959	\$ 84,764,591

Net Position

Net position represents the difference between assets, deferred outflows of resources, liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances for bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds. Net position is reported as restricted when there are limitations imposed on their use through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Restricted net position consists of \$4,068,637 restricted by donors, \$13,406,023 restricted by other governments, \$880,151 restricted through enabling legislation, \$3,522,855 restricted for capital projects and \$4,033,980 restricted for debt service.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Note 2 - Stewardship, Compliance and Accountability

As allowed by GASB Statement No. 41, *Budgetary Comparison Schedules – Perspective Differences*, the City presents budgetary comparison schedules as required supplementary information based on the program structure of nine functional areas as required by state statute for its legally adopted budget.

Note 3 - Deposits and Investments

Cash and investments as of June 30, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and cash equivalents	\$ 135,632,145
Restricted cash and cash equivalents	2,916,493
Investments	9,994,274
Total cash and investments	<u>\$ 148,542,912</u>

Risk Exposure

The City manages its exposure to *interest rate risk* through its investment policy by limiting the maturities of investments of operating funds to 397 days and the investment of commercial paper and short-term corporate debt to 270 days. Reserve funds may be invested for greater than 397 days. The following table shows the distribution of the City's investments by maturity:

Security Description	Current Fair Value	Investment Maturity (in Years)		
		< 1	1-5	6-10
Commercial Paper	\$ 9,994,274	\$ 9,994,274	\$ -	\$ -
Grand Total	\$ 9,994,274	\$ 9,994,274	\$ -	\$ -

The City also held certificates of deposit totaling \$25,500,000. Of this total, \$18,500,000 had original maturities of 6 months to 1 year and \$7,000,000 had original maturities of 1 year to 3 years.

The City manages its exposure to *concentration risk* by seeking diversification to reduce overall portfolio risk pursuant to the City's investment policy. The policy requires that with the exception of U.S. Treasury securities, no more than 50% of the City's total investment policy will be invested in a single security type. The City invests in securities with varying maturities. Certificates of deposit will be limited to the amount approved by City Council for each financial institution in accordance with Chapter 12C of the Code of Iowa. Commercial paper and other short-term corporate debt are limited to no more than 10% of its investment portfolio and to no more than 5% in the securities of a single issuer. More than 6.7% of the City's investments are in Bank of China (50%) and Natixis (50%).

The City manages its exposure to *credit risk* by limiting its purchase of commercial paper and other short-term corporate debt to securities rated in the two highest classifications as established by one of the standard rating services approved by the State of Iowa Superintendent of Banking. Ratings are evaluated at time of purchase.

Commercial paper of \$9,994,274 held by the City were rated P1 by Moody's Investors Service and A1 by Standard & Poor's at the time of purchase.

Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the City's deposits may not be returned to it. As of June 30, 2021, the carrying amount of the City's cash deposits, which include certificates of deposit, totaled \$138,548,047 with bank balances of \$140,675,125. The bank balances are covered entirely by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to ensure there will be no loss of public funds.

Custodial credit risk – investments. The custodial credit risk of investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. To limit its exposure, the City's investment officials are bonded to protect loss of public funds against possible embezzlement and/or malfeasance, and exclusively invest with brokers/deals authorized by the City.

Fair Value Measurements

The City uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures.

The City follows an accounting standard that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the quality of inputs used to measure fair value, and requires expanded disclosures about fair value measurements. In accordance with this standard, the City has categorized its investments, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Financial assets and liabilities recorded on the combined statement of financial position are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Financial assets and liabilities are valued using inputs that are unadjusted quoted prices in active markets accessible at the measurement date of identical financial assets and liabilities.

Level 2 – Financial assets and liabilities are valued based on quoted prices for similar assets, or inputs that are observable, either directly or indirectly for substantially the full term through corroboration with observable market data.

Level 3 – Financial assets and liabilities are valued using pricing inputs which are unobservable for the asset, inputs that reflect the reporting entity's own assumptions about the assumptions market participants and would use in pricing the asset.

The City has the following recurring fair value measurements as of June 30, 2021:

Investments by Fair Value Level	June 30, 2021	Level 1	Level 2	Level 3
Commercial paper	\$ 9,994,274	\$ -	\$ 9,994,274	\$ -
Grand Total	\$ 9,994,274	\$ -	\$ 9,994,274	\$ -

Note 4 - Capital Assets

Capital asset activity for the year ended June 30, 2021, is as follows:

Governmental activities:	Balance 6/30/2020 ⁽¹⁾	Increases	Decreases	Balance June 30, 2021
Undepreciated:				
Land	\$ 10,090,136	\$ 128,920	\$ -	\$ 10,219,056
Construction in progress	47,900,942	21,666,007	38,532,733	31,034,216
Total, undepreciated	57,991,078	21,794,927	38,532,733	41,253,272
Depreciated:				
Other improvements	45,138,039	3,494,185	-	48,632,224
Infrastructure	229,845,423	27,938,542	-	257,783,965
Buildings	47,246,617	16,402,945	-	63,649,562
Machinery and equipment	19,893,427	1,446,440	461,463	20,878,404
Furniture and fixtures	1,459,706	-	-	1,459,706
Total, depreciated	343,583,212	49,282,112	461,463	392,403,861
Accumulated depreciation:				
Other improvements	23,167,502	2,068,477	-	25,235,979
Infrastructure	51,558,118	4,901,646	-	56,459,764
Buildings	21,498,678	2,088,887	-	23,587,565
Machinery and equipment	15,557,387	1,298,791	423,278	16,432,900
Furniture and fixtures	1,459,709	-	-	1,459,709
Total accumulated depreciation	113,241,394	10,357,801	423,278	123,175,917
Governmental activities capital assets, net	\$ 288,332,896	\$ 60,719,238	\$ 38,570,918	\$ 310,481,216

Business-type activities:	Balance 6/30/2020 ⁽¹⁾	Increases	Decreases	Balance June 30, 2021
Undepreciated:				
Land	\$ 2,111,120	\$ 41,687	\$ -	\$ 2,152,807
Construction in progress	13,684,010	2,806,780	11,867,471	4,623,319
Total, undepreciated	15,795,130	2,848,467	11,867,471	6,776,126
Depreciated:				
Other improvements	614,803	-	-	614,803
Infrastructure	250,996,179	19,477,030	-	270,473,209
Buildings	4,719,660	-	-	4,719,660
Machinery and equipment	3,839,997	150,786	79,444	3,911,339
Furniture and fixtures	64,542	-	-	64,542
Total, depreciated	260,235,181	19,627,816	79,444	279,783,553
Accumulated depreciation:				
Other improvements	500,225	7,110	-	507,335
Infrastructure	70,960,908	5,148,884	-	76,109,792
Buildings	1,640,397	146,875	-	1,787,272
Machinery and equipment	2,840,864	243,475	79,444	3,004,895
Furniture and fixtures	64,538	-	-	64,538
Total accumulated depreciation	76,006,932	5,546,344	79,444	81,473,832
Business-type activities capital assets, net	\$ 200,023,379	\$ 16,929,939	\$ 11,867,471	\$ 205,085,847

⁽¹⁾ Restated

Depreciation expense was charged to the activities of the primary government as follows:

Governmental activities:	
Public safety	\$ 2,055,538
Culture and recreation	2,686,768
Public works	5,462,147
General government	153,348
Total depreciation expense - governmental activities	<u>\$ 10,357,801</u>
Business-type activities:	
Water	\$ 1,472,406
Sewer	2,788,835
Storm water	1,088,274
Otter Creek golf course	196,829
Total depreciation expense - business-type activities	<u>\$ 5,546,344</u>

Note 5 - Interfund Receivables, Payables and Transfers

Due To/From Other Funds:

Receivable Fund	Payable Fund	Amount
Nonmajor, internal service	General fund	18,508
	Enterprise, storm water	25,268
	Enterprise, Otter Creek golf course	81,005
		<u>\$124,781</u>

Advances To/From Other Funds:

Receivable Fund	Payable Fund	Amount
Nonmajor, internal service	General fund	\$9,366
	Enterprise, Otter Creek golf course	87,205
		<u>\$96,571</u>

Interfund balances result from financing activities for the acquisition of capital equipment and improvements. The internal service fund, equipment reserve fund, loans to other funds for the acquisition of capital equipment; the resulting loan is reported as an interfund receivable/payable.

Interfund transfers for the year ended June 30, 2021 were as follows:

Transfers Out	Transfers In						Total
	General	Debt Service	Capital Projects	Water	Sewer	Nonmajor Enterprise	
General	\$ -	\$ 84,600	\$ 540,000	\$ -	\$ -	\$ -	\$ 624,600
Road Use Tax	-	88,583	1,800,000	-	-	-	1,888,583
Tax Increment Financing	-	7,381,412	-	-	-	-	7,381,412
Water	200,000	-	123,990	-	-	-	323,990
Sewer	200,000	-	-	-	-	-	200,000
Nonmajor Governmental	-	-	2,011,720	96,498	251,568	3,878	2,363,664
	<u>\$400,000</u>	<u>\$ 7,554,595</u>	<u>\$4,475,710</u>	<u>\$96,498</u>	<u>\$251,568</u>	<u>\$ 3,878</u>	<u>\$12,782,249</u>

Transfers are used to move resources from the fund that will be providing the resources to the fund in which certain expenditures/expenses are being accounted for. Transfers are generally used to fund debt service.

Note 6 - Unearned Revenue

Under both the accrual and the modified accrual methods of accounting, revenue may be recognized only when it is earned. If assets are recognized in connection with a transaction before the earnings process is complete, those assets must be offset with a corresponding liability for unearned revenue. The following funds had unearned revenue at June 30, 2021:

Special Revenue:			
Tax Increment Financing	DART lease agreement	\$	101,120
Enterprise:			
Water	Unearned charges		9,362
Water	ARPA grant		<u>3,047,172</u>
			3,056,534
			<u>\$ 3,157,654</u>

Note 7 - Long-Term Debt

General obligation bonds and capital loan notes. The City issues general obligation bonds and capital loan notes to provide funds for the acquisition and construction of infrastructure, major capital facilities, and other major capital assets. General obligation bonds and capital loan notes have been issued for both general governmental and proprietary activities. These bonds and capital loan notes are reported in proprietary funds if they are expected to be repaid from proprietary fund revenues. General obligation bonds, revenue bonds and capital loan notes as of June 30, 2021 consist of the following individual issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2021
Refunding	05/29/14	06/01/29	\$ 14,885,000	3.000 - 4.000	\$ 8,910,000
Various public improvements	05/29/14	06/01/29	12,345,000	3.000 - 5.000	7,600,000
Advance refunding	12/22/14	06/01/28	22,450,000	3.250 - 5.000	12,725,000
Various public improvements	05/28/15	06/01/25	7,750,000	2.000 - 5.000	3,020,000
Refunding	05/28/15	06/01/24	2,200,000	2.000 - 5.000	805,000
Advance refunding	03/31/16	06/01/28	13,090,000	2.000 - 5.000	5,085,000
Various public improvements	05/25/16	06/01/26	13,000,000	2.000	4,435,000
Various public improvements	05/31/17	06/01/27	11,675,000	2.125 - 5.000	5,740,000
Various public improvements	05/30/18	06/01/28	17,970,000	3.000 - 5.000	10,815,000
Various public improvements	05/28/19	06/01/29	20,740,000	4.000 - 5.000	14,935,000
Various public improvements	06/09/20	06/01/30	17,520,000	4.000 - 5.000	12,530,000
Various public improvements	06/09/21	06/01/31	25,045,000	3.000 - 5.000	25,045,000
			<u>\$ 178,670,000</u>		<u>\$ 111,645,000</u>

On June 9, 2021, the City issued General Obligation Bonds, Series 2021A totaling \$25,045,000 with interest rates ranging from 3.000% to 5.000%. The proceeds were used to current refund the outstanding \$9,945,000 General Obligation Refunding Bonds, Series 2013A and the outstanding \$6,990,000 General Obligation Bonds, Series 2013B and to construct various capital improvement projects. The current refunding was done to reduce aggregate debt service payments of \$1,679,622 over the next 7 years and obtain an economic gain (difference between the present values of the old and new debt service payments) of \$1,642,276.

Future debt service requirements for outstanding general obligation bonds and capital loan notes are as follows:

Year Ending	June 30	Principal	Interest	Total
2022	\$	18,650,000	\$ 4,706,250	\$ 23,356,250
2023		16,325,000	3,836,844	20,161,844
2024		15,025,000	3,101,443	18,126,443
2025		14,005,000	2,477,344	16,482,344
2026		13,950,000	1,876,150	15,826,150
2027-2031		33,690,000	2,494,362	36,184,362
	<u>\$</u>	<u>111,645,000</u>	<u>\$ 18,492,393</u>	<u>\$ 130,137,393</u>

Accumulated fund balances in the Debt Service Fund are legally restricted for the repayment of debt service. The fund balance at June 30, 2021 in the Debt Service Fund is \$1,813,014.

Sewer revenue bonds. The City issues sewer revenue bonds to provide for the construction of sewer system infrastructure. These bonds are reported in the sewer fund in the enterprise funds. Sewer revenue bonds as of June 30, 2021 consist of the following issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2021
Various sewer improvements	05/15/14	05/01/26	\$ 2,315,000	3.000	\$ 1,135,000
Advance refunding	05/15/14	05/01/28	4,805,000	3.000	2,820,000
			<u>\$ 7,120,000</u>		<u>\$ 3,955,000</u>

Future debt service requirements for the outstanding sewer revenue bonds are as follows:

Year Ending				
June 30	Principal	Interest	Total	
2022	\$ 580,000	\$ 120,288	\$ 700,288	
2023	595,000	102,888	697,888	
2024	615,000	85,038	700,038	
2025	635,000	66,588	701,588	
2026	660,000	47,538	707,538	
2027-2028	870,000	42,035	912,035	
	<u>\$ 3,955,000</u>	<u>\$ 464,375</u>	<u>\$ 4,419,375</u>	

The City has pledged future sewer customer revenues, net of specified operating expenses, to repay \$7,120,000 in sewer revenue bonds. Proceeds from the bonds provided financing for various sewer improvement projects. The bonds are payable solely from sewer customer net revenues and are payable through 2028. Annual principal and interest payments on the bonds are expected to require less than 90% of net revenues. The total principal and interest remaining to be paid on the bonds is \$4,419,375. Principal and interest paid for the current year and total customer net revenues were \$697,088 and \$9,563,942, respectively.

The following provisions are included in the sewer revenue bond agreements:

Cash from the Sewer Fund shall be transferred monthly into the Sewer Sinking Fund to pay the interest on, and to redeem the principal amount of, the bonds at maturity. The monthly transfers must be equal to one-third of the interest due on the next payment date plus one-sixth of the principal maturing on the next retirement date.

Cash from the Sewer Fund shall be transferred into the Sewer Reserve Fund to maintain a balance which is equal to the lesser of 1) the maximum amount of principal and interest coming due on the bonds in any succeeding fiscal year, 2) 10% of the stated principal amount of the bonds and any parity obligations outstanding, or 3) 125% of the average amount of principal and interest coming due on the bonds and any parity obligations in any succeeding fiscal year.

The amount restricted in the Sewer Fund as of June 30, 2021 relating to these provisions is \$824,252.

Water revenue bonds and capital loan notes. The City issues water revenue bonds and capital loan notes to provide for the construction of water system infrastructure. This debt is reported in the water fund in the enterprise funds. Water revenue bonds and capital loan notes as of June 30, 2021 consist of the following issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2021
Refunding	05/15/14	06/01/23	\$ 1,890,000	3.000	\$ 465,000
Advance refunding	05/15/14	06/01/28	6,000,000	3.000 - 3.250	3,150,000
Various water improvements	05/31/17	06/01/29	1,605,000	2.250 - 4.000	1,145,000
Various water improvements	05/30/18	06/01/33	5,990,000	3.000 - 5.000	5,055,000
Various water improvements	05/28/19	06/01/34	5,090,000	3.000 - 5.000	4,595,000
Various water improvements	06/09/20	06/01/35	3,375,000	2.000 - 3.000	3,255,000
			<u>\$ 23,950,000</u>		<u>\$ 17,665,000</u>

Future debt service requirements for the outstanding water revenue bonds and capital loan notes are as follows:

Year Ending June 30	Principal	Interest	Total
2022	\$ 1,665,000	\$ 602,669	\$ 2,267,669
2023	1,735,000	539,469	2,274,469
2024	1,550,000	480,519	2,030,519
2025	1,610,000	419,569	2,029,569
2026	1,405,000	356,119	1,761,119
2027-2031	6,385,000	1,045,106	7,430,106
2032-2035	3,315,000	187,462	3,502,462
	<u>\$ 17,665,000</u>	<u>\$ 3,630,913</u>	<u>\$ 21,295,913</u>

The City has pledged future water customer revenues, net of specified operating expenses, to repay \$23,950,000 in water revenue bonds and capital loan notes. Proceeds from the bonds and notes provided financing for various water improvement projects. The bonds and notes are payable solely from water customer net revenues and are payable through 2041. Annual principal and interest payments on the bonds and notes are expected to require less than 90% of net revenues. The total principal and interest remaining to be paid on the bonds and notes is \$21,295,913. Principal and interest paid for the current year and total customer net revenues were \$2,258,434 and \$7,057,015, respectively.

The City was approved on April 23, 2021, for a State Revolving Fund loan from the Iowa Finance Authority in the amount of \$2,865,000. The funds were available to draw as of that date but none had been drawn as of June 30, 2021.

The following provisions are included in the water revenue bond agreements:

Cash from the Water Fund shall be transferred monthly into the Water Sinking Fund to pay the interest on, and to redeem the principal amount of, the bonds at maturity. The monthly transfers must be equal to one-sixth of the interest due on the next payment date plus one-twelfth of the principal maturing on the next retirement date.

Cash from the Water Fund shall be transferred into the Water Reserve Fund to maintain a balance which is equal to the lesser of 1) the maximum amount of principal and interest coming due on the bonds in any succeeding fiscal year, 2) 10% of the stated principal amount of the bonds and any parity obligations outstanding, or 3) 125% of the average amount of principal and interest coming due on the bonds and any parity obligations in any succeeding fiscal year.

The amount restricted in the Water Fund as of June 30, 2021 relating to these provisions is \$1,753,989.

Changes in Long-term Debt. The following is a summary of the changes in the long-term debt of the City for the year ended June 30, 2021.

	Balance June 30, 2020	Increases	Decreases	Balance June 30, 2021	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 96,608,660	\$ 22,148,000	\$ 29,458,660	\$ 89,298,000	\$ 16,042,667
Capital loan notes	14,040,000	-	1,315,000	12,725,000	1,415,000
Total OPEB liability	1,623,583	737,711	-	2,361,294	-
Compensated absences	1,353,461	1,198,981	979,371	1,573,071	1,110,689
Net pension liability	22,108,813	6,379,782	-	28,488,595	-
Total governmental activities	\$ 135,734,517	\$ 30,464,474	\$ 31,753,031	\$ 134,445,960	\$ 18,568,356
Business-type activities:					
General obligation bonds	\$ 11,446,340	\$ 2,897,000	\$ 4,721,340	\$ 9,622,000	\$ 1,192,333
Water revenue bonds	19,210,000	-	1,545,000	17,665,000	1,665,000
Sewer revenue bonds	4,515,000	-	560,000	3,955,000	580,000
Capital loan notes	59,000	-	59,000	-	-
Total OPEB liability	222,167	103,576	-	325,743	-
Compensated absences	249,706	186,180	128,947	306,939	155,016
Net pension liability	2,270,905	400,576	-	2,671,481	-
Total business-type activities	\$ 37,973,118	\$ 3,587,332	\$ 7,014,287	\$ 34,546,163	\$ 3,592,349
Total long-term debt	\$ 173,707,635	\$ 34,051,806	\$ 38,767,318	\$ 168,992,123	\$ 22,160,705

Bonds and capital loan notes payable are presented on the Statement of Net Position net of unamortized premiums as follows:

	Governmental Activities	Business-type Activities
Premiums:		
Current	\$ 2,238,900	\$ 411,717
Noncurrent	10,344,802	1,911,607
Total	\$ 12,583,702	\$ 2,323,324

Note 8 - Pensions

Iowa Public Employees Retirement System (IPERS)

Plan Description – IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by the Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at PO Box 9117, Des Moines, IA 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment or when the member's years of service plus the member's age at the last birthday equals or

exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55.

The formula used to calculate a regular member's monthly IPERS benefits includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012, will use the highest three-year average salary as of that date if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age which is generally at age 55 and may retire any time after reaching age 50 with 22 or more years of covered employment.

The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for years of service greater than 22 but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month the member receives benefits before the member's earliest normal retirement age. For service earned on or after July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits – A vested member who is awarded a federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions – Contribution rates are established by IPERS following the annual actuarial valuation which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2021, pursuant to the required rate, regular members contributed 6.29% of covered payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%. Protective occupation members contributed 6.41% of covered payroll and the City contributed 9.61% of covered payroll, for a total rate of 16.02%.

The City's contributions to IPERS for the year ended June 30, 2021, totaled \$1,335,693.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2021, the City reported a liability of \$10,716,951 for its proportionate share of the net

pension liability. The net pension liability was measured as of June 30, 2020 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2020, the City's collective proportion was 0.1525602%, which was an increase of .00282% from its proportion measured as of June 30, 2019.

For the year ended June 30, 2021, the City recognized pension expense of \$2,048,827. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 22,029	\$ 253,523
Changes of assumptions	577,922	1,534
Net difference between projected and actual earnings on pension plan investments	651,312	-
Changes in proportion and differences between City contributions and proportionate share of contributions	568,554	2,010
City contributions subsequent to the measurement date	1,336,786	-
Total	\$ 3,156,603	\$ 257,067

\$1,336,786 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Amount
2022	\$ 376,664
2023	393,128
2024	339,405
2025	442,308
2026	11,245
Total	\$ 1,562,750

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions – The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017) 2.60% per annum.

Rates of salary increase (effective June 30, 2017)	3.25 to 16.25% average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00% compounded annually, net of investment expense, including inflation.
Wage growth (effective June 30, 2017)	3.25% per annum based on 2.60% inflation assumption and 0.65% real wage inflation.

The actuarial assumptions used in the June 30, 2020, valuation were based on the results of an economic assumption study dated March 24, 2017, and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2020 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables with MP-2017 generational adjustments.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic equity	22.0%	4.43%
International equity	17.5	5.15
Global smart beta equity	6.0	4.87
Core plus fixed income	28.0	(0.29)
Public credit	4.0	2.29
Cash	1.0	(0.78)
Private equity	11.0	6.54
Private real assets	7.5	4.48
Private credit	3.0	3.11
Total	100.0%	

Discount Rate – The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments to current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate 1% lower (6.00%) or 1% higher (8.00%) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
City's proportionate share of the net pension liability:	\$ 18,345,988	\$ 10,716,951	\$ 4,320,738

IPERS' Fiduciary Net Position – Detailed information about IPERS' fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

Payables to IPERS – At June 30, 2021, the City reported payables to IPERS of \$111,853 for legally required employer contributions and \$74,533 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

Municipal Fire and Police Retirement System of Iowa (MFPRSI)

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, IA 50266 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66% of the member's average final compensation. Members who perform more than 22 years of service receive an additional 2% of the member's average final compensation for each additional year of service, up to a maximum of 8 years. Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen, plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50% surviving spouse benefit.

Active members at least 55 years of age with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4 or 5 year DROP period. When electing to participate in DROP, the member signs a contract stating the member will retire at the end of the selected DROP period. During the DROP period, the member's retirement benefit is frozen, and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits – Disability benefits may be either accidental or ordinary. Accidental disability is defined as a permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60% of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability

occurs outside the call of duty and pays benefits equivalent to the greater of 50% of the member's average final compensation for those with 5 or more years of service or the member's service retirement benefit calculation amount and 25% of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50% of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40% of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50% of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased annually in accordance with Chapter 411.6 of the Code of Iowa, which provides a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions – Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2021.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1% of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa, the City's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 25.31% for the year ended June 30, 2021.

The City's contributions to MFPRSI for the year ended June 30, 2021, totaled \$2,216,680.

If approved by the State Legislature, state appropriations may further reduce the City's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa, therefore, is considered to be a nonemployer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No. 67 – *Financial Reporting for Pension Plans*.

There were no state appropriations to MFPRSI during the year ended June 30, 2021.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2021, the City reported a liability of \$20,443,126 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2020, the City's proportion was 2.56308%, which was an increase of 0.16818% from its proportions measured as of June 30, 2019.

For the year ended June 30, 2021, the City recognized pension expense of \$4,618,630. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 562,075	\$ 111,048
Changes of assumptions	506,400	24,390
Net difference between projected and actual earnings on pension plan investments	3,007,425	-
Changes in proportion and differences between City contributions and proportionate share of contributions	2,303,965	-
City contributions subsequent to the measurement date	2,216,680	-
Total	<u>\$ 8,596,545</u>	<u>\$ 135,438</u>

\$2,216,680 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Amount
2022	\$ 1,588,563
2023	1,841,680
2024	1,689,299
2025	1,056,331
2026	68,554
Total	<u>\$ 6,244,427</u>

Actuarial Assumptions – The total pension liability in the June 30, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation	3.00%.
Salary increases	3.75% to 15.11%, including inflation.
Investment rate of return	7.50%, net of investment expense, including inflation.

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period from July 1, 2007 through June 30, 2017.

Postretirement mortality rates were based on the RP-2014 Blue Collar Combined Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The long-term expected rate of return on MFPRSI investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected

rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Large Cap	7.49%
Small Cap	8.1
International Large Cap	7.2
Emerging Markets	7.9
Global Infrastructure	7.5
Private Non-Core Real Estate	11.5
Private Credit	6.4
Private Equity	10.8
Core Plus Fixed Income	4.0
Private Core Real Estate	7.2

Discount Rate – The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed contributions will be made at 9.40% of covered payroll and the City’s contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the MFPRSI’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on MFPRSI’s investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City’s proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the City’s proportionate share of the net pension liability would be if it were calculated using a discount rate 1% lower (6.50%) or 1% higher (8.50%) than the current rate.

	1% Decrease (6.50%)	Discount Rate (7.50%)	1% Increase (8.50%)
City's proportionate share of the net pension liability:	\$ 31,355,776	\$ 20,443,126	\$ 11,403,982

MFPRSI’s Fiduciary Net Position – Detailed information about the MFPRSI’s fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI’s website at www.mfprsi.org.

Payables to MFPRSI – At June 30, 2021, the City reported payables to the defined benefit pension plan of \$217,323 for legally required employer contributions and \$64,042 for legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPRSI.

	IPERS	MFPRSI	Total
Pension Expense	\$ 2,048,827	\$ 4,618,630	\$ 6,667,457
Net Pension Liability	10,716,951	20,443,126	31,160,076
Deferred Outflows of Resources	3,156,603	8,596,545	11,753,145
Deferred Inflows of Resources	257,067	135,438	392,504

Note 9 - Risk Management and Insurance

The City is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The City's risk management activities are accounted for in the internal service fund, risk management fund, which provides for the purchase of insurance. Workers compensation and general liability coverage are provided through the City's participation in self-insurance pools as described in the subsequent paragraphs. Commercial insurance is purchased for all other risks of loss.

Iowa Municipalities Workers' Compensation Association

The City is a member of the Iowa Municipalities Workers' Compensation Association (Association). The Association is a local government risk-sharing pool whose more than 538 members include various municipal and county governments throughout the State of Iowa. The Association was formed in July 1981, to formulate, develop and administer, on behalf of the member governments, a program of joint self-insurance to stabilize costs related to members' workers' compensation liabilities. Program components include claims management, member education and loss control services. There have been no reductions in insurance coverage from prior years.

Each member pays annual premiums determined by using applicable standard rates for the exposure to risk and applicable experience modification factors of the National Council on Compensation Insurance. Each member may be subject to additional premiums to pay its pro rata share of claims, when they exceed the Association's resources available to pay such claims. A distribution to members may also be made if the Association has excess monies remaining after payment of claims and expenses. The Association uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. Claims exceeding \$850,000 are reinsured in an amount not to exceed \$2,000,000 per occurrence. Members may withdraw from the Association at any time provided they provide assets for settlement of all pending claims.

The City's premium contributions to the Association are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's annual contributions to the Association for the year ended June 30, 2021 were \$360,261.

Iowa Communities Assurance Pool

The City is a member of the Iowa Communities Assurance Pool, as allowed by Chapter 670.7 of the Code of Iowa. The Iowa Communities Assurance Pool (Pool) is a local government risk-sharing pool whose 785 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials liability, police professional liability, property, inland marine and boiler/machinery. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual casualty operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses estimated for the fiscal year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the Pool are recorded as expenditures from its operating funds at the time of payment to the Pool. The City's contributions to the Pool for the year ended June 30, 2021 were \$269,141.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional, and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location. Property risks exceeding \$250,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the City's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred.

The City does not report a liability for losses in excess of reinsurance or excess risk-sharing recoveries unless it is deemed probable such losses have occurred and the amount of such loss can be reasonably estimated. Accordingly, at June 30, 2021, no liability has been recorded in the City's financial statements. As of June 30, 2021, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

Health Insurance

The City operates a health insurance pool for the benefit of its employees that is self-funded through contributions in the form of employee premiums. The City is liable as to medical and dental claims made by the participants in the plan. The pool is self-insured with an annual stop loss deductible of \$100,000 per member and an aggregate stop loss deductible of 125% of expected paid claims. Coverage from a private insurance company is maintained for losses in excess of both the individual and the aggregate stop loss deductibles. The City had 1 individual stop loss claims and no outstanding aggregate stop loss claims as of June 30, 2021. An independent claims administrator performs the handling of all claims and procedures. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Claims payable includes all known claims and an amount for claims that have been incurred but not reported (IBNR). Changes in the balances of claims payable are as follows:

	2021	2020
Claims payable, beginning of year	\$ 360,000	\$ 397,000
Incurred claims (including IBNR)	3,330,080	3,073,176
Claims payments	(3,393,080)	(3,110,176)
Claims payable, end of year	<u>\$ 297,000</u>	<u>\$ 360,000</u>

The City's health insurance activities are accounted for in the internal service fund, health insurance fund.

Note 10 - Jointly Governed Organizations

The City participates in the Polk County Aviation Authority (PCAA) that operates the Ankeny Regional Airport. The City, along with Polk County, Altoona, and Bondurant, form the PCAA. The City appoints two board members of the seven-member board. In addition, the City levies a property tax of \$0.15 per \$1,000 of taxable valuation for the Authority. The City paid \$596,979 to the PCAA in fiscal year 2021.

The City participates in the Metro Waste Authority (MWA). The MWA is responsible for the management of the landfill, compost center, transfer station, hazardous waste and recycling and operates the Curb It! recycling program. The MWA has 17 members, including Ankeny, with each appointing one representative. The City charges residents a monthly solid waste fee to cover the cost of the Curb It! recycling program. The City paid fees totaling \$842,284 in fiscal year 2021.

The City is a member of the Des Moines Area Metropolitan Planning Organization (MPO) that is responsible for transportation planning and federal grants allocation within the area. The MPO is comprised of sixteen cities, DART, four associate non-voting cities, unincorporated portions of three counties in central Iowa and one associate non-voting county that appoint 26 voting representatives. The City appoints two representatives. The City paid \$32,642 in membership dues for fiscal year 2021.

The City is a member of the Des Moines Area Regional Transit Authority (DART). DART has 11 member cities and Polk County, which are represented by 12 commissioners. Beginning in fiscal year 2007, DART no longer charged member governments for annual contributions, but instead levied a property tax through Polk County. In addition, the City received \$316,000 in fiscal year 2004 from DART for prepayment of a 25-year lease for a Park-and-Ride lot that started on July 1, 2004. The balance remaining on the lease is \$101,120 as of June 30, 2021.

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), which is a separate entity created by agreement in accordance with Chapter 28E of the Code of Iowa. The purpose of the organization is for the planning, construction, operation, and management of sewer related facilities. The WRA has 17 member governments with a governing board of 21 representatives of which the City appoints 2 representatives. The City paid membership and participation fees during fiscal year 2021 of \$13,063,871.

Note 11 – Operating Leases

The City has a long-term lease agreement with the Des Moines Water Works (DMWW) for the production and supply of drinking water. Under the terms of the agreement, the City agrees to pay DMWW for the cost of the debt that was issued to build the infrastructure and facilities necessary to make the water available to the City. The remaining reimbursements are scheduled until December 1, 2025 and with payments scheduled as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2022	\$ 939,009
2023	940,729
2024	945,420
2025	948,294
2026	564,434
Total remaining payments	<u>\$ 4,337,887</u>

The City has entered into a lease agreement with GPSI Leasing II – Accord, LLC to provide Global Positioning System (GPS) equipment for the golf cart fleet at Otter Creek Golf Course for a period of 45 months beginning April 1, 2019 and ending on December 31, 2022. The following is a schedule of the future minimum lease payments required under the operating lease:

<u>Fiscal Year</u>	<u>Amount</u>
2022	\$ 28,512
2023	14,256
Total remaining payments	<u>\$ 42,768</u>

Note 12 - Commitments and Contingencies

The City has outstanding commitments for purchase orders that have been issued to various vendors. For budgetary purposes, these commitments are considered encumbrances. The City's encumbrances at June 30, 2021, in the general fund, road use tax fund, capital projects fund, nonmajor governmental funds, and internal service funds were \$808,567, \$658,855, \$1,201,953, \$7,023, and \$153,163, respectively. The City also had encumbrances in the water fund, sewer fund, storm water fund, internal service funds and nonmajor enterprise funds of \$193,699, \$309,461, \$52,244, and \$1,011, respectively.

The City has outstanding commitments for construction projects including street improvements, park improvements, utility improvements and other construction and engineering projects. The City's commitment to these contracts at June 30, 2021, is \$25,222,804.

Due to COVID-19, the City continues to experience minor disruptions to its local economy, similar to what is being felt across the nation. The City will continue to monitor the impact the pandemic is having on its financial position and adjust as needed.

Note 13 - Other Postemployment Benefits (OPEB)

Plan Description – The City administers a single-employer health defined benefit plan which provides medical, prescription drug and dental benefits for employees, retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits – Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical, prescription drug and dental benefits as active employees, which results in an implicit rate subsidy and an OPEB liability.

Retired participants must be age 55 or older at retirement. At June 30, 2021, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	13
Active employees	<u>255</u>
Total	<u>268</u>

Total OPEB Liability – The City's total OPEB liability of \$2,687,037 was measured as of June 30, 2021, and was determined by an actuarial valuation as of July 1, 2020. Liabilities in this report were calculated as of the valuation date and rolled forward to the measurement date using the standard actuarial roll-forward techniques.

Actuarial Assumptions – The total OPEB liability as of the measurement date, actuarial valuation was determined using the following actuarial assumptions and the entry age normal level percentage of pay actuarial cost method, applied to all periods included in the measurement.

Rate of inflation	3.00% per annum.
Rates of salary increase	4.00% per annum.

Discount rate	2.21% per annum.
Health care cost trend rate	5.00% per annum.

Discount Rate – The discount rate used to measure the total OPEB liability was 2.21% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2020 generational projection of future mortality improvement. Annual retirement probabilities are based on varying rates by age and employee type and turnover probabilities are based on varying rates by age from the Scale T-6 of the Actuary's Pension Handbook.

The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study with dates corresponding to those listed above.

Changes in the Total OPEB Liability

	Total OPEB Liability
Total OPEB liability beginning of year	\$ 1,845,751
Changes for the year:	
Service cost	223,726
Interest	59,390
Differences between expected and actual experiences	389,492
Changes in assumptions	288,048
Benefit payments	(119,370)
Net changes	841,286
Total OPEB liability end of year	<u>\$ 2,687,037</u>

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.21%) or 1% higher (3.21%) than the current discount rate.

	1% Decrease (1.21%)	Discount Rate (2.21%)	1% Increase (3.21%)
Total OPEB liability	\$ 2,948,459	\$ 2,687,037	\$ 2,451,310

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (4.00%) or 1% higher (6.00%) than the current healthcare cost trend rates.

	1% Decrease (4.00%)	Healthcare Cost Trend Rate (5.00%)	1% Increase (6.00%)
Total OPEB liability	\$ 2,356,284	\$ 2,687,037	\$ 3,084,656

OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB – For the year ended June 30, 2021, the City recognized OPEB expense of \$364,059. At June 30, 2021, the City reported deferred outflows and inflows of resources related to OPEB from the following resources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 529,285	\$ -
Changes in assumptions	299,219	37,215
Total	<u>\$ 828,504</u>	<u>\$ 37,215</u>

The amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ended June 30,	Amount
2022	\$ 80,943
2023	80,943
2024	80,943
2025	80,943
2026	80,943
Thereafter	386,574
	<u>\$ 791,289</u>

Note 14 – Landfill Closure and Postclosure Care

During fiscal year 2006, the U.S. Environmental Protection Agency (EPA) initiated legal action against the City, Deere & Company and the U.S. Army Corps for the costs involved in the performance of a removal action at Operable Unit 1, Landfill and Lagoon Complex of the Des Moines Ex Ordnance Site located in Ankeny, Polk County, Iowa.

During fiscal year 2011, actions were completed to remediate and cap the abandoned landfill and lagoon complex with 75% of the costs being paid by Deere & Company and 25% by the City.

State and federal regulations require that certain maintenance and monitoring functions be performed at the site for thirty years after closure. By agreement, the City is responsible for maintenance and monitoring, of which Deere & Company agreed to pay the future value of their proportionate share of costs upfront. Subsequently, the Landfill Postclosure Fund was created to record Deere & Company's payment. The City's long-term maintenance and monitoring costs are an expense of the Solid Waste Fund.

At June 30, 2021, the ending fund balance of the Landfill Postclosure Fund was \$100,530.

Note 15 – Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements under two programs: the Urban Renewal Program and the Urban Revitalization Tax Exemptions Program.

The Urban Renewal Program provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2021, the City abated \$381,729 of property tax under the Urban Renewal Program.

The Urban Revitalization Tax Exemptions Program provides tax abatements, designating a portion of the City as an urban revitalization area, to encourage private development and improvements to the area. The program is established under Chapter 404 of the Code of Iowa and requires an application be obtained by the property owner prior to commencing the improvements.

For the year ended June 30, 2021, the City abated \$34,432 of property tax under the Urban Revitalization Tax Exemptions Program.

Note 16 – Net Position Restatement

The City made the following restatements to net position as of July 1, 2020, in order to present Storm Water capital assets and interfund general obligation debt more in line with Generally Accepted Accounting Principles:

	Governmental Activities		Business-Type Activities		
	Debt Service	Capital Projects	Water	Sewer	Storm Water
Net position June 30, 2020, as previously reported	\$ 1,506,634	\$ 31,649,353	\$ 58,485,830	\$ 106,934,286	\$ 8,938,589
Revision of due to/due from in conjunction with issuance of general obligation debt for enterprise funds	279,295	10,248,059	(814,613)	3,738,141	(2,964,728)
Transfer of capital assets, net of accumulated depreciation	-	-	-	-	26,789,669
Net position July 1, 2020, as restated	\$ 1,785,929	\$ 41,897,412	\$ 57,671,217	\$ 110,672,427	\$ 32,763,530

	Governmental Activities	Business-Type Activities
Net position June 30, 2020, as previously reported	\$ 258,884,375	\$ 179,430,440
Cumulative effect of above restatements	10,527,354	\$ (41,200)
Transfer of capital assets, net of accumulated depreciation	(26,789,669)	26,789,669
Net position July 1, 2020, as restated	\$ 242,622,060	\$ 206,178,909

Note 17 – Special Item

The City of Ankeny is a member government of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA). One of the obligations in joining the WRA was to pay an annual surcharge payment to gain reversionary interest in the WRA facilities. There were four years remaining on the City's obligation, which increased 4.25% each

year. The City Council passed a resolution to pay the remaining four years' surcharges on July 1, 2020, from the sewer fund. This payment of \$6,698,060 is reported as a special item.

Note 18 – Subsequent Event

On April 23, 2021, the City's Water Fund executed a State Revolving Fund loan agreement with the Iowa Finance Authority in the amount of \$2,865,000 for two infrastructure projects. The projects are the Irvinedale Drive Transmission Main-Phase 3 and the NW 36th Street and NW Weigel Drive Water Main Loop. The obligation is secured by revenues of the Water Fund. The interest rate on the loan is 1.75% and the repayment period is 20 years. The first drawdown request was on July 22, 2021, for \$84,195; the second request was on August 25, 2021, for \$277,937; the third request was on September 30, 2021, for \$402,661; and the fourth request was on November 30, 2021, for \$274,013.

Note 19 – New Pronouncements

As of June 30, 2021, the GASB has issued several statements not yet implemented by the City. The statements which might impact the City are as follows:

Statement No. 87 "Leases"

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this Statement are effective for fiscal years beginning after June 15, 2021, and all reporting periods thereafter.

Statement No. 91 "Conduit Debt Obligations"

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The requirements of this Statement are effective for reporting periods beginning after December 15, 2021.

Statement No. 92 "Omnibus 2020"

This Statement enhances comparability and financial reporting to improve the consistency of authoritative literature to address practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including issues related to leases implementation, derivative instruments, postemployment benefits (pensions and other postemployment benefits [OPEB]), asset retirement obligations, risk pool and fair value measurements. Specifically, this Statement addresses the following topics:

- The effective date of Statement No. 87, Leases, and Implementation Guide No 2019-3, Leases, for interim financial reports
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan

- The applicability of Statement No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended, and No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, to reporting assets accumulated for postemployment benefits
- The applicability of certain requirements of Statement No. 84, Fiduciary Activities, to postemployment benefit arrangements
- Measurement of Liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature
- Terminology used to refer to derivative instruments

The requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

Statement No. 93 “Replacement of Interbank Offered Rates (IBOR)”

This Statement was issued to address accounting and financial reporting implications that result from the replacement of an IBOR. This Statement is:

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument’s variable payment
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable
- Removing the London Interbank Offered Rate (LIBOR) as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap
- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap
- Clarifying the definition of reference rate, as it is used in Statement 53, as amended
- Providing an exception to the lease modifications guidance in Statement 87, as amended, for certain lease contracts that are amended solely to replace an IBOR as the rate upon which variable payments depend.

The majority of the requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

Statement No. 94 “Public-Private and Public-Public Partnership and Availability Payment Arrangements”

This Statement was issued to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). It also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). The requirements of this Statement are effective for reporting periods beginning after June 15, 2022.

Statement No. 96 “Subscription-Based Information Technology Arrangements (SBITAs)”

This statement was issued to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements for government end users (governments). This statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset - an intangible assets - and a corresponding subscription liability; (3) provides the capitalization criteria for outlaw other than subscription payments, including

implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. The requirements of this Statement are effective for reporting periods beginning after June 15, 2022.

Statement No. 97 "Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statement No. 14 and No. 84, and a supersession of GASB Statement No. 32.

The primary objectives are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component unit in fiduciary fund financial statement; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meets the definition of a pension plan and for benefits provided through those plans. The requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

Required Supplementary Information

City of Ankeny, Iowa
Required Supplementary Information
Budgetary Comparison Schedule (Cash Basis) - All Governmental and Proprietary Funds
For the Year Ended June 30, 2021

	Governmental Fund Types Actual	Proprietary Fund Types Actual	Total All Budgeted Funds Actual	Budgeted Amounts		Variance with Final Budget Positive (Negative)
				Original	Final	
Revenues:						
Property taxes	\$ 39,669,218	\$ -	\$ 39,669,218	\$ 39,514,355	\$ 39,696,335	\$ (27,117)
Tax increment financing	8,761,953	-	8,761,953	8,891,151	8,919,146	(157,193)
Other city taxes	2,737,727	-	2,737,727	3,468,428	2,823,428	(85,701)
Licenses and permits	3,069,489	131,131	3,200,620	1,911,600	2,669,100	531,520
Use of money and property	947,589	159,609	1,107,198	2,802,553	1,058,903	48,295
Intergovernmental	16,007,165	3,047,172	19,054,337	15,737,575	16,369,861	2,684,476
Charges for services	4,312,135	40,043,972	44,356,107	38,265,080	39,988,293	4,367,814
Special assessments	30,128	-	30,128	500	113,975	(83,847)
Miscellaneous	6,208,995	2,513,376	8,722,371	8,857,709	8,448,140	274,231
Total revenues	<u>81,744,399</u>	<u>45,895,260</u>	<u>127,639,659</u>	<u>119,448,951</u>	<u>120,087,181</u>	<u>7,552,478</u>
Expenditures/Expenses:						
Public safety	21,658,706	-	21,658,706	23,914,982	22,842,206	1,183,500
Public works	6,783,039	-	6,783,039	7,299,494	7,497,238	714,199
Health and social services	2,725	-	2,725	30,000	13,000	10,275
Culture and recreation	6,501,797	-	6,501,797	8,484,215	7,288,235	786,438
Community and economic development	3,553,167	-	3,553,167	3,782,755	3,841,206	288,039
General government	3,746,560	-	3,746,560	4,257,582	4,131,736	385,176
Debt service	40,288,141	-	40,288,141	23,546,643	40,288,600	459
Capital projects	27,987,535	4,070,502	32,058,037	41,108,809	48,593,471	16,535,434
Business-type	-	33,208,704	33,208,704	33,328,480	34,662,937	1,454,233
Total expenditures/expenses	<u>110,521,670</u>	<u>37,279,206</u>	<u>147,800,876</u>	<u>145,752,960</u>	<u>169,158,629</u>	<u>21,357,753</u>
Excess (deficiency) of revenues over (under) expenditures/expenses	(28,777,271)	8,616,054	(20,161,217)	(26,304,009)	(49,071,448)	28,910,231
Other financing sources (uses), net	<u>31,012,376</u>	<u>(1,943,581)</u>	<u>29,068,795</u>	<u>15,761,000</u>	<u>31,966,359</u>	<u>(2,897,564)</u>
Excess (deficiency) of revenues and other financing sources over (under) expenditures/expenses and other financing uses	2,235,105	6,672,473	8,907,578	(10,543,009)	(17,105,089)	26,012,667
Beginning fund balance, July 1	<u>85,468,237</u>	<u>43,350,329</u>	<u>128,818,566</u>	<u>115,447,028</u>	<u>128,818,566</u>	<u>-</u>
Ending fund balance, June 30	<u>\$ 87,703,342</u>	<u>\$ 50,022,802</u>	<u>\$ 137,726,144</u>	<u>\$ 104,904,019</u>	<u>\$ 111,713,477</u>	<u>\$ 26,012,667</u>

The notes to the required supplementary information are an integral part of this schedule.

City of Ankeny, Iowa
Explanation of Differences Between Budgetary Basis and
Generally Accepted Accounting Principles (GAAP) Basis
Revenues and Expenditures for the Governmental Funds
For the Year Ended June 30, 2021

Revenues and other financing sources:

Actual amount of "total revenues and other financing sources" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 112,756,775
On a budgetary basis, the City does not record revenues until the cash has been received. This differs from GAAP, which records revenues as they are earned and available.	154,735
Investments are recorded at their market value on a GAAP basis while on a budget basis, investments are recorded at their net cost including accrued interest.	8,234
On a budgetary basis, the City does not record underwriters' discounts from bond issuances.	29,874
Transfers from enterprise funds to the debt service fund for bond principal and interest payments are reported as transfers on a budgetary basis. These transfers are eliminated and the debt payments are recorded directly in the enterprise fund on a GAAP basis.	<u>(5,151,534)</u>
Total GAAP basis revenues and other financing sources for the governmental funds	<u><u>\$ 107,798,084</u></u>

Expenditures and other financing uses:

Actual amount of "expenditures and other financing uses" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 110,520,879
On a budgetary basis, the City does not record expenditures until the cash has been paid. This differs from GAAP, which records expenditures as the liability is incurred.	(724,432)
On a budgetary basis, the City does not record underwriters' discounts from bond issuances.	(20,711)
Transfers from enterprise funds to the debt service fund for bond principal and interest payments are reported as transfers in on a budgetary basis. These transfers are eliminated and the debt payments are recorded directly in the enterprise fund on a GAAP basis	(5,151,534)
Repayments of loans to the equipment reserve fund and the sustainability revolving loan fund are recorded as an expenditure on a budget basis. No expenditure is recorded for loan repayments on a GAAP basis.	<u>(18,860)</u>
Total GAAP basis expenditures and other financing uses for the governmental funds	<u><u>\$ 104,605,342</u></u>

The notes to the required supplementary information are an integral part of this schedule.

City of Ankeny, Iowa
Explanation of Differences Between Budgetary
Basis and GAAP Basis Revenues and Expenses
for the Proprietary Funds
For the Year Ended June 30, 2021

Revenues and other financing sources:

Actual amount of "total revenues and other financing sources" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 46,247,204
On a budgetary basis, the City does not record revenues until the cash has been received. This differs from GAAP, which records revenues as they are earned and available.	779,453
Customer deposits and unearned revenue are recorded as revenue on a budgetary basis. On a GAAP basis, these deposits are reported as a liability.	<u>(3,080,873)</u>
Total GAAP basis revenues, nonoperating revenues, and transfers in	<u><u>\$ 43,945,784</u></u>

Expenses and other financing uses:

Actual amount of "expenditures and other financing uses" on a budgetary basis from the budgetary comparison schedule - program budget	\$ 42,954,730
On a budgetary basis, the City does not record expenditures until the cash has been paid. This differs from GAAP, which records expenses as the liability is incurred.	536,238
Principal payments on indebtedness are recorded as an expenditure on a budgetary basis, but are not expensed on a GAAP basis.	(2,164,000)
Bond premiums and discounts are not recorded on a budgetary basis. These are recorded and amortized under GAAP.	(229,483)
Depreciation and losses on capital assets are reported on a GAAP basis but are not recorded on a budgetary basis	5,546,344
Purchases of capital assets are reported as an expense on a budget basis but are capitalized and depreciated on a GAAP basis	(3,612,854)
Transfers from enterprise funds to the debt service fund for bond principal payments are reported as transfers in on a budgetary basis. These transfers are eliminated and the debt payments are recorded directly in the enterprise fund on a GAAP basis.	(4,721,340)
Repayments of loans to the equipment reserve fund are recorded as an expenditure on a budget basis. No expenditure is recorded for loan repayments on a GAAP basis.	<u>(127,998)</u>
Total GAAP basis expenses, nonoperating expenses, and transfers out	<u><u>\$ 38,181,637</u></u>

The notes to the required supplementary information are an integral part of this schedule.

Notes to the Required Supplementary Information

City of Ankeny, Iowa

June 30, 2021

Budgetary Information

The City prepares, adopts and submits to the State of Iowa an annual budget on a program basis for all combined funds, except for the internal service funds and the agency funds, as prescribed by Iowa statutes. The State of Iowa requires that annual budgets for the year beginning July 1 be certified to the County Auditor no later than March 31 preceding the beginning of the fiscal year. The adopted budget constitutes the City's appropriation for each program and purpose specified therein until amended.

After the initial budget is adopted, the budget may be amended for specific purposes. Budget amendments are required for budget transfers between funds as well as between programs. Management is not authorized to amend the budget without the approval of City Council. The City filed two budget amendments for the fiscal year ended June 30, 2021. The amendments increased estimated revenues by \$638,230 and increased expenditures by \$23,405,669. The City's budget amendments were essentially a complete re-estimate of the original budget. The amendments accounted for many changes in estimates and did not represent just a few specific activities or outlays; however, the increase in revenues are primarily related to increases in delinquent property taxes, building permit fees, ambulances charges, water usage, hotel/motel taxes and road use taxes from the Iowa Department of Transportation's COVID-19 relief funding allocation. Amended expenditures include decreases related to public safety vacancies and increases related to hotel/motel tax commitments, building and equipment repairs and maintenance, snow removal operations, and the timing of capital projects. Amended revenues and expenditures also included increases related to the current refunding of the General Obligation Refunding Bonds, Series 2013A and 2013B.

The City Council also approves a five-year capital improvement program. This capital improvement program is reviewed and revised annually by the City Council. A public hearing is held in regard to proposed capital improvements for the City. The first year of this plan is integrated into the City's accounting and reporting system along with the annual operating budget.

The State of Iowa allows the total cost of a construction project to be budgeted in one annual budget even if the project extends beyond that fiscal year. The remaining appropriation continues until the project is completed as long as (1) the total cost of the project is adopted after a public hearing as required by State code, (2) the cost must be included in an adopted or amended city budget, and (3) if the cost of a project exceeds the continuing appropriation, an additional appropriation must be included in a subsequent budget or amendment.

The legal level of control (the level at which expenditures may not legally exceed appropriations) is the program level for all funds combined rather than at the individual fund level. The nine programs mandated by the State are: (1) public safety, (2) public works, (3) health and social services, (4) culture and recreation, (5) community and economic development, (6) general government, (7) debt service, (8) capital projects and (9) business type/enterprise. Since the City maintains its budgets at the individual fund level, it is necessary to aggregate the expenditures of the budgeted activities within the individual funds on a program basis and to compare such program totals with the program budgeted totals in order to demonstrate legal compliance with the budget. During the year ended June 30, 2021, expenditures did not exceed budgeted amounts in any of the nine programs. Budgetary compliance is demonstrated in the required supplementary information.

Revenues are credited to the individual fund types while expenditures/expenses are classified according to program areas within the individual funds for budgetary control purposes. Expenditures are compared to budget appropriations according to the nine general program designations.

Unencumbered appropriations, other than amounts appropriated for capital projects, lapse at year-end. Appropriations for unfinished capital projects are carried forward indefinitely.

All general obligation bond payments, including those for which financial reporting purposes are accounted for through the enterprise funds, are budgeted through the debt service fund.

All funds are budgeted on a cash basis method of accounting. Expenditures are recognized when cash is disbursed and revenues are recognized when cash is received. This is an accounting method not in conformance with accounting principles generally accepted in the United States of America. Budgetary basis expenditures and revenues are reconciled to GAAP basis expenditures and revenues in the required supplementary information.

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Iowa Public Employees' Retirement System
For the Last Seven Years ⁽¹⁾

	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.15256%	0.14974%	0.14291%	0.14022%	0.13229%	0.12894%	0.12544%
City's proportionate share of the net pension liability	\$ 10,716,951	\$ 8,670,908	\$ 9,043,660	\$ 9,340,381	\$ 8,325,346	\$ 6,370,200	\$ 4,974,770
City's covered payroll	\$ 12,882,150	\$ 12,529,803	\$ 11,888,287	\$ 11,681,267	\$ 10,528,957	\$ 9,681,761	\$ 9,699,344
City's proportionate share of the net pension liability as a percentage of its covered payroll	83.19%	69.20%	76.07%	79.96%	79.07%	65.80%	51.29%
Plan fiduciary net position as a percentage of the total pension liability	82.90%	85.45%	83.62%	82.21%	81.82%	85.19%	87.61%

⁽¹⁾ The amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

See accompanying independent auditors' report.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City Contributions
Iowa Public Employees' Retirement System
Last 10 Fiscal Years

	Fiscal Year				
	2021	2020	2019	2018	2017
Statutorily required contribution	\$ 1,335,693	\$ 1,219,602	\$ 1,191,159	\$ 1,070,922	\$ 1,054,434
Contributions in relation to the statutorily required contribution	<u>(1,335,693)</u>	<u>(1,219,602)</u>	<u>(1,191,159)</u>	<u>(1,070,922)</u>	<u>(1,054,434)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 14,150,555	\$ 12,882,150	\$ 12,529,803	\$ 11,888,287	\$ 11,681,267
Contributions as a percentage of covered payroll	9.44%	9.47%	9.51%	9.01%	9.03%

Fiscal Year				
2016	2015	2014	2013	2012
\$ 949,821	\$ 909,593	\$ 878,731	\$ 824,171	\$ 927,474
(949,821)	(909,593)	(878,731)	(824,171)	(927,474)
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 10,528,957	\$ 9,681,761	\$ 9,699,344	\$ 9,023,719	\$ 8,349,521
9.02%	9.39%	9.06%	9.13%	11.11%

Notes to the Required Supplementary Information: IPERS Pension Liability

City of Ankeny, Iowa

June 30, 2021

Changes in benefit terms:

There were no significant changes of benefit terms.

Changes in assumptions:

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed the mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Municipal Fire and Police Retirement System of Iowa
For the Last Seven Years ⁽¹⁾

	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	2.56308%	2.39490%	1.96805%	1.96390%	1.87199%	1.78695%	1.66118%
City's proportionate share of the net pension liability	\$ 20,443,126	\$ 15,708,812	\$ 11,717,850	\$ 11,517,790	\$ 11,704,791	\$ 8,395,358	\$ 6,021,760
City's covered payroll	\$ 8,142,991	\$ 7,175,380	\$ 5,717,714	\$ 5,562,204	\$ 5,072,834	\$ 4,686,212	\$ 4,242,165
City's proportionate share of the net pension liability as a percentage of its covered payroll	251.05%	218.93%	204.94%	207.07%	230.73%	179.15%	141.95%
Plan fiduciary net position as a percentage of the total pension liability	76.47%	79.94%	81.07%	80.60%	78.20%	83.04%	86.27%

⁽¹⁾ The amounts presented for each fiscal year were determined as of June 30 as of the preceding fiscal year.

See accompanying independent auditors' report.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. 'However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

City of Ankeny, Iowa
Required Supplementary Information
Schedule of the City Contributions
Municipal Fire and Police Retirement System of Iowa
Last 10 Fiscal Years

	Fiscal Year				
	2021	2020	2019	2018	2017
Statutorily required contribution	\$ 2,216,680	\$ 1,987,706	\$ 1,886,380	\$ 1,468,573	\$ 1,441,723
Contributions in relation to the statutorily required contribution	<u>\$ (2,216,680)</u>	<u>\$ (1,987,706)</u>	<u>(1,886,380)</u>	<u>(1,468,573)</u>	<u>(1,441,723)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 8,580,771	\$ 8,142,991	\$ 7,175,380	\$ 5,717,714	\$ 5,562,204
Contributions as a percentage of covered payroll	25.83%	24.41%	26.29%	25.68%	25.92%

Fiscal Year				
2016	2015	2014	2013	2012
\$ 1,408,757	\$ 1,425,075	\$ 1,277,740	\$ 1,040,737	\$ 897,198
<u>(1,408,757)</u>	<u>(1,425,075)</u>	<u>(1,277,740)</u>	<u>(1,040,737)</u>	<u>(897,198)</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
\$ 5,072,834	\$ 4,686,212	\$ 4,242,165	\$ 3,984,446	\$ 3,800,863
27.77%	30.41%	30.12%	26.12%	23.61%

Notes to the Required Supplementary Information: MFPRSI Pension Liability

City of Ankeny, Iowa

June 30, 2021

Changes in benefit terms:

There were no significant changes of benefit terms.

Changes in assumptions:

The 2018 valuation changed postretirement mortality rates were based on the RP-2014 Blue Collar Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvements with 50% of Scale BB beginning in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward one year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for postretirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

The 2014 valuation phased in the 1994 Group Annuity Mortality Table for postretirement mortality. This resulted in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.

Notes to the Required Supplementary Information: Schedule of Changes in the City's Total OPEB Liability and Related Ratios Last Four Fiscal Years ⁽¹⁾

City of Ankeny, Iowa
June 30, 2021

	2021	2020	2019	2018
Service cost	\$ 223,726	\$ 101,327	\$ 97,430	\$ 83,710
Interest cost	59,390	70,570	67,606	53,255
Differences between expected and actual experiences	389,492	-	230,957	-
Changes in assumptions	288,048	-	(48,969)	54,497
Benefit payments	(119,370)	(96,688)	(87,985)	(58,679)
Net change in total OPEB liability	841,286	75,209	259,039	132,783
Total OPEB liability beginning of year	1,845,751	1,770,542	1,511,503	1,378,720
Total OPEB liability end of year	\$ 2,687,037	\$ 1,845,751	\$ 1,770,542	\$ 1,511,503
Covered-employee payroll	\$ 21,897,563	\$ 20,107,655	\$ 18,592,405	\$ 16,587,836
Total OPEB liability as a percentage of covered-employee payroll	12.27%	9.18%	9.52%	9.11%

Notes to Schedule of Changes in the City's Total OPEB Liability and Related Ratios

Changes in benefit terms:

There were no significant changes in benefit terms.

Changes in assumptions:

The mortality assumption changed to the RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2020 generational projection of future mortality improvement.

Changes in assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rate used in each period.

Year ended June 30, 2021 2.21%

Year ended June 30, 2020 3.87%

Year ended June 30, 2019 3.87%

Year ended June 30, 2018 3.58%

⁽¹⁾The schedule is intended to present information for ten years. Information prior to 2018 is not available.

Nonmajor Governmental Funds

Fire Gift Fund - Accounts for donations to be used specifically for the fire department.

Hawkeye Park Fund - Accounts for revenues from players fees at the Hawkeye Park Sports Complex to be used for park improvements.

Police Gift Fund - Accounts for donations to be used specifically for the police department.

Police Seizure Fund - Accounts for monies obtained through property seizures and forfeitures to be used specifically for the police department.

Police/Fire Pension Fund - Accounts for taxes levied to fund the City's required matching contributions to the police and fire retirement system.

Landfill Postclosure – Accounts for maintenance activities undertaken at the remediated landfill to maintain the integrity of containment features and to monitor compliance with applicable performance standards.

Friends of the Ankeny Library Fund – A blended component unit which accounts for the collection and disbursement of funds for the Friends of the Ankeny Library.

Park Dedication Fund - Accounts for monetary payments by developers for the construction and development of public parks.

Sports Complex Foundation Fund – A blended component unit which accounts for activities of the Ankeny Sports Complex Foundation.

Ankeny Garden Club Fund – Accounts for donations to be used for the creation and maintenance of public gardens.

Miracle Park Fund – Accounts for donations to be used for the operations and maintenance costs of the Miracle League Field and All-Inclusive Playground.

Dog Park – Accounts for donations to be used for the construction of a dog park.

Civic Fund – Accounts for contributions made by the master developer of Prairie Trail to be used for civic improvements.

Special Assessments Fund - Accounts for collection of assessments levied against affected properties to pay for improvements.

City of Ankeny, Iowa
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2021

	Special Revenue					
	Fire Gift	Hawkeye Park	Police Gift	Police Seizure	Police/Fire Pension	Landfill Postclosure
Assets						
Cash and cash equivalents	\$ 24,733	\$ 38,265	\$ 5,826	\$ 79,267	\$ 1,915,726	\$ 100,530
Receivables:						
Interest	-	-	-	-	16	-
Taxes	-	-	-	-	2,287,090	-
Accounts	-	-	-	85	-	-
Special assessments	-	-	-	-	-	-
Intergovernmental	-	-	-	10,000	20,910	-
Total assets	<u>\$ 24,733</u>	<u>\$ 38,265</u>	<u>\$ 5,826</u>	<u>\$ 89,352</u>	<u>\$ 4,223,742</u>	<u>\$ 100,530</u>
Liabilities						
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 1,847	\$ -
Accrued wages	-	-	-	-	68,864	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>70,711</u>	<u>-</u>
Deferred Inflows of Resources						
Unavailable revenues						
Property taxes	-	-	-	-	2,266,465	-
Special assessments	-	-	-	-	-	-
Other long-term receivables	-	-	-	64	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>64</u>	<u>2,266,465</u>	<u>-</u>
Fund balances						
Restricted	<u>24,733</u>	<u>38,265</u>	<u>5,826</u>	<u>89,288</u>	<u>1,886,566</u>	<u>100,530</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 24,733</u>	<u>\$ 38,265</u>	<u>\$ 5,826</u>	<u>\$ 89,352</u>	<u>\$ 4,223,742</u>	<u>\$ 100,530</u>

							Capital Project	Total Nonmajor Governmental Funds
Friends of the Ankeny Library	Park Dedication	Sports Complex Foundation	Ankeny Garden Club	Miracle Park	Dog Park	Civic	Special Assessments	
\$ 82,919	\$ 581,938	\$ 97,993	\$ 10,165	\$ 50,946	\$ 275	\$ 3,756,369	\$ -	\$ 6,744,952
-	-	-	-	-	-	-	-	16
-	-	-	-	-	-	-	-	2,287,090
34	-	3,880	-	-	-	-	-	3,999
-	-	-	-	-	-	-	563,953	563,953
-	-	-	-	-	-	-	-	30,910
<u>\$ 82,953</u>	<u>\$ 581,938</u>	<u>\$ 101,873</u>	<u>\$ 10,165</u>	<u>\$ 50,946</u>	<u>\$ 275</u>	<u>\$ 3,756,369</u>	<u>\$ 563,953</u>	<u>\$ 9,630,920</u>
\$ 2,734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,581
-	-	-	-	-	-	-	-	68,864
<u>2,734</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>73,445</u>
-	-	-	-	-	-	-	-	2,266,465
-	-	-	-	-	-	-	563,953	563,953
34	-	-	-	-	-	-	-	98
<u>34</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>563,953</u>	<u>2,830,516</u>
<u>80,185</u>	<u>581,938</u>	<u>101,873</u>	<u>10,165</u>	<u>50,946</u>	<u>275</u>	<u>3,756,369</u>	<u>-</u>	<u>6,726,959</u>
<u>\$ 82,953</u>	<u>\$ 581,938</u>	<u>\$ 101,873</u>	<u>\$ 10,165</u>	<u>\$ 50,946</u>	<u>\$ 275</u>	<u>\$ 3,756,369</u>	<u>\$ 563,953</u>	<u>\$ 9,630,920</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2021

	Special Revenue					
	Fire Gift	Hawkeye Park	Police Gift	Police Seizure	Police/Fire Pension	Landfill Postclosure
Revenues						
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ 2,135,789	\$ -
Other taxes and assessments	-	-	-	-	15,819	-
Intergovernmental	-	-	-	11,694	117,257	-
Charges for services	-	10,455	-	-	-	-
Use of money and property	88	119	17	284	3,709	377
Miscellaneous	1,550	-	2,945	299	-	-
Total revenues	<u>1,638</u>	<u>10,574</u>	<u>2,962</u>	<u>12,277</u>	<u>2,272,574</u>	<u>377</u>
Expenditures						
Current operating:						
Public safety	-	-	2,606	424	2,243,403	-
Culture and recreation	-	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>2,606</u>	<u>424</u>	<u>2,243,403</u>	<u>-</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,638</u>	<u>10,574</u>	<u>356</u>	<u>11,853</u>	<u>29,171</u>	<u>377</u>
Other financing (uses)						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	(3,878)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(3,878)</u>
Net change in fund balances	<u>1,638</u>	<u>10,574</u>	<u>356</u>	<u>11,853</u>	<u>29,171</u>	<u>(3,501)</u>
Fund balances, beginning	<u>23,095</u>	<u>27,691</u>	<u>5,470</u>	<u>77,435</u>	<u>1,857,395</u>	<u>104,031</u>
Fund balances, ending	<u>\$ 24,733</u>	<u>\$ 38,265</u>	<u>\$ 5,826</u>	<u>\$ 89,288</u>	<u>\$ 1,886,566</u>	<u>\$ 100,530</u>

							Capital Project		Total Nonmajor Governmental Funds
Friends of the Ankeny Library	Park Dedication	Sports Complex Foundation	Ankeny Garden Club	Miracle Park	Dog Park	Civic	Special Assessments		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,135,789
-	-	-	-	-	-	-	30,128	-	45,947
-	-	-	-	-	-	-	-	-	128,951
-	-	17,175	-	-	-	-	-	-	27,630
272	2,302	335	33	178	14	-	-	-	7,728
49,961	53,651	117	1,420	3,714	-	3,959,313	-	-	4,072,970
50,233	55,953	17,627	1,453	3,892	14	3,959,313	30,128	-	6,419,015
-	-	-	-	-	-	-	-	-	2,246,433
38,365	-	-	53	-	5,432	-	-	-	43,850
38,365	-	-	53	-	5,432	-	-	-	2,290,283
11,868	55,953	17,627	1,400	3,892	(5,418)	3,959,313	30,128	-	4,128,732
-	-	-	-	-	-	-	-	-	-
-	(80,000)	-	-	-	-	(1,000,000)	(1,279,786)	-	(2,363,664)
-	(80,000)	-	-	-	-	(1,000,000)	(1,279,786)	-	(2,363,664)
11,868	(24,047)	17,627	1,400	3,892	(5,418)	2,959,313	(1,249,658)	-	1,765,068
68,317	605,985	84,246	8,765	47,054	5,693	797,056	1,249,658	-	4,961,891
\$ 80,185	\$ 581,938	\$ 101,873	\$ 10,165	\$ 50,946	\$ 275	\$ 3,756,369	\$ -	-	\$ 6,726,959

Nonmajor Enterprise Funds

Solid Waste Fund - Accounts for the City's activities to provide recycling services and the long-term maintenance and monitoring costs of the remediated landfill.

Otter Creek Golf Course Fund - Accounts for the operation and improvement of the municipally owned golf course.

City of Ankeny, Iowa
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2021

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Assets			
Current assets:			
Cash and cash equivalents	\$ 267,455	\$ 806,979	\$ 1,074,434
Receivables:			
Accounts	122,324	21,395	143,719
Special assessments	48	-	48
Inventory	-	49,075	49,075
Total current assets	<u>389,827</u>	<u>877,449</u>	<u>1,267,276</u>
Noncurrent assets:			
Capital assets:			
Land	-	985,942	985,942
Depreciable assets, net of accumulated depreciation	-	3,175,354	3,175,354
Total capital assets	<u>-</u>	<u>4,161,296</u>	<u>4,161,296</u>
Total noncurrent assets	<u>-</u>	<u>4,161,296</u>	<u>4,161,296</u>
Total assets	<u>389,827</u>	<u>5,038,745</u>	<u>5,428,572</u>
Deferred Outflows of Resources			
Pension related deferred outflows	8,316	153,578	161,894
OPEB related deferred outflows	-	20,142	20,142
Total deferred outflows of resources	<u>8,316</u>	<u>173,720</u>	<u>182,036</u>
Liabilities			
Current liabilities:			
Accounts payable	251,238	73,086	324,324
Accrued wages	881	36,177	37,058
Due to other funds	-	81,005	81,005
Compensated absences payable	-	11,522	11,522
Total current liabilities	<u>252,119</u>	<u>201,790</u>	<u>453,909</u>
Noncurrent liabilities:			
Total OPEB liability	-	65,326	65,326
Compensated absences payable	-	35,169	35,169
Advances from other funds	-	87,205	87,205
Net pension liability	19,864	635,188	655,052
Total noncurrent liabilities	<u>19,864</u>	<u>822,888</u>	<u>842,752</u>
Total liabilities	<u>271,983</u>	<u>1,024,678</u>	<u>1,296,661</u>
Deferred Inflows of Resources			
Pension related deferred inflows	637	13,050	13,687
OPEB related deferred inflows	-	905	905
Total deferred inflows of resources	<u>637</u>	<u>13,955</u>	<u>14,592</u>
Net Position			
Net investment in capital assets	-	4,161,296	4,161,296
Unrestricted	125,523	12,536	138,059
Total net position	<u>\$ 125,523</u>	<u>\$ 4,173,832</u>	<u>\$ 4,299,355</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenses, and Changes in Net Position
Nonmajor Enterprise Funds
For the Year Ended June 30, 2021

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Operating revenues:			
Charges for services	\$ 1,041,988	\$ 1,277,207	\$ 2,319,195
Other	-	544,855	544,855
Total operating revenues	<u>1,041,988</u>	<u>1,822,062</u>	<u>2,864,050</u>
Operating expenses:			
Personal services	56,506	878,993	935,499
Contractual services	1,181,580	279,357	1,460,937
Operating supplies	-	339,494	339,494
Depreciation	-	196,829	196,829
Total operating expenses	<u>1,238,086</u>	<u>1,694,673</u>	<u>2,932,759</u>
Operating income (loss)	<u>(196,098)</u>	<u>127,389</u>	<u>(68,709)</u>
Nonoperating revenues (expenses):			
Interest earnings	835	2,245	3,080
Interest expense	-	(5,103)	(5,103)
Total nonoperating revenues (expenses)	<u>835</u>	<u>(2,858)</u>	<u>(2,023)</u>
Net income (loss) before contributions and transfers	(195,263)	124,531	(70,732)
Transfers in	<u>3,878</u>	<u>-</u>	<u>3,878</u>
Change in net position	<u>(191,385)</u>	<u>124,531</u>	<u>(66,854)</u>
Total net position, beginning	<u>316,908</u>	<u>4,049,301</u>	<u>4,366,209</u>
Total net position, ending	<u>\$ 125,523</u>	<u>\$ 4,173,832</u>	<u>\$ 4,299,355</u>

City of Ankeny, Iowa
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2021

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Cash flows from operating activities			
Receipts from customers	\$ 1,032,430	\$ 1,806,253	\$ 2,838,683
Payments to suppliers	(1,135,935)	(573,797)	(1,709,732)
Payments to employees	(56,250)	(834,266)	(890,516)
Net cash provided by operating activities	(159,755)	398,190	238,435
Cash flows from noncapital financing activities			
Payments made on interfund accounts	-	(83,496)	(83,496)
Loans received from other funds	-	47,875	47,875
Transfers from other funds	3,878	-	3,878
Net cash provided (used) by noncapital financing activities	3,878	(35,621)	(31,743)
Cash flows from capital and related financing activities			
Purchase of capital assets	-	(47,875)	(47,875)
Net cash (used) by capital and related financing activities	-	(47,875)	(47,875)
Cash flows from investing activities:			
Interest received	835	2,245	3,080
Net increase in cash and cash equivalents	(155,042)	316,939	161,897
Balances, beginning of year	422,497	490,040	912,537
Balances, end of year	\$ 267,455	\$ 806,979	\$ 1,074,434
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	\$ (196,098)	\$ 127,389	\$ (68,709)
Adjustments to reconcile operating (loss) to net cash provided (used) by operating activities:			
Depreciation	-	196,829	196,829
Changes in assets and liabilities:			
Receivables, net	(9,557)	(15,808)	(25,365)
Inventory	-	14,505	14,505
Accounts and other payables	45,900	75,275	121,175
Net cash provided by operating activities	\$ (159,755)	\$ 398,190	\$ 238,435

Internal Service Funds

Internal service funds are used to finance and account for goods or services provided by one department or agency of the City to other departments or agencies of the City and to other government units, on a cost reimbursement basis.

Central Garage Fund - Accounts for the operations of a central vehicle maintenance garage. All costs incurred for vehicle maintenance and operations are charged to departments on a cost reimbursement basis.

Risk Management Fund – Accounts for the City’s property and liability insurance coverage and other related activities. Departments are charged based on relative impact to the City’s cost of coverage.

Equipment Reserve Fund - Accounts for the internal financing activities for capital equipment to the other City funds.

Sustainability Revolving Loan Fund – Provides loans to other funds for energy efficiency projects. Loans made under this revolving loan fund will be no-interest loans to departments.

Economic Development Revolving Fund - Accounts for the internal financing activities for economic development incentives to other City funds.

Health Insurance Fund - Accounts for premiums, claims, and administration of the employee health insurance plan. Costs are spread to departments in the form of employee premiums that are paid by each department on a monthly basis.

City of Ankeny, Iowa
Combining Statement of Net Position
Internal Service Funds
June 30, 2021

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Assets							
Current assets:							
Cash and cash equivalents	\$ 582,887	\$ 1,158,401	\$ 2,334,192	\$ 27,128	\$ 250,044	\$ 6,455,292	\$ 10,807,944
Receivables:							
Interest	-	-	31	-	-	-	31
Accounts	-	2,834	-	-	-	-	2,834
Intergovernmental	10,851	75,692	-	-	-	-	86,543
Prepaid expenses	-	118,126	-	-	-	-	118,126
Inventory	239,529	-	-	-	-	-	239,529
Due from other funds	-	-	123,445	1,336	-	-	124,781
Total current assets	833,267	1,355,053	2,457,668	28,464	250,044	6,455,292	11,379,788
Noncurrent assets:							
Advances to other funds	-	-	95,952	619	-	-	96,571
Capital assets:							
Depreciable assets, net of accumulated depreciation	-	71,088	-	-	-	-	71,088
Total capital assets	-	71,088	-	-	-	-	71,088
Total noncurrent assets	-	71,088	95,952	619	-	-	167,659
Total assets	833,267	1,426,141	2,553,620	29,083	250,044	6,455,292	11,547,447
Deferred Outflows of Resources							
Pension related deferred outflows	67,016	-	-	-	-	-	67,016
OPEB related deferred outflows	9,971	-	-	-	-	-	9,971
Total deferred outflows of resources	76,987	-	-	-	-	-	76,987
Liabilities							
Current liabilities:							
Accounts payable	25,999	4,000	-	-	-	821	30,820
Accrued wages	9,751	-	-	-	-	-	9,751
Claims payable	-	-	-	-	-	297,000	297,000
Compensated absences payable	13,481	-	-	-	-	-	13,481
Total current liabilities	49,231	4,000	-	-	-	297,821	351,052
Noncurrent liabilities:							
Total OPEB liability	32,340	-	-	-	-	-	32,340
Compensated absences payable	3,283	-	-	-	-	-	3,283
Net pension liability	258,394	-	-	-	-	-	258,394
Total noncurrent liabilities	294,017	-	-	-	-	-	294,017
Total liabilities	343,248	4,000	-	-	-	297,821	645,069
Deferred Inflows of Resources							
Pension related deferred inflows	6,010	-	-	-	-	-	6,010
OPEB related deferred inflows	448	-	-	-	-	-	448
Total deferred inflows of resources	6,458	-	-	-	-	-	6,458
Net Position							
Net investment in capital assets	-	71,088	-	-	-	-	71,088
Unrestricted	560,548	1,351,053	2,553,620	29,083	250,044	6,157,471	10,901,819
Total net position	\$ 560,548	\$ 1,422,141	\$ 2,553,620	\$ 29,083	\$ 250,044	\$ 6,157,471	\$ 10,972,907

City of Ankeny, Iowa
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
For the Year Ended June 30, 2021

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Operating revenues:							
Charges for services	\$ 1,031,165	\$ 971,000	\$ -	\$ -	\$ -	\$ 4,618,118	\$ 6,620,283
Other	25,374	229,065	-	-	12,100	53,978	320,517
Total operating revenues	<u>1,056,539</u>	<u>1,200,065</u>	<u>-</u>	<u>-</u>	<u>12,100</u>	<u>4,672,096</u>	<u>6,940,800</u>
Operating expenses:							
Personal services	440,584	420,098	-	-	-	2,913	863,595
Contractual services	63,140	1,185,402	-	-	-	3,813,890	5,062,432
Operating supplies	473,545	100,898	-	-	-	-	574,443
Depreciation	-	38,546	-	-	-	-	38,546
Total operating expenses	<u>977,269</u>	<u>1,744,944</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,816,803</u>	<u>6,539,016</u>
Operating income (loss)	<u>79,270</u>	<u>(544,879)</u>	<u>-</u>	<u>-</u>	<u>12,100</u>	<u>855,293</u>	<u>401,784</u>
Nonoperating revenues:							
Interest earnings	1,860	3,748	15,048	90	866	21,618	43,230
Change in net position	81,130	(541,131)	15,048	90	12,966	876,911	445,014
Total net position, beginning	<u>479,418</u>	<u>1,963,272</u>	<u>2,538,572</u>	<u>28,993</u>	<u>237,078</u>	<u>5,280,560</u>	<u>10,527,893</u>
Total net position, ending	<u>\$ 560,548</u>	<u>\$ 1,422,141</u>	<u>\$ 2,553,620</u>	<u>\$ 29,083</u>	<u>\$ 250,044</u>	<u>\$ 6,157,471</u>	<u>\$ 10,972,907</u>

City of Ankeny, Iowa
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2021

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Cash flows from operating activities							
Cash received from customers	\$ 1,050,363	\$ 1,846,783	\$ -	\$ -	\$ 17,600	\$ 4,674,257	\$ 7,589,003
Payments to suppliers	(586,399)	(1,754,406)	-	-	-	(3,876,890)	(6,217,695)
Payments to employees	(417,643)	-	-	-	-	(2,674)	(420,317)
Net cash provided by operating activities	<u>46,321</u>	<u>92,377</u>	<u>-</u>	<u>-</u>	<u>17,600</u>	<u>794,693</u>	<u>950,991</u>
Cash flows from noncapital financing activities							
Payments received on interfund accounts	-	-	144,749	2,109	-	-	146,858
Loans issued to other funds	-	-	(47,875)	-	-	-	(47,875)
Net cash provided by noncapital financing activities	<u>-</u>	<u>-</u>	<u>96,874</u>	<u>2,109</u>	<u>-</u>	<u>-</u>	<u>98,983</u>
Cash flows from investing activities							
Interest received	<u>1,860</u>	<u>3,748</u>	<u>15,140</u>	<u>91</u>	<u>866</u>	<u>21,618</u>	<u>43,323</u>
Net increase in cash and cash equivalents	48,181	96,125	112,014	2,200	18,466	816,311	1,093,297
Cash and cash equivalents, beginning	<u>534,706</u>	<u>1,062,276</u>	<u>2,222,178</u>	<u>24,928</u>	<u>231,578</u>	<u>5,638,981</u>	<u>9,714,647</u>
Cash and cash equivalents, ending	<u>\$ 582,887</u>	<u>\$ 1,158,401</u>	<u>\$ 2,334,192</u>	<u>\$ 27,128</u>	<u>\$ 250,044</u>	<u>\$ 6,455,292</u>	<u>\$ 10,807,944</u>
Reconciliation of operating income (loss) to net cash provided by operating activities							
Operating income	\$ 79,270	\$ (544,879)	\$ -	\$ -	\$ 12,100	\$ 855,293	\$ 401,784
Adjustments to reconcile operating income to net cash provided by operating activities:							
Depreciation expense	-	38,546	-	-	-	-	38,546
Changes in assets and liabilities:							
Receivables, net	(6,175)	646,717	-	-	5,500	2,161	648,203
Prepaid expenses	-	(18,502)	-	-	-	-	(18,502)
Inventory	(55,289)	-	-	-	-	-	(55,289)
Accounts and other payables	23,413	(29,505)	-	-	-	239	(5,853)
Claims payable	5,102	-	-	-	-	(63,000)	(57,898)
Net cash provided by operating activities	<u>\$ 46,321</u>	<u>\$ 92,377</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,600</u>	<u>\$ 794,693</u>	<u>\$ 950,991</u>

Capital Assets Used in the Operation of Governmental Funds

City of Ankeny, Iowa
Capital Assets Used in the Operation of Governmental Funds
Comparative Schedules By Source
June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Governmental funds capital assets:		
Land	\$ 10,219,056	\$ 10,090,136
Other improvements	48,632,224	45,138,042
Infrastructure	257,783,965	229,845,420
Buildings	63,649,562	47,246,616
Machinery and equipment	20,878,404	19,893,427
Furniture and fixtures	1,459,706	1,459,706
Construction in progress	31,034,216	47,900,942
Total governmental funds capital assets	<u>\$ 433,657,133</u>	<u>\$ 401,574,289</u>
Investment in governmental funds capital assets by source:		
General fund	\$ 23,779,806	\$ 23,252,445
Special revenue funds	8,622,361	8,131,047
Capital project funds	261,575,131	237,443,290
Local, state, and federal grants and donations	139,679,835	132,747,507
Total investment in governmental funds capital assets by source	<u>\$ 433,657,133</u>	<u>\$ 401,574,289</u>

City of Ankeny, Iowa
Comparative Schedule By Function and Activity
June 30, 2021

	Land	Other Improvements	Infrastructure	Buildings	Machinery and Equipment	Furniture and Fixtures	Construction in Progress	Total
Public safety:								
Police	\$ 206	\$ -	\$ -	\$ 17,600,265	\$ 2,542,612	\$ 239,757	\$ -	\$ 20,382,840
Fire and ambulance	809,844	-	-	13,686,586	7,340,455	48,316	-	21,885,201
Code enforcement	-	-	-	-	215,928	-	-	215,928
Total public safety	810,050	-	-	31,286,851	10,098,995	288,073	-	42,483,969
Health and social services:								
Mosquito control	-	-	-	-	34,130	-	-	34,130
Culture and recreation:								
Library	14,361	94,657	-	20,317,235	579,861	619,879	4,852,586	26,478,579
Parks and recreation	4,009,703	41,956,754	5,123,346	4,898,687	1,682,039	45,220	4,244,981	61,960,730
Total culture and recreation	4,024,064	42,051,411	5,123,346	25,215,922	2,261,900	665,099	9,097,567	88,439,309
Public works:								
Public works	5,285,411	6,527,572	252,660,619	3,509,051	7,074,339	-	20,805,154	295,862,146
Community and economic development:								
Planning and zoning	-	-	-	-	85,489	-	-	85,489
General government:								
Council and management	99,531	53,241	-	3,637,738	1,323,551	506,534	1,131,495	6,752,090
Total general capital assets	<u>\$ 10,219,056</u>	<u>\$ 48,632,224</u>	<u>\$ 257,783,965</u>	<u>\$ 63,649,562</u>	<u>\$ 20,878,404</u>	<u>\$ 1,459,706</u>	<u>\$ 31,034,216</u>	<u>\$ 433,657,133</u>

City of Ankeny, Iowa
Capital Assets Used in the Operation of Governmental Funds
Schedule of Changes By Function and Activity
Year Ended June 30, 2021

	Governmental Funds Capital Assets June 30, 2020	Additions	Deductions	Governmental Funds Capital Assets June 30, 2021
Public safety:				
Police	\$ 20,299,158	\$ 362,313	\$ 278,631	\$ 20,382,840
Fire and ambulance	21,525,435	397,630	37,864	21,885,201
Code enforcement	191,480	24,448	-	215,928
Total public safety	<u>42,016,073</u>	<u>784,391</u>	<u>316,495</u>	<u>42,483,969</u>
Health & social services:				
Mosquito control	34,130	-	-	34,130
Culture and recreation:				
Library	22,596,367	19,405,907	15,523,695	26,478,579
Parks and recreation	58,884,440	3,323,885	247,595	61,960,730
Total culture and recreation	<u>81,480,807</u>	<u>22,729,792</u>	<u>15,771,290</u>	<u>88,439,309</u>
Public works:				
Public works	271,369,849	47,356,238	22,863,941	295,862,146
Community & economic development:				
Planning & zoning	85,489	-	-	85,489
General government:				
Council and management	6,587,941	206,619	42,470	6,752,090
Total general capital assets	<u>\$ 401,574,289</u>	<u>\$ 71,077,040</u>	<u>\$ 38,994,196</u>	<u>\$ 433,657,133</u>

Statistical Section

(Unaudited)

City of Ankeny, Iowa

Statistical Section Contents

The statistical section of the City's comprehensive annual financial report represents detailed information as a context for understanding what the information presented in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	Page
Financial Trends	100
These schedules contain information to help the reader understand how the City's financial performance and well being have changed over time.	
Revenue Capacity	108
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	
Debt Capacity	114
These schedules present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	120
These schedules offer demographic and economic indicators to help the reader understand the environment with which the City's financial activities take place.	
Operating Information	122
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial report for the relevant year.

City of Ankeny, Iowa
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2021	2020	2019	2018 ⁽³⁾
Governmental activities:				
Net investment in capital assets	\$ 229,636,596	\$ 194,066,837	\$ 172,386,785	\$ 143,233,649
Restricted:				
Debt service	1,455,739	2,394,189	2,732,212	2,863,466
Capital projects	3,522,855	31,649,353	-	-
Enabling legislation	880,151	1,019,877	843,267	720,062
Restricted by other governments	13,406,023	13,538,110	12,345,053	11,882,618
Donor restrictions	4,068,637	1,067,387	331,818	405,322
Unrestricted	18,474,141	15,148,622	49,161,416	51,088,431
Total governmental activities net position	<u>271,444,142</u>	<u>258,884,375</u>	<u>237,800,551</u>	<u>210,193,548</u>
Business-type activities:				
Net investment in capital assets	171,520,523	142,883,065	134,854,399	125,926,026
Restricted:				
Debt service	2,578,241	2,985,378	3,075,126	2,766,116
Unrestricted	44,852,901	33,561,997	26,604,092	23,211,751
Total business-type activities net position	<u>218,951,665</u>	<u>179,430,440</u>	<u>164,533,617</u>	<u>151,903,893</u>
Primary government:				
Net investment in capital assets	401,157,119	336,949,902	307,241,184	269,159,675
Restricted: ⁽¹⁾				
Debt service	4,033,980	5,379,567	5,807,338	5,629,582
Capital projects	3,522,855	31,649,353	-	-
Enabling legislation	880,151	1,019,877	843,267	720,062
Restricted by other governments	13,406,023	13,538,110	12,345,053	11,882,618
Donor restrictions	4,068,637	1,067,387	331,818	405,322
Unrestricted	63,327,042	48,710,619	75,765,508	74,300,182
Total primary government net position	<u>\$ 490,395,807</u>	<u>\$ 438,314,815</u>	<u>\$ 402,334,168</u>	<u>\$ 362,097,441</u>

⁽¹⁾ Net position for fiscal year 2014 is restated to include changes relating to GASB Statement No. 65.

⁽²⁾ Net position for fiscal year 2015 is restated to include changes relating to GASB Statement No. 68.

⁽³⁾ Net position for fiscal year 2018 is restated to include changes relating to GASB Statement No. 75.

Fiscal Year						
	2017	2016	2015 ⁽²⁾	2014 ⁽¹⁾	2013	2012
\$	130,865,789	\$ 116,004,979	\$ 103,373,925	\$ 102,272,116	\$ 81,318,637	\$ 61,719,171
	3,574,657	3,514,212	3,952,950	3,649,020	2,698,019	2,214,278
	-	-	-	-	-	-
	1,012,949	1,004,416	770,940	575,499	852,320	764,803
	10,230,755	8,420,514	6,079,433	970,469	643,904	718,745
	749,772	2,434,297	1,589,627	639,510	110,847	433,272
	31,273,437	19,759,160	9,786,366	14,875,935	23,190,937	21,946,490
	<u>177,707,359</u>	<u>151,137,578</u>	<u>125,553,241</u>	<u>122,982,549</u>	<u>108,814,664</u>	<u>87,796,759</u>
	118,594,408	109,640,906	102,292,319	102,489,297	96,614,000	89,543,803
	2,490,276	2,596,208	2,626,415	2,686,691	2,725,391	2,953,164
	21,793,304	20,006,304	16,996,389	11,660,796	12,128,403	11,971,124
	<u>142,877,988</u>	<u>132,243,419</u>	<u>121,915,124</u>	<u>116,836,785</u>	<u>111,467,794</u>	<u>104,468,091</u>
	249,460,197	225,645,885	205,666,244	204,761,413	177,932,637	151,262,974
	6,064,933	6,110,420	6,579,365	6,335,711	5,423,410	5,167,442
	-	-	-	-	-	-
	1,012,949	1,004,416	770,940	575,499	852,320	764,803
	10,230,755	8,420,514	6,079,433	970,469	643,904	718,745
	749,772	2,434,297	1,589,627	639,510	110,847	433,272
	53,066,741	39,765,464	26,782,755	26,536,731	35,319,340	33,917,614
\$	<u>320,585,347</u>	<u>\$ 283,380,996</u>	<u>\$ 247,468,364</u>	<u>\$ 239,819,333</u>	<u>\$ 220,282,458</u>	<u>\$ 192,264,850</u>

City of Ankeny, Iowa
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2021	2020	2019	2018 ⁽³⁾
Expenses				
Governmental activities:				
Public safety	\$ 25,563,287	\$ 23,146,580	\$ 19,857,761	\$ 16,786,311
Health and social services	371,915	339,819	332,190	1,263,476
Culture and recreation	8,920,203	8,034,416	7,777,549	7,525,554
Public works	15,027,246	15,805,214	15,425,481	14,746,601
Community and economic development	3,215,906	3,524,785	3,246,020	2,214,016
General government	3,975,015	4,186,112	3,526,979	3,359,273
Interest on long-term debt	3,095,443	3,634,827	3,283,321	3,120,209
Total governmental activities expenses	60,169,015	58,671,754	53,449,302	49,015,440
Business-type activities:				
Solid waste	1,236,700	918,436	772,666	745,019
Water	13,367,009	11,303,879	10,175,893	9,688,482
Sewer	12,348,429	13,447,758	12,676,276	12,152,336
Storm water	2,250,267	955,170	963,543	951,996
Otter Creek golf course	1,696,658	1,532,165	1,705,499	1,669,022
Total business-type activities expenses	30,899,063	28,157,408	26,293,877	25,206,855
Total primary government expenses	91,068,078	86,829,162	79,743,179	74,222,295
Program revenues				
Governmental activities:				
Charges for services:				
Public safety	6,108,597	4,882,713	4,021,686	3,785,589
Culture and recreation	1,835,035	1,287,322	2,438,240	2,399,263
Other activities	1,260,479	1,116,277	1,229,778	499,004
Operating grants and contributions	15,835,442	12,779,997	11,644,928	15,725,248
Capital grants and contributions	11,898,943	8,107,280	9,531,207	9,772,430
Total governmental activities program revenues	36,938,496	28,173,589	28,865,839	32,181,534
Business-type activities:				
Charges for services:				
Water	18,272,625	14,662,314	12,921,797	12,675,275
Sewer	19,020,685	17,158,191	15,907,051	15,497,190
Other activities	5,540,634	4,343,034	4,221,663	3,906,143
Operating grants and contributions	-	-	-	-
Capital grants and contributions	6,948,085	6,466,444	7,639,955	4,968,657
Total business-type activities program revenues	49,782,029	42,629,983	40,690,466	37,047,265
Total primary government program revenues	86,720,525	70,803,572	69,556,305	69,228,799
Net (expense) revenue				
Governmental activities	(23,230,519)	(30,498,165)	(24,583,463)	(16,833,906)
Business-type activities	18,882,966	14,472,575	14,396,589	11,840,410
Total primary government net (expense) revenue	(4,347,553)	(16,025,590)	(10,186,874)	(4,993,496)
General revenues and other changes in net position				
Governmental activities:				
Taxes:				
Property taxes	48,298,765	46,146,577	43,017,000	42,023,999
Other taxes	2,874,194	2,886,685	3,455,310	3,330,198
Interest	631,886	2,251,769	2,552,602	1,095,780
Other	75,709	118,115	574,619	451,388
Transfers	172,046	178,842	2,590,934	3,352,171
Total governmental activities	52,052,600	51,581,988	52,190,465	50,253,536
Business-type activities:				
Interest	35,968	109,913	128,729	64,148
Other	723,928	493,177	695,340	636,859
Transfers	(172,046)	(178,842)	(2,590,934)	(3,352,171)
Special item	(6,698,060)	-	-	-
Total business-type activities	(6,110,210)	424,248	(1,766,865)	(2,651,164)
Total primary government	45,942,390	52,006,236	50,423,600	47,602,372
Changes in net position				
Governmental activities	28,822,081	21,083,823	27,607,002	33,419,629
Business-type activities	12,772,756	14,896,823	12,629,724	9,189,246
Total primary government changes in net position	\$ 41,594,838	\$ 35,980,647	\$ 40,236,727	\$ 42,608,876

⁽¹⁾ Net position for fiscal year 2014 is restated to include changes relating to GASB Statement No. 65.

⁽²⁾ Net position for fiscal year 2015 is restated to include changes relating to GASB Statement No. 68.

⁽³⁾ Net position for fiscal year 2018 is restated to include changes relating to GASB Statement No. 75.

Fiscal Year					
2017	2016	2015 ⁽²⁾	2014 ⁽¹⁾	2013	2012
\$ 16,365,705	\$ 14,690,344	\$ 13,737,899	\$ 14,002,165	\$ 12,860,105	\$ 12,020,771
264,019	1,054,174	234,955	213,674	307,809	318,200
7,217,960	6,944,839	6,779,873	6,857,595	7,153,442	6,268,871
12,777,753	10,673,269	11,482,409	9,805,050	11,545,237	13,151,367
2,695,564	1,757,674	3,170,616	3,207,767	2,668,602	3,191,753
3,214,295	3,082,029	2,884,021	3,007,844	3,157,581	3,133,067
3,137,859	4,838,028	4,689,986	4,664,373	3,735,351	3,966,374
45,673,155	43,040,357	42,979,760	41,758,468	41,428,127	42,050,403
675,871	632,056	606,498	630,986	582,002	553,677
8,542,848	7,450,745	7,186,296	8,061,064	7,597,352	6,896,336
11,771,681	11,682,628	10,829,982	11,433,365	9,171,890	8,559,386
882,254	1,104,387	788,361	722,840	407,890	470,710
1,783,053	1,762,426	1,722,279	1,784,889	1,828,281	1,708,377
23,655,707	22,632,242	21,133,416	22,633,144	19,587,415	18,188,486
69,328,862	65,672,599	64,113,176	64,391,612	61,015,542	60,238,889
4,309,769	3,609,342	3,211,478	2,709,058	2,807,114	2,066,539
2,356,757	2,400,130	2,032,198	2,011,880	1,900,545	2,007,595
618,900	735,727	911,602	1,112,141	694,253	794,333
8,980,006	10,051,031	6,482,886	6,446,526	6,776,919	4,902,587
9,619,017	9,127,451	8,691,223	6,595,282	15,538,101	12,568,192
25,884,449	25,923,681	21,329,387	18,874,887	27,716,932	22,339,246
11,021,695	9,802,862	8,623,161	9,722,633	8,770,876	8,281,518
15,067,446	14,907,926	13,145,018	12,337,317	10,826,754	9,750,899
3,782,752	3,687,629	3,430,177	3,888,802	2,746,924	2,723,003
-	-	-	-	-	-
6,373,930	7,189,812	3,757,693	3,589,778	5,117,635	5,388,700
36,245,823	35,588,229	28,956,049	29,538,530	27,462,189	26,144,120
62,130,272	61,511,910	50,285,436	48,413,417	55,179,121	48,483,366
(19,788,706)	(17,116,676)	(21,650,373)	(22,883,581)	(13,711,195)	(19,711,157)
12,590,116	12,955,987	7,822,633	6,905,386	7,874,774	7,955,634
(7,198,590)	(4,160,689)	(13,827,740)	(15,978,195)	(5,836,421)	(11,755,523)
39,329,506	36,117,574	33,728,940	32,109,296	30,569,114	29,205,370
3,720,204	2,722,766	3,463,454	2,976,725	2,426,806	2,815,350
481,522	365,703	274,793	245,565	251,805	279,326
84,574	51,672	4,797	527,331	(299,359)	102,639
2,742,681	3,443,298	1,790,167	1,556,747	1,638,056	412,199
46,358,487	42,701,013	39,262,151	37,415,664	34,586,422	32,814,884
34,082	38,909	33,247	5,390	9,531	31,933
753,053	776,695	681,966	308,565	753,454	768,884
(2,742,681)	(3,443,298)	(1,790,167)	(1,556,747)	(1,638,056)	(412,199)
-	-	-	-	-	-
(1,955,546)	(2,627,694)	(1,074,954)	(1,242,792)	(875,071)	388,618
44,402,940	40,073,319	38,187,197	36,172,872	33,711,351	33,203,502
26,569,781	25,584,337	17,611,779	14,532,083	20,875,227	13,103,727
10,634,570	10,328,293	6,747,679	5,662,594	6,999,703	8,344,252
\$ 37,204,351	\$ 35,912,630	\$ 24,359,458	\$ 20,194,677	\$ 27,874,930	\$ 21,447,979

City of Ankeny, Iowa
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2021	2020	2019	2018
General fund:				
Nonspendable	\$ 2,369	\$ 559	\$ 386	\$ 424
Restricted	298,213	413,892	235,273	96,286
Unassigned	27,309,460	21,063,502	21,560,844	20,007,974
Total general fund	<u>\$ 27,610,042</u>	<u>\$ 21,477,953</u>	<u>\$ 21,796,503</u>	<u>\$ 20,104,684</u>
All other governmental funds:				
Restricted	\$ 57,154,549	\$ 49,617,127	\$ 58,119,263	\$ 52,381,762
Total all other governmental funds	<u>\$ 57,154,549</u>	<u>\$ 49,617,127</u>	<u>\$ 58,119,263</u>	<u>\$ 52,381,762</u>

Fiscal Year					
2017	2016	2015	2014	2013	2012
\$ 1,352	\$ 871	\$ 1,558	\$ 2,460	\$ 1,204	\$ 1,127
421,903	506,642	363,840	-	-	-
17,861,401	16,210,239	14,486,826	12,075,671	10,035,862	8,192,665
<u>\$ 18,284,656</u>	<u>\$ 16,717,752</u>	<u>\$ 14,852,224</u>	<u>\$ 12,078,131</u>	<u>\$ 10,037,066</u>	<u>\$ 8,193,792</u>
\$ 33,797,617	\$ 37,695,970	\$ 33,715,293	\$ 8,386,127	\$ 14,443,001	\$ 13,207,898
<u>\$ 33,797,617</u>	<u>\$ 37,695,970</u>	<u>\$ 33,715,293</u>	<u>\$ 8,386,127</u>	<u>\$ 14,443,001</u>	<u>\$ 13,207,898</u>

City of Ankeny, Iowa
Changes in Fund Balance
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2021	2020	2019	2018
Revenues:				
Property taxes	\$ 48,737,860	\$ 45,709,683	\$ 42,986,723	\$ 42,031,273
Other taxes and assessments	2,904,323	2,887,713	3,639,598	3,409,845
Licenses and permits	3,066,285	2,428,797	2,097,710	2,060,660
Intergovernmental	16,362,702	10,823,829	11,692,557	9,592,755
Charges for services	4,638,561	3,626,853	3,869,490	3,729,125
Use of money and property	890,012	2,424,415	2,811,011	1,325,964
Miscellaneous	5,307,625	5,300,780	4,479,884	8,144,469
Total revenues	<u>81,907,368</u>	<u>73,202,070</u>	<u>71,576,973</u>	<u>70,294,091</u>
Expenditures:				
Current operating:				
Public safety	21,724,281	20,237,245	18,878,557	16,044,939
Health and social services	351,311	309,012	322,627	1,247,066
Culture and recreation	6,242,118	5,738,563	5,810,311	5,603,656
Public works	7,618,951	6,732,666	6,420,147	5,622,693
Community and economic development	3,145,457	3,543,467	3,292,554	2,201,947
General government	3,774,625	3,979,607	3,359,889	3,354,170
Debt service:				
Principal	17,218,660	14,164,864	15,642,031	16,366,692
Lease agreement payoff	-	-	-	-
Interest and other charges	4,362,949	4,530,744	4,232,543	4,109,176
Bond issuance costs	80,772	236,794	198,167	225,587
Capital projects	<u>26,531,218</u>	<u>30,066,751</u>	<u>31,773,802</u>	<u>18,770,389</u>
Total expenditures	<u>91,050,342</u>	<u>89,539,713</u>	<u>89,930,628</u>	<u>73,546,315</u>
(Deficiency) of revenues (under) expenditures	<u>(9,142,974)</u>	<u>(16,337,643)</u>	<u>(18,353,655)</u>	<u>(3,252,224)</u>
Other financing sources (uses):				
Issuance of long-term debt	10,670,000	7,835,000	20,145,000	17,970,000
Issuance of refunding bonds	11,478,000	6,960,000	-	-
Premium on long-term debt	1,406,011	1,001,121	2,649,445	1,596,926
Premium on refunding bonds	2,114,074	900,332	-	-
Debt forgiven	-	-	-	-
Debt issued for enterprise funds	-	(7,950,000)	-	-
Payment of refunded bonds	(13,555,000)	(1,459,038)	-	-
Sale of general capital assets	-	50,700	397,596	737,300
Transfers in	12,430,305	17,073,234	16,722,351	22,310,966
Transfers out	(12,258,259)	(16,894,392)	(14,131,417)	(18,958,795)
Total other financing sources (uses)	<u>12,285,131</u>	<u>7,516,957</u>	<u>25,782,975</u>	<u>23,656,397</u>
Net change in fund balances	<u>\$ 3,142,157</u>	<u>\$ (8,820,686)</u>	<u>\$ 7,429,320</u>	<u>\$ 20,404,173</u>
Debt service as a percentage of noncapital expenditures	<u>32.98%</u>	<u>30.09%</u>	<u>32.52%</u>	<u>36.03%</u>

Fiscal Year					
2017	2016	2015	2014	2013	2012
\$ 39,321,719	\$ 36,217,399	\$ 33,673,598	\$ 32,104,020	\$ 30,726,040	\$ 29,073,634
3,767,618	2,944,668	3,488,304	3,168,852	2,513,070	3,023,406
2,466,287	2,036,920	1,973,878	1,718,717	1,782,043	1,153,239
10,520,178	9,369,539	8,822,759	6,319,039	12,124,770	8,881,901
3,616,796	3,425,790	2,866,405	2,506,560	2,416,771	2,167,888
733,644	622,875	486,074	446,173	444,938	425,785
1,674,616	3,213,587	2,509,350	3,594,044	4,396,936	1,161,456
<u>62,100,858</u>	<u>57,830,778</u>	<u>53,820,368</u>	<u>49,857,405</u>	<u>54,404,568</u>	<u>45,887,309</u>
14,847,862	13,940,248	13,201,079	12,552,380	11,575,134	11,234,795
258,736	1,056,275	239,173	273,765	264,654	310,995
5,358,862	5,066,990	5,014,492	4,936,521	5,205,203	4,657,997
5,126,014	4,809,543	4,790,650	4,760,984	4,471,755	4,478,092
2,657,424	1,729,530	3,483,689	3,143,682	2,673,689	3,212,794
3,140,348	3,150,291	2,882,502	3,107,383	3,010,877	3,015,084
14,749,997	17,780,689	11,431,354	27,893,547	9,992,389	8,470,740
-	-	4,898,954	-	-	-
4,831,029	5,281,862	262,816	4,140,954	4,089,038	4,199,996
40,213	240,701	12,732,191	153,690	-	-
<u>15,266,473</u>	<u>9,447,942</u>	<u>-</u>	<u>21,175,094</u>	<u>18,672,990</u>	<u>20,832,387</u>
<u>66,276,958</u>	<u>62,504,071</u>	<u>58,936,899</u>	<u>82,138,000</u>	<u>59,955,729</u>	<u>60,412,880</u>
<u>(4,176,100)</u>	<u>(4,673,293)</u>	<u>(5,116,531)</u>	<u>(32,280,595)</u>	<u>(5,551,161)</u>	<u>(14,525,571)</u>
10,925,000	8,645,000	9,950,000	10,374,906	10,990,000	15,945,000
-	16,152,723	21,411,127	13,755,943	14,565,000	13,036,254
1,114,629	367,457	817,896	1,675,189	1,213,804	667,432
-	1,286,021	2,622,005	-	-	-
-	-	-	902,000	-	-
-	-	-	-	-	-
(12,937,660)	(19,375,000)	(3,371,405)	-	(19,920,000)	(17,538,321)
-	-	-	-	-	-
17,252,270	13,723,327	8,406,302	9,316,212	8,494,408	6,049,205
<u>(14,509,588)</u>	<u>(10,280,029)</u>	<u>(6,616,135)</u>	<u>(7,759,464)</u>	<u>(6,856,352)</u>	<u>(5,637,006)</u>
<u>1,844,651</u>	<u>10,519,498</u>	<u>33,219,790</u>	<u>28,264,786</u>	<u>8,486,860</u>	<u>12,522,564</u>
<u>\$ (2,331,449)</u>	<u>\$ 5,846,205</u>	<u>\$ 28,103,259</u>	<u>\$ (4,015,809)</u>	<u>\$ 2,935,699</u>	<u>\$ (2,003,007)</u>
<u>37.01%</u>	<u>42.97%</u>	<u>33.08%</u>	<u>52.20%</u>	<u>31.83%</u>	<u>28.42%</u>

City of Ankeny, Iowa

Actual Valuation and Taxable Valuation of Property ⁽¹⁾

Last Ten Fiscal Years

As of January 1:					
	2019	2018	2017	2016	2015
<u>Actual Valuation</u>					
Residential	\$ 5,187,401,475	\$ 4,643,315,539	\$ 4,355,396,968	\$ 3,762,463,077	\$ 3,524,929,091
Agricultural	5,301,176	7,236,710	7,245,711	7,645,992	7,501,145
Commercial	885,594,934	779,758,451	783,342,458	667,635,645	638,026,642
Industrial	203,689,801	177,059,755	126,752,190	102,107,113	93,752,457
Multiresidential	123,394,502	113,414,456	102,852,730	66,138,114	77,362,115
Utilities	57,360,368	55,987,309	54,127,524	54,474,394	54,150,493
Gross valuation	6,462,742,256	5,776,772,220	5,429,717,581	4,660,464,335	4,395,721,943
Less: Military exemption	3,717,151	3,722,839	3,712,328	3,755,150	3,692,325
Net valuation	6,459,025,105	5,773,049,381	5,426,005,253	4,656,709,185	4,392,029,618
Incremental value	298,261,068	292,312,551	233,715,204	254,893,568	229,889,792
Actual valuation	<u>\$ 6,757,286,173</u>	<u>\$ 6,065,361,932</u>	<u>\$ 5,659,720,457</u>	<u>\$ 4,911,602,753</u>	<u>\$ 4,621,919,410</u>
Percent change	11.408%	7.167%	15.232%	6.268%	11.468%
As of January 1:					
	2019	2018	2017	2016	2015
<u>Taxable Valuation</u>					
Residential	\$ 2,803,688,688	\$ 2,594,115,461	\$ 2,384,342,061	\$ 2,102,980,864	\$ 1,926,692,186
Agricultural	4,319,549	4,062,120	3,945,202	3,631,793	3,458,535
Commercial	784,577,423	689,692,370	693,683,725	588,062,134	562,290,556
Industrial	178,523,759	154,402,651	111,202,619	88,866,590	81,810,752
Multiresidential	85,845,412	82,885,161	79,780,871	53,661,602	65,612,909
Utilities	29,997,984	32,559,838	32,518,509	32,395,228	35,163,451
Gross valuation	3,886,952,815	3,557,717,601	3,305,472,987	2,869,598,211	2,675,028,389
Less: Military exemption	3,717,151	3,722,839	3,712,328	3,755,150	3,692,325
Net valuation	3,883,235,664	3,553,994,762	3,301,760,659	2,865,843,061	2,671,336,064
Incremental value	298,261,068	292,312,551	233,715,204	254,893,568	229,889,792
Taxable valuation	<u>\$ 4,181,496,732</u>	<u>\$ 3,846,307,313</u>	<u>\$ 3,535,475,863</u>	<u>\$ 3,120,736,629</u>	<u>\$ 2,901,225,856</u>
Percent change	8.715%	8.792%	13.290%	7.566%	10.927%
<u>Total Direct Tax Rate</u>					
City of Ankeny	<u>\$ 10.00000</u>	<u>\$ 10.35000</u>	<u>\$ 10.75000</u>	<u>\$ 11.65000</u>	<u>\$ 11.75000</u>

⁽¹⁾ Polk County Auditor

2014	2013	2012	2011	2010
\$ 3,143,399,870	\$ 2,957,297,493	\$ 2,828,507,923	\$ 2,783,244,740	\$ 2,769,055,320
7,991,103	8,009,031	7,003,860	6,829,650	6,092,180
640,139,856	598,886,422	586,870,942	590,069,450	607,693,640
80,820,176	64,940,300	52,356,270	59,495,960	62,080,920
-	-	-	-	-
51,745,066	47,507,750	52,762,672	49,901,818	48,318,830
3,924,096,071	3,676,640,996	3,527,501,667	3,489,541,618	3,493,240,890
3,678,437	3,599,921	3,568,989	3,498,538	3,477,414
3,920,417,634	3,673,041,075	3,523,932,678	3,486,043,080	3,489,763,476
225,980,667	204,109,023	183,259,525	157,507,600	166,005,600
\$ 4,146,398,301	\$ 3,877,150,098	\$ 3,707,192,203	\$ 3,643,550,680	\$ 3,655,769,076
6.944%	4.585%	1.747%	-0.334%	2.774%

2014	2013	2012	2011	2010
\$ 1,719,460,033	\$ 1,578,721,857	\$ 1,466,503,337	\$ 1,395,090,900	\$ 1,325,849,350
3,572,187	3,475,843	4,197,806	3,929,850	4,204,540
563,273,438	562,981,878	586,870,942	590,069,450	607,693,640
70,326,907	60,743,363	52,356,270	59,495,960	62,080,920
-	-	-	-	-
36,497,213	38,673,135	37,092,421	36,289,968	36,097,110
2,393,129,778	2,244,596,076	2,147,020,776	2,084,876,128	2,035,925,560
3,678,437	3,599,921	3,568,989	3,498,538	3,477,414
2,389,451,341	2,240,996,155	2,143,451,787	2,081,377,590	2,032,448,146
225,980,667	204,109,023	183,259,525	157,507,600	166,005,600
\$ 2,615,432,008	\$ 2,445,105,178	\$ 2,326,711,312	\$ 2,238,885,190	\$ 2,198,453,746
6.966%	5.088%	3.923%	1.839%	4.439%

\$ 11.85000	\$ 11.90000	\$ 12.02746	\$ 12.02746	\$ 11.17646
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City of Ankeny, Iowa

Property Tax Rates - All Direct and Overlapping Governments ⁽¹⁾

Per \$1,000 Taxable Valuation

Last Ten Fiscal Years

City Direct Rates					
Fiscal Year	General Fund	Aviation Authority	Debt Service	Police & Fire Retirement	Total Direct
Ankeny Community School District:					
2012	7.08301	0.14821	3.49900	0.44624	11.17646
2013	7.03301	0.14821	4.35000	0.49624	11.17646
2014	7.03301	0.14821	4.35000	0.49624	12.02746
2015	6.89000	0.15000	4.30000	0.56000	12.02746
2016	6.89000	0.15000	4.25000	0.56000	11.90000
2017	6.79000	0.15000	4.25000	0.56000	11.85000
2018	6.79000	0.15000	4.15000	0.56000	11.75000
2019	6.25000	0.15000	3.75000	0.60000	11.65000
2020	6.10000	0.15000	3.50000	0.60000	10.35000
2021	6.05000	0.15000	3.25000	0.55000	10.00000
Saydel Community School District:					
2012	7.08301	0.14821	3.49900	0.44624	11.17646
2013	7.03301	0.14821	4.35000	0.49624	11.17646
2014	7.03301	0.14821	4.35000	0.49624	12.02746
2015	6.89000	0.15000	4.30000	0.56000	12.02746
2016	6.89000	0.15000	4.25000	0.56000	11.90000
2017	6.79000	0.15000	4.25000	0.56000	11.85000
2018	6.79000	0.15000	4.15000	0.56000	11.75000
2019	6.25000	0.15000	3.75000	0.60000	11.65000
2020	6.10000	0.15000	3.50000	0.60000	10.35000
2021	6.05000	0.15000	3.25000	0.55000	10.00000
North Polk Community School District:					
2012	7.08301	0.14821	3.49900	0.44624	11.17646
2013	7.03301	0.14821	4.35000	0.49624	11.17646
2014	7.03301	0.14821	4.35000	0.49624	12.02746
2015	6.89000	0.15000	4.30000	0.56000	12.02746
2016	6.89000	0.15000	4.25000	0.56000	11.90000
2017	6.79000	0.15000	4.25000	0.56000	11.85000
2018	6.79000	0.15000	4.15000	0.56000	11.75000
2019	6.25000	0.15000	3.75000	0.60000	11.65000
2020	6.10000	0.15000	3.50000	0.60000	10.35000
2021	6.05000	0.15000	3.25000	0.55000	10.00000

⁽¹⁾ Polk County Auditor

School District	County and Assessor	Overlapping Rates			Total Direct and Overlapping Rates
		Regional Transit	Community College	State	
21.07036	10.01509	0.25900	0.59018	0.00320	44.38283
20.59177	10.07059	0.40900	0.58466	0.00330	43.11429
20.33221	10.25715	0.48900	0.69120	0.00330	43.68678
20.18299	10.60460	0.55400	0.65724	0.00330	43.80032
19.77223	10.84198	0.61900	0.67574	0.00330	43.90213
19.36252	10.39630	0.63900	0.72334	0.00330	43.76225
18.51697	10.39541	0.63900	0.67458	0.00310	42.87446
17.95079	10.37554	0.63900	0.69468	0.00290	41.87906
17.52323	10.37537	0.66400	0.65249	0.00280	39.56789
17.41039	10.26623	0.66900	0.63533	0.00270	38.98365
13.97969	10.01509	0.25900	0.59018	0.00320	36.01430
13.47994	10.07059	0.40900	0.58466	0.00330	36.02362
12.87971	10.25715	0.48900	0.69120	0.00330	36.57495
12.87969	10.60460	0.55400	0.65724	0.00330	36.34782
12.76105	10.84198	0.61900	0.67574	0.00330	36.59883
12.76417	10.39630	0.63900	0.72334	0.00330	36.75107
12.89000	10.39541	0.63900	0.67458	0.00310	36.27611
12.89000	10.37554	0.63900	0.69468	0.00290	36.25209
12.89000	10.37537	0.66400	0.65249	0.00280	34.93466
12.89000	10.26623	0.66900	0.63533	0.00270	34.46326
19.85396	10.01509	0.25900	0.59018	0.00320	40.30345
19.99983	10.07059	0.40900	0.58466	0.00330	41.89789
19.99999	10.25715	0.48900	0.69120	0.00330	43.09484
19.99113	10.60460	0.55400	0.65724	0.00330	43.46810
19.94347	10.84198	0.61900	0.67574	0.00330	43.71027
19.30777	10.39630	0.63900	0.72334	0.00330	43.93349
19.16659	10.39541	0.63900	0.67458	0.00310	42.81971
19.07652	10.37554	0.63900	0.69468	0.00290	42.52868
18.99000	10.37537	0.66400	0.65249	0.00280	41.03466
18.54662	10.26623	0.66900	0.63533	0.00270	40.11988

City of Ankeny, Iowa
Principal Property Taxpayers ⁽¹⁾
Current Year and Nine Years Ago

		Fiscal Year 2021			Fiscal Year 2012		
Taxpayer	Type of Business	January 1, 2019	Rank	Percent of	January 1, 2010	Rank	Percent of
		Taxable Valuation		Total Taxable Value	Taxable Valuation		Total Taxable Value
DRA Properties, LC	Real estate development	\$ 51,735,507	1	1.24%			
Deere & Company	Farm & construction equipment	51,604,650	2	1.23%	23,428,000	4	1.07%
Perishable Distributors of Iowa	Food distribution	32,691,076	3	0.78%	17,507,250	6	0.80%
DLE Seven LLC	Real estate development	28,640,218	4	0.68%			
Casey's Retail Company ⁽²⁾	Convenience stores	26,093,250	5	0.62%	25,248,380	3	1.15%
Mid-American Energy	Utility	25,426,921	6	0.61%	28,603,928	1	1.30%
Woodland Reserve Apartments	Multiresidential	22,889,231	7	0.55%			
Denny Elwell Family LC	Real estate development	22,302,885	8	0.53%	28,067,980	2	1.28%
Hurd Fleet LLC ⁽³⁾	Retail merchandise/grocery	21,759,210	9	0.52%			
Edward Rose Millennial Development LLC	Multiresidential	21,423,902	10	0.51%			
B & G Foods, Inc ⁽⁴⁾	Spice distribution				19,500,000	5	0.89%
Ankeny North MOB, LLC ⁽⁵⁾	Real estate development				16,344,000	7	0.74%
Wal-Mart	Retail				15,608,000	8	0.71%
Karl Chevrolet	Automobile sales				15,370,000	9	0.70%
Menards, Inc.	Retail				12,434,000	10	0.57%
		<u>\$ 304,566,850</u>		<u>7.28%</u>	<u>\$ 202,111,538</u>		<u>9.19%</u>

⁽¹⁾ Polk County Assessor

⁽²⁾ Formerly Casey's General Stores

⁽³⁾ Formerly MFF Holdco 2 LLC

⁽⁴⁾ Formerly ACH Food Companies, Inc. and Tone Brothers

⁽⁵⁾ Formerly Signature Properties, LLC

City of Ankeny, Iowa
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Property Tax Levy	Collected within the Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2012	\$ 28,760,314	\$ 28,465,728	98.98%	1,482	\$ 28,467,210	98.98%
2013	30,765,354	30,631,053	99.56%	680	30,631,733	99.57%
2014	32,175,526	32,004,259	99.47%	63	32,004,323	99.47%
2015	33,776,125	33,604,866	99.49%	-	33,604,866	99.49%
2016	36,215,343	36,141,158	99.80%	-	36,141,158	99.80%
2017	39,332,135	39,275,113	99.86%	90	39,275,203	99.86%
2018	42,034,439	41,938,329	99.77%	216	41,938,545	99.77%
2019	43,020,403	42,912,290	99.75%	1	42,912,291	99.75%
2020	46,180,386	45,427,041	98.37%	-	45,427,041	98.37%
2021	48,433,501	47,845,644	98.79%	33,082	47,878,727	98.85%

City of Ankeny, Iowa
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-Type Activities				Total Primary Government	Percentage of Personal Income ⁽¹⁾	Debt Per Capita ⁽¹⁾
	General Obligation	Bond Anticipation	Capital Loan	General Obligation	General Capital	Capital Loan	Revenue			
	Bonds	Notes	Notes	Bonds	Loan Notes	Notes	Bonds			
2012	99,623,477	35,516,284	398,852	14,404,769		1,244,731	26,582,245	177,770,358	674.71%	3,862
2013	116,272,167	15,482,754	299,139	19,647,442		424,205	25,570,224	177,695,931	634.82%	3,835
2014	130,110,852	-	199,426	21,708,170		376,679	24,623,566	177,018,693	599.62%	3,757
2015	128,323,943	-	99,864	18,577,448		327,154	23,561,844	170,890,253	543.54%	3,559
2016	115,458,768	-	23,006,767	18,133,602	783,786	276,628	21,977,255	179,636,806	551.96%	3,112
2017	100,381,940	-	20,715,939	16,344,978	400,613	224,103	19,817,812	157,885,385	462.77%	2,726
2018	104,800,034	-	18,272,550	12,660,510	-	170,577	23,846,088	159,749,759	496.64%	2,926
2019	112,079,923	-	16,971,295	11,667,100	-	115,051	25,442,589	166,275,958	443.81%	3,045
2020	105,485,687	-	15,570,040	12,462,648	-	58,526	24,778,973	158,355,874	411.44%	2,900
2021	100,542,917	-	14,063,785	11,002,707	-	-	22,562,617	148,172,026	360.40%	2,227

⁽¹⁾ See the Schedule of Historical Economic Data for personal income and population data.

City of Ankeny, Iowa
Ratio of Net General Obligation Bonded Debt to Actual Property Valuation
and Net General Obligation Bonded Debt Per Capita
Last Ten Fiscal Years

Fiscal Year	Actual Property Valuation ⁽¹⁾	General Obligation Bonded Debt ⁽²⁾	Less Debt Service Fund	Net	Percentage of Actual Property Valuation	Per Capita ⁽³⁾
2012	3,655,769,076	151,701,502	2,214,278	145,771,722	3.99%	3,198
2013	3,643,550,680	152,018,448	2,698,019	145,906,981	4.00%	3,201
2014	3,707,192,203	147,001,255	3,649,020	142,716,980	3.85%	3,131
2015	3,877,150,098	157,382,923	3,606,767	135,000,233	3.48%	2,962
2016	4,146,398,301	137,843,470	2,928,614	144,980,386	3.50%	2,655
2017	4,621,919,410	135,733,094	2,928,500	126,233,500	2.73%	2,312
2018	4,911,602,753	135,733,094	2,148,966	133,584,128	2.72%	2,447
2019	5,659,720,457	140,718,318	1,860,091	138,858,227	2.45%	2,543
2020	6,065,361,932	133,518,375	1,506,634	132,011,741	2.18%	2,418
2021	6,757,286,173	125,609,409	1,813,014	123,796,395	1.83%	1,861

⁽¹⁾ Polk County Auditor

⁽²⁾ Includes General Obligation Bond Anticipation Notes and General Obligation Capital Loan Notes.

⁽³⁾ Per capita calculations based on data from U.S. Census Bureau

City of Ankeny, Iowa
Computation of Direct and Overlapping Bonded Debt
General Obligation Bonded Debt
June 30, 2021

	General Obligation Debt June 30, 2021	Percent Applicable to City	Direct and Overlapping General Obligation Debt	Underlying General Obligation Debt
Polk County	\$ 223,886,000	14.73%	\$ 32,978,408	\$ 190,907,592
Ankeny Community School District	60,490,000	92.02%	55,662,898	4,827,102
North Polk Community School District	26,165,000	3.55%	928,858	25,236,142
Saydel Community School District	24,650,000	9.39%	2,314,635	22,335,365
Des Moines Area Community College	97,560,000	7.87%	7,677,972	89,882,028
Subtotal overlapping debt	<u>\$ 432,751,000</u>		<u>\$ 99,562,771</u>	<u>\$ 333,188,229</u>
City of Ankeny	<u>114,606,702</u>	100.00%	<u>114,606,702</u>	<u>-</u>
Total direct and overlapping debt	<u><u>\$ 547,357,702</u></u>		<u><u>\$ 214,169,473</u></u>	<u><u>\$ 333,188,229</u></u>

Source: Bond Official Statement May 2021

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Ankeny. This process recognizes that, when considering the government's ability to issue and repay long-term debt the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

City of Ankeny, Iowa
Computation of Legal Debt Margin
Last Ten Fiscal Years

	Fiscal Year			
	2021	2020	2019	2018
Actual property valuation ⁽¹⁾	\$ 6,757,286,173	\$ 6,065,361,932	\$ 5,659,720,457	\$ 4,911,602,753
Debt limit - 5% of assessed valuation	337,864,309	303,268,097	282,986,023	245,580,138
Amount of debt applicable to limit:				
General obligation bonds	111,545,624	117,948,335	123,747,023	117,460,544
Bond anticipation notes	-	-	-	-
Capital loan notes	14,063,785	15,570,040	16,971,295	18,272,550
Total debt applicable to limit	125,609,409	133,518,375	140,718,318	135,733,094
Legal debt margin	\$ 212,254,900	\$ 169,749,722	\$ 142,267,705	\$ 109,847,044
Percent of debt limit	62.82%	55.97%	50.27%	44.73%

⁽¹⁾ Polk County Auditor

Fiscal Year					
2017	2016	2015	2014	2013	2012
\$ 4,621,919,410	\$ 4,146,398,301	\$ 3,877,150,098	\$ 3,707,192,203	\$ 3,643,550,680	\$ 3,655,769,076
231,095,971	207,319,915	193,857,505	185,359,610	182,177,534	182,788,454
117,460,544	116,726,918	133,592,370	146,901,391	151,819,022	135,919,609
-	-	-	-	-	15,482,754
18,272,550	21,116,552	23,790,553	99,864	199,426	299,139
135,733,094	137,843,470	157,382,923	147,001,255	152,018,448	151,701,502
\$ 95,362,877	\$ 69,476,445	\$ 36,474,582	\$ 38,358,355	\$ 30,159,086	\$ 31,086,952
41.27%	33.51%	18.82%	20.69%	16.55%	17.01%

City of Ankeny, Iowa
Revenue Bond Coverage
Last Ten Fiscal Years

Water Fund

Fiscal Year	Gross Revenues	Operating Expenses ⁽¹⁾	Net Revenue	Annual Debt Service Requirements ⁽²⁾			Coverage
			Available For Debt Service	Principal	Interest	Total	
2012	8,354,480	5,404,880	2,949,600	530,000	500,325	1,030,325	2.8628
2013	8,846,173	6,124,636	2,721,537	552,000	480,055	1,032,055	2.6370
2014	9,779,719	6,269,095	3,510,624	573,000	453,590	1,026,590	3.4197
2015	8,688,777	5,807,229	2,881,548	605,000	364,442	969,442	2.9724
2016	9,880,790	6,176,047	3,704,743	696,000	204,519	900,519	4.1140
2017	11,112,072	7,270,526	3,841,546	708,000	190,726	898,726	4.2744
2018	12,780,133	8,443,783	4,336,350	829,000	232,923	1,061,923	4.0835
2019	13,041,853	8,603,639	4,438,214	1,161,000	431,456	1,592,456	2.7870
2020	14,786,458	9,495,815	5,290,643	1,432,000	617,955	2,049,955	2.5809
2021	18,387,461	11,330,446	7,057,015	1,604,000	654,407	2,258,407	3.1248

Sewer Fund

Fiscal Year	Gross Revenues	Operating Expenses ⁽¹⁾	Net Revenue	Annual Debt Service Requirements ⁽²⁾			Coverage
			Available For Debt Service	Principal	Interest	Total	
2012	9,770,350	5,992,735	3,777,615	904,000	501,016	1,405,016	2.6887
2013	10,833,241	6,410,346	4,422,895	890,000	654,066	1,544,066	2.8644
2014	12,337,137	8,312,664	4,024,473	640,693	567,335	1,208,028	3.3314
2015	13,160,956	8,090,715	5,070,241	665,000	611,985	1,276,985	3.9705
2016	14,927,432	8,823,187	6,104,245	915,000	459,894	1,374,894	4.4398
2017	15,083,679	8,881,687	6,201,992	946,000	438,744	1,384,744	4.4788
2018	15,529,787	9,350,589	6,179,198	830,000	329,199	1,159,199	5.3306
2019	15,960,987	9,901,726	6,059,261	800,000	293,579	1,093,579	5.5408
2020	17,183,205	10,646,788	6,536,417	700,000	214,769	914,769	7.1454
2021	19,035,350	9,471,408	9,563,942	560,000	137,088	697,088	13.7199

⁽¹⁾ Total operating expenses exclusive of depreciation.

⁽²⁾ Includes revenue bonds and capital loan notes.

Water Fund issued revenue bonds with coverage requirements in fiscal years 2002, 2014, 2017, 2018, 2019 and 2020.

Sewer Fund issued revenue bonds with coverage requirements in fiscal year 2012 and 2014.

City of Ankeny, Iowa
Historical Economic Data
Last Ten Years

Calendar Year	Employment		Personal Income ⁽³⁾		Retail Sales ⁽⁴⁾		Building Permits ⁽⁵⁾			
	Population ⁽¹⁾	Unemployment Rate ⁽²⁾	Personal Income (000's)	Per Capita	Number of Businesses	Taxable Sales (Millions)	Commercial Permits Issued	Dollar Value of Permits Issued	Residential Permits Issued	Dollar Value of Permits Issued
2011	45,582	3.7%	26,378,115	44,966	4,215	658.10	15	19,062,235	580	107,047,822
2012	45,582	3.4%	28,229,462	46,753	4,303	682.91	33	73,674,050	1,031	178,308,459
2013	45,582	3.2%	28,249,496	47,612	4,408	714.82	26	34,233,742	859	191,833,192
2014	45,582	2.7%	29,841,639	48,797	4,427	775.17	36	44,367,457	1,011	205,569,149
2015	54,598	2.3%	30,780,533	49,415	4,542	841.97	31	44,176,393	929	201,259,673
2016	54,598	2.2%	32,166,099	50,677	4,702	924.79	18	48,885,982	1,281	294,900,482
2017	54,598	2.3%	33,781,200	52,300	4,912	977.78	34	73,499,093	1,106	228,825,648
2018	54,598	2.0%	37,465,600	54,098	5,089	972.67	31	71,114,309	897	173,052,575
2019	54,598	2.1%	38,488,124	55,039	5,205	1005.78	35	57,733,604	1,076	256,749,469
2020	66,532	4.4%	41,112,908	58,076	5,377	1025.10	22	65,497,340	1,168	297,765,158

⁽¹⁾ U.S. Census Bureau

⁽²⁾ Iowa Workforce Development, Des Moines Metropolitan Service Area

⁽³⁾ U.S. Bureau of Economic Analysis, Des Moines Metropolitan Service Area

⁽⁴⁾ Iowa Department of Revenue, fiscal year ending March 31

⁽⁵⁾ City of Ankeny Planning and Building Department

City of Ankeny, Iowa
Principal Employers ⁽¹⁾
Current Year and Nine Years Ago

Employer ⁽²⁾	Type of Business	Fiscal Year 2021		Fiscal Year 2012	
		Approximate Number of Employees	Rank	Approximate Number of Employees	Rank
John Deere Des Moines Works	Farm equipment	1,850	1	2,116	1
Ankeny Community Schools	Education	1,743	2	1,654	2
Casey's General Stores	Corporate headquarters/distribution	1,200	3	585	4
Perishable Distributors of Iowa	Wholesale meat/bakery distributor	750	4	533	5
City of Ankeny	Municipal government	638	5	497	6
Des Moines Area Community College ⁽³⁾	Higher education	611	6	1,603	3
Baker Group	Mechanical/electrical contractor	550	7		
Purfoods	Wholesale distribution	517	8		
B & G Foods, Inc. ⁽⁴⁾	Spice manufacturing/distribution	400	9	475	7
SYSCO Food Services of Iowa	Wholesale distribution	283	10	251	8
Praxair	Industrial gases/welding equipment			157	9
Accumold	Plastic Micro-molding			150	10
Total		<u>8,542</u>		<u>8,021</u>	

⁽¹⁾ City of Ankeny Economic Development Department

⁽²⁾ Does not include retail employers

⁽³⁾ Does not include 1,056 student employees and adjunct faculty

⁽⁴⁾ Formerly ACH Food Companies, Inc and Tone Brothers

City of Ankeny, Iowa
Number of Permanent City Employees by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2021	2020	2019	2018	2017	2016 ⁽¹⁾	2015	2014	2013	2012
Public Safety:										
Police:										
Police Administration	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Operations	60.00	59.00	56.00	51.00	52.00	47.00	47.00	46.00	45.00	44.00
Support Services	19.40	17.40	16.40	18.40	15.40	15.40	15.50	15.50	15.50	15.50
Fire:										
Fire Administration	4.00	4.00	4.00	4.00	4.00	4.00	3.00	3.00	3.00	3.00
Fire Suppression	22.00	22.00	22.00	16.00	7.00	7.00	1.00	1.00	1.00	1.00
Emergency Medical Services	44.50	41.00	35.00	26.00	32.25	29.25	23.50	23.00	23.00	23.00
Code Enforcement	15.06	13.50	13.50	13.00	11.00	9.00	9.00	9.00	8.00	8.00
Total Public Safety	166.96	158.90	148.90	130.40	123.65	113.65	101.00	99.50	97.50	96.50
Health and social services:										
Public Relations	-	-	-	-	-	-	-	-	-	3.00
Culture and Recreation:										
Library	22.86	20.52	17.50	17.50	17.50	17.50	6.00	6.00	6.00	6.00
Parks and Recreation:										
Park Administration	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.00
Park Maintenance	10.00	10.00	9.00	9.00	8.50	8.50	6.00	6.00	6.00	7.00
Recreation Programs	3.50	2.50	2.50	2.50	2.50	2.50	2.50	3.00	3.00	3.00
Aquatic Centers	1.00	1.00	1.00	1.00	0.50	0.50	0.50	-	-	-
Prairie Ridge Sports Complex	8.33	7.33	7.33	7.33	7.33	6.66	2.00	2.00	2.00	2.00
Total Culture and Recreation	47.69	43.35	39.33	39.33	38.33	37.66	19.00	19.00	19.50	20.00
Public Works:										
Street Cleaning	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Safety	6.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Roadway Administration	9.81	10.00	10.00	7.00	7.00	6.47	6.34	6.34	6.25	6.25
Roadway Maintenance	14.50	14.00	13.00	13.00	13.00	12.00	12.00	11.00	11.00	11.00
Central Garage	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Total Public Works	35.31	32.00	31.00	28.00	28.00	26.47	26.34	25.34	25.25	25.25
Community and Economic Development:										
Development Engineering	7.50	5.25	4.25	4.25	3.25	3.25	3.00	3.00	3.00	3.00
Planning & Building	-	7.00	7.00	7.00	6.00	6.00	6.00	5.00	5.00	4.00
Community Development	9.00	-	-	-	-	-	1.00	2.00	-	2.00
Economic Development	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Total Community and Economic Development:	18.50	14.25	13.25	13.25	11.25	11.25	12.00	12.00	10.00	11.00
General Government:										
Human Resources	3.00	3.00	3.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Communications	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	-
City Manager	4.00	3.00	4.00	4.00	3.00	3.00	3.00	3.00	4.00	3.00
City Clerk	4.60	4.60	4.60	4.60	4.60	4.60	4.50	4.50	4.50	4.50
Finance	5.00	5.00	3.50	2.50	3.50	3.50	3.50	3.50	4.00	4.00
Information Technology	6.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Total General Government	24.60	22.60	22.10	19.10	19.10	19.10	19.00	19.00	20.50	17.50
Water										
Water Administration	3.32	3.07	3.07	2.50	3.00	2.83	2.83	2.83	2.50	3.50
Water Maintenance	11.83	10.00	10.00	10.00	9.00	9.00	8.00	8.00	7.00	7.00
Total Water	15.15	13.07	13.07	12.50	12.00	11.83	10.83	10.83	9.50	10.50
Sewer:										
Wastewater Administration	3.31	3.06	3.06	4.83	5.13	5.14	5.83	5.83	6.50	6.50
Wastewater Operations	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	10.00	10.00
Total Sewer	12.31	12.06	12.06	13.83	14.13	14.14	14.83	14.83	16.50	16.50
Storm water:										
Stormwater Administration	3.75	2.75	2.75	2.75	2.75	2.45	1.50	1.50	1.50	1.50
Otter Creek Golf Course:										
Golf Course Maintenance	6.08	6.08	5.83	5.83	5.50	5.50	2.00	2.00	3.50	3.00
Golf Course Club House	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Golf Course Banquet Services	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Otter Creek Golf Course	8.08	8.08	7.83	7.83	8.50	8.50	5.00	5.00	6.50	6.00
Total	332.35	307.06	290.29	266.99	257.71	245.05	209.50	207.00	206.75	207.75

Source: City Records

⁽¹⁾ The 2016 FTE calculation has been adjusted to include all regular part-time and certain seasonal positions

City of Ankeny, Iowa
Operating Indicators by Function
Last Ten Years

Function	CY2020 FY2021	CY2019 FY2020	CY2018 FY2019	CY2017 FY2018	CY2016 FY2017	CY2015 FY2016	CY2014 FY2015	CY2013 FY2014	CY2012 FY2013	CY2011 FY2012
Public safety:										
Police:										
UCR reportable crimes ⁽²⁾	938	1,180	1,118	961	884	790	740	740	678	725
Calls for service ⁽²⁾	38,465	44,346	42,130	38,568	35,620	39,091	38,248	36,591	36,583	36,265
Miles logged by patrol annually ⁽²⁾	366,692	377,474	362,243	343,090	352,986	399,082	394,946	365,434	370,718	358,316
Traffic accidents per 1,000 population ⁽²⁾	18.73	27.22	25.99	23.41	23.13	27.13	23.98	24.27	25.58	25.82
Total training hours, including academy-Operations ⁽²⁾	9,816	14,047	12,385	9,689	4,523	6,852	5,536	2,836	5,644	6,380
Fire:										
Fire calls ⁽²⁾	1,557	1,379	1,302	1,029	1,117	963	964	760	667	702
Ambulance calls ⁽²⁾	4,307	4,431	3,882	3,398	3,137	2,833	2,670	2,538	2,355	2,209
Training hours ⁽²⁾	10,000	16,000	16,000	14,000	13,500	13,248	11,154	7,686	7,767	7,837
Fire inspections performed ⁽²⁾	640	429	624	386	381	307	282	273	226	230
Code Enforcement:										
Building permits issued ⁽²⁾	3,383	2,954	2,190	2,383	2,858	2,398	2,228	2,082	2,081	1,575
Code enforcement cases ⁽²⁾	2,543	1,963	1,746	1,789	1,397	1,063	752	711	612	601
Health and social services:										
Special Populations:										
Number of special population events	18	13	22	22	22	24	24	28	21	21
Number of event participants	6,192	800	7,561	7,198	2,093	2,102	1,865	1,850	1,894	1,984
Culture and recreation:										
Library:										
Circulation ⁽¹⁾	514,425	528,937	616,863	607,082	586,189	583,280	585,226	577,795	579,524	562,556
Number of library visitors ⁽¹⁾	201,589	203,926	264,782	270,193	269,171	268,088	268,725	268,631	275,843	259,142
Number of special programs/events ⁽¹⁾	169	588	1,174	1,149	1,149	1,150	1,123	934	986	1,003
Program attendance ⁽¹⁾	19,598	12,559	34,914	36,375	36,486	38,365	36,152	33,719	37,552	37,129
Parks and Recreation:										
Recreation program and event participants ⁽²⁾	30,784	16,757	35,697	34,998	29,558	29,807	25,781	25,823	NA	NA
Community center rentals ⁽²⁾	250	178	458	459	459	477	477	431	NA	376
Aquatic center attendance (88 day season) ⁽²⁾	156,893	18,404	155,079	147,888	140,000	144,629	131,990	140,284	153,000	140,000
Sports complex events (224 days season) ⁽²⁾	13,917	6,522	13,780	13,510	14,490	11,194	11,183	11,186	9,304	NA
Community and economic development:										
Community Development:										
Additional acres platted ⁽²⁾	463	842	437	570	628	734	640	482	549	290
Economic Development										
Number of development agreements executed ⁽¹⁾	6	1	4	5	4	4	3	3	3	5
Business retention visits ⁽¹⁾	30	40	20	30	40	60	50	15	30	30
General government:										
Communications										
Number of social media followers	43,243	39,117	34,258	28,642	25,152	21,232	13,324	8,903	6,905	4,644
Number of individual users of the Ankeny website	389,062	349,971	380,777	315,737	287,757	271,258	244,184	249,686	289,442	278,099
Human resources:										
Number of W-2's issued ⁽²⁾	638	797	786	734	719	673	669	653	634	604
Number of paychecks issued ⁽²⁾	10,314	12,305	11,725	11,248	11,222	11,035	10,782	10,351	10,521	10,205
Number of employment applications received ⁽²⁾	2,105	5,249	2,956	2,735	2,116	1,947	1,798	1,745	1,044	1,350
City Clerk's Office										
Number of meeting agendas/minutes prepared ⁽²⁾	41	53	39	51	53	55	57	79	72	NA
Number of resolutions processed ⁽²⁾	529	564	544	515	479	576	524	432	533	NA
Number of open records requests completed ⁽²⁾	71	67	58	NA	NA	NA	NA	NA	NA	NA
Number of license/permit applications received ⁽²⁾	2,683	2,715	2,552	2,415	2,246	3,223	2,428	2,222	2,245	2,697
Finance Office										
Number of accounts payable claims ⁽²⁾	28,130	16,350	18,690	18,457	17,871	18,247	17,406	16,429	17,325	17,293
Average number of utility billing accounts ⁽¹⁾	25,514	24,069	23,157	22,199	21,118	20,144	19,002	18,188	17,461	16,898
Road Use Tax:										
Planned value of CIP (in millions)	39.21	42.95	29.40	27.61	16.80	14.85	15.72	40.15	19.09	31.01
Water:										
Avg daily water consumption-millions of gallons ⁽¹⁾	6.62	5.84	5.57	5.78	5.06	4.63	4.28	4.86	4.63	4.84
Number of service work orders ⁽¹⁾	9,223	7,574	7,203	7,439	6,789	6,614	6,801	5,932	5,307	5,146
Number of system repairs ⁽¹⁾	108	88	112	102	58	52	54	56	59	53
Number of water main breaks ⁽¹⁾	29	21	19	33	10	16	10	52	39	38
Number of fire hydrants flushed ⁽¹⁾	2,063	2,017	1,647	500	1,100	1,467	1,049	733	NA	NA
Sewer:										
Avg daily sewer treatment-MGD ⁽¹⁾	7.560	7.654	8.840	6.456	7.161	7.517	7.229	5.455	4.825	4.370
Number of service work orders ⁽¹⁾	21	33	82	45	11	28	49	69	54	49
Miles of sanitary sewer cleaned ⁽¹⁾	69.5	54.5	42.2	40.6	28.7	32.8	32.1	24.7	29.5	16.6
Miles of sanitary sewer televised ⁽¹⁾	42.6	45.0	26.3	36.8	23.0	31.4	31.7	15.2	16.8	24.7
Storm Water:										
Number of public education programs ⁽¹⁾	11	7	8	8	8	8	8	8	8	5
Tons of debris cleared ⁽²⁾	438	477	362	376	345	506	495	410	334	292
Number of storm sewer intakes cleared ⁽¹⁾	1,770	1,980	783	537	360	130	145	111	421	605
Number of COSESCO permits inspected ⁽¹⁾	1,055	141	214	272	255	267	258	235	238	183
Otter Creek Golf Course:										
Number of rounds played ⁽²⁾	20,833	26,330	26,544	29,155	29,798	28,790	28,228	28,910	27,630	29,104
Number of days open ⁽²⁾	212	245	245	245	232	220	202	221	212	235
Risk Management:										
Number of risk management claims handled ⁽²⁾	40	33	42	19	20	20	22	41	25	19
Days off due to work comp injuries ⁽²⁾	20	115	240	73	61	120	63	73	580	140
Health Insurance:										
Number of employees in the health plan ⁽¹⁾	274	265	254	217	212	213	212	203	196	204
Total amount of claims paid (in millions) ⁽¹⁾	\$ 3.39	\$ 3.11	\$ 3.02	\$ 2.77	\$ 2.40	\$ 2.53	\$ 2.45	\$ 2.35	\$ 2.07	\$ 2.00

⁽¹⁾ Fiscal Year

⁽²⁾ Previous Calendar Year

Source: City Records

City of Ankeny, Iowa
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Public safety:										
Police:										
Sworn officers per 1,000 population	0.91	0.94	0.97	0.95	0.93	1.00	1.01	1.02	1.07	1.11
Number of police stations	1	1	1	1	1	1	1	1	1	1
Fire:										
Number of fire stations	3	3	3	2	2	2	2	2	2	2
Number of outdoor warning sirens	23	23	23	23	23	23	23	19	19	17
Culture and recreation:										
Library:										
Number of branches	1	1	1	1	1	1	1	1	1	1
Items in the collection	224,009	215,319	191,886	182,410	145,086	135,206	132,297	126,366	106,539	98,349
Parks and Recreation:										
Park acres developed	1,038	1,038	827	827	819	813	813	787	776	755
Community centers	2	2	2	2	2	2	2	2	2	2
Sports complexes	2	2	2	2	2	2	2	2	2	2
Public works:										
Lane miles of streets	564	564	555	543	540	524	479	472	465	458
Number of cul-de-sacs	389	389	379	369	365	361	345	328	325	297
Number of traffic signals	74	71	73	72	71	70	60	59	59	56
Number of street lights	6,837	6,577	6,523	6,238	5,986	5,733	5,479	5,174	NA	NA
General government:										
Data Processing										
Number of personal computers	530	445	438	413	385	362	349	349	350	328
Number of printers	116	131	131	138	120	123	123	88	119	121
Number of VoIP phone sets	255	249	245	243	290	298	296	296	297	297
Water:										
Miles of water main	352	338	329	319	308	296	283	278.00	259 (1)	330
Above ground storage-millions of gallons	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Number of water valves	5,133	4,961	4,801	4,604	4,435	4,134	3,975	3,888	NA	NA
Number of fire hydrants	4,799	4,678	4,522	4,372	4,227	4,012	3,833	3,698	3,642	3,456
Sewer:										
Miles of sanitary sewer	294	286	280	269	263	254	243	247	239	226
Number of sanitary sewer manholes	6,556	6,395	6,210	5,985	5,860	5,612	5,361	5,173	5,035	4,619
Storm Water:										
Miles of storm sewer	310	297	295	286	277	261	251	240.00	NA	NA
# of storm sewer intakes, manholes & outlets	14,680	14,488	14,150	13,685	13,143	12,213	11,283	10,856	NA	NA
Otter Creek golf course:										
Number of municipal golf courses	1	1	1	1	1	1	1	1	1	1

⁽¹⁾ Updated to reflect only city owned, active water mains
Source: City Records

City of Ankeny, Iowa
Insurance Schedule ⁽¹⁾
June 30, 2021

Insurance Company	Policy Number	Type of Coverage	Liability Limits	Deductible	Policy Expiration
Iowa Communities Assurance Pool					7/15/2021
	408	Liability:			
		Legal Liability/3rd Party	\$15,000,000	\$0	
		Automobile Liability	\$15,000,000	\$0	
		Wrongful Acts	\$15,000,000	\$2,500	
		Law Enforcement Liability	\$15,000,000	\$5,000	per claim
		Appeal, Bail, Property Release Bonds	Unlimited	\$0	
		Claim and Defense Expenses	Unlimited	\$0	
		Covered Pollution Cost or Expense for Automobiles	\$15,000,000	\$0	
		Employee Benefit	\$1,000,000	\$1,000	
		Employment Expense	\$15,000,000	\$0	
		Good Samaritan	\$15,000,000	\$0	
		Injunctive Relief	\$50,000	\$0	
		Medical Malpractice	\$15,000,000	\$0	
		Member Expenses	\$10,000	\$0	
		Post-Judgment/Pre-Judgment Interest	Unlimited	\$0	
		Stop Gap	\$15,000,000	\$0	
		Underinsured/Uninsured Motorist	\$500,000	\$0	
		Broad Legal Defense Fund	\$25,000/\$25,000	\$0	each/aggregate
		Moral Obligation to Pay	\$5,000/\$10,000	\$0	each/aggregate
		Cyber Breach Notification	\$2,000,000	\$0	per occurrence
		Pollution Liability:			
		Chlorine, Anti-Skid Materials Storage & Application	\$15,000,000	\$0	
		Pesticides	\$15,000,000	\$0	
		Fire Department and Fire Department Training	\$500,000	\$0	
		Sewer Back-Up	1,000,000/1,000,000	\$0	each/aggregate
		Fungi or Bacteria Injury or Cleanup	\$25,000/\$50,000	\$0	occurrence/aggregate
		Water Treatment Plants - Clean Up	\$50,000	\$0	
		Liquor Liability	\$10,000,000	\$0	
		Property:			
		Buildings	\$125,715,608	80% coinsurance	
		Personal Property	\$8,870,364	80% coinsurance	
		Newly Acquired/Newly Constructed Buildings	\$2,000,000	\$25,000	
		Book Collection	\$2,000,000	\$25,000	
		Vehicles	\$11,458,282	\$25,000	
		Miscellaneous Property - Scheduled & Unscheduled	\$6,098,447	\$25,000	
		Electronic Data Processing	\$19,294	\$25,000	
		Boiler	\$100,000,000	\$25,000	
		Earthquake	\$20,000,000	10% of loss	
Travelers Casualty and Surety Company of America					7/15/2021
	106140003	Employee Dishonesty	\$100,000	\$1,000	
		Employee Dishonesty for Specified Positions	\$500,000	\$1,000	
Iowa Municipal Workers Compensation Association					
	0643	Worker's Compensation	Statutory	N/A	6/30/2021
Wellmark BCBS of Iowa					
	038	Employee Health Insurance (per member)	Unlimited	\$100,000	6/30/2021
		Minimum Aggregate Deductible		\$4,936,965	

⁽¹⁾ City of Ankeny City Manager's Office and Human Resources Office
N/A - Not applicable

Compliance Section

Information to Comply with *Government Auditing Standards*
and Uniform Guidance

June 30, 2021

City of Ankeny, Iowa



**Independent Auditor's Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

To the Honorable Mayor and
Members of the City Council
City of Ankeny, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ankeny, Iowa, (City) as of and for the year then ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 15, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2021 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying schedule of findings and questioned costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

City's Responses to Findings

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Sallie LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 15, 2021



Independent Auditor's Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Mayor and
Members of the City Council
City of Ankeny, Iowa

Report on Compliance for the Major Federal Program

We have audited the City of Ankeny, Iowa's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2021. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on the compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City of Ankeny, Iowa complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa
December 15, 2021

City of Ankeny, Iowa
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing / Federal CFDA Number	Pass-Through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
U.S. Department of Justice				
Direct Program				
Bulletproof Vest Partnership Program	16.607		\$ 1,125	\$ -
Bulletproof Vest Partnership Program	16.607		4,417	-
			5,542	-
Public Safety Partnership and Community Policing Grants	16.710		178,100	-
Total U.S. Department of Justice			183,642	-
U.S. Department of Transportation				
Highway Safety Cluster				
Pass-through program from Iowa Department of Public Safety				
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	20-402-MOPT Task 02-00-00	18,994	-
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	21-402-MOPT Task 03-00-00	33,750	-
Total Highway Safety Cluster			52,744	-
U.S. Treasury				
Pass-through program from Iowa Department of Revenue				
COVID-19 - Coronavirus Relief Fund	21.019	00201	1,600,797	-
U.S. Department of Homeland Security				
Pass-through program from Iowa Homeland Security and Emergency Management				
COVID-19 - Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4483-DRIA	53,367	-
Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4386-DRIA	208,710	-
Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4557-DRIA	17,524	-
Total U.S. Department of Homeland Security			279,601	-
Total Federal Financial Assistance			\$ 2,116,784	\$ -

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Ankeny, Iowa, (the City) under programs of the federal government for the year ended June 30, 2021. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, fund balance, or cash flows of the City.

Note 2 - Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

Note 3 - Indirect Cost Rate

The City has not elected to use the 10% de minimis cost rate.

Part I: Summary of the Independent Auditor's Results

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516:	No

Identification of major program:

<u>Name of Federal Program</u>	<u>Federal Financial Assistance Listing / CFDA Number</u>
COVID-19 - Coronavirus Relief Fund	21.019
Dollar threshold used to distinguish between type A and type B programs	\$750,000
Auditee qualified as low-risk auditee?	No

Part II: Financial Statement Findings

MATERIAL WEAKNESS

2021-001 Correction of an Error and Material Audit Adjustments

Criteria – A properly designed system of internal control over financial reporting allows entities to initiate, authorize, record, process, and report financial data reliably in accordance with generally accepted accounting principles.

Condition – During the year ended June 30, 2021, the City changed its reporting of Storm Water capital assets to be more aligned with generally accepted accounting principles. Material entries were proposed as part of this process and as part of other audit procedures.

Cause – The City’s process for identifying and recording Storm Water assets in the past involved using Capital Project funds to incur expenses which has created issues with the capitalization of Storm Water infrastructure as opposed to Governmental Activities infrastructure.

Effect – The effect of this condition was the restatement of prior year net position balances to update balances included in infrastructure in the Storm Water Fund and Governmental Activities.

Recommendation – We recommend the City record assets, liabilities, and expenses of any capital asset projects in the fund which will ultimately finance the liability or long term debt related to the asset.

Views of Responsible Officials – Management agrees with the finding.

Part III: Findings and Questioned Costs for Federal Awards

There were no findings and questioned costs to report.

Part IV: Other Findings Related to Required Statutory Reporting

2021-IA-A Certified Budget – Disbursements during the year ended June 30, 2021 did not exceed the amounts budgeted.

2021-IA-B Questionable Expenditures – We noted no expenditures that we believe may not meet the requirements of public purpose as defined in an Attorney General’s opinion dated April 25, 1979.

Part IV: Other Findings Related to Required Statutory Reporting (continued)

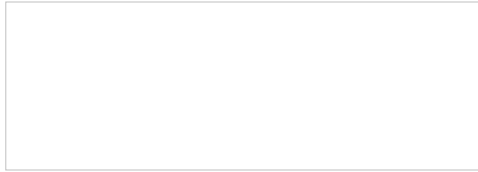
- 2021-IA-C Travel Expense** – No expenditures of City money for travel expenses of spouses of City officials or employees were noted.
- 2021-IA-D Business Transactions** – No business transactions between the City and City officials or employees were noted.
- 2021-IA-E Restricted Donor Activity** – No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2021-IA-F Bond Coverage** – Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure the coverage is adequate for current operations.
- 2021-IA-G Council Minutes** – No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2021-IA-H Deposits and Investments** – No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City’s investment policy were noted.
- 2021-IA-I Revenue Bonds and Notes** – No instances of noncompliance with the revenue bond and note resolutions were noted.
- 2021-IA-J Annual Urban Renewal Report** – The annual urban renewal report was approved and certified to the Iowa Department of Management on or before December 1, 2020.
- 2021-IA-K Tax Increment Financing** – the Special Revenue Tax Increment Financing Fund properly disbursed payments for TIF loans and rebates. Also, the City properly completed the Tax Increment Debt Certificate forms to request TIF property taxes.
- 2021-IA-L Depository Resolution** – Chapter 12C.2 of the Code of Iowa requires City approval by resolution of all depositories used by the City. The City approved depositories through resolution. However, deposits during the year were in excess of amounts listed in the resolution.

Recommendation – The City should consider updating its depository resolution.

Views of Responsible Officials – The City has diversified its deposits accordingly.



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CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

:This revision includes amendment to the City's purchasing policy to incorporate changes related to bidding thresholds for construction of public improvements, effective January 1, 2022. For cities great than 50,000 population, the threshold for horizontal infrastructure (highway, bridge, and culvert projects) increased from \$72,000 to \$77,000 for competitive bids, with projects under \$77,000 requiring competitive quotes. There were no changes to the bid and quote thresholds for vertical infrastructure (buildings, utilities, sidewalks, trails, etc.).

RESOLUTION 2022-

**A RESOLUTION RELATING TO THE REVISION OF THE FINANCIAL POLICY OF
THE STANDARD ADMINISTRATIVE POLICY AND PROCEDURES MANUAL OF
THE CITY OF ANKENY, IOWA**

WHEREAS, City staff is recommending revision to the Financial Policy of the Standard Administrative Policy and Procedures Manual to include revisions to the Purchasing Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the revised Financial Policy of the Standard Administrative Policy and Procedures Manual, should be and is hereby adopted as the financial policy of the City and shall remain in full force and affect until otherwise amended or supplemented by subsequent Council action.

Passed and approved the 3rd day of January, 2022.

Mark E. Holm, Mayor

Attest:

Denise L. Hoy, City Clerk



Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**
Section: **PURCHASING POLICY**

Date of Version: **January 3, 2022**
Resolution No.: **2022-???**

SECTION 1 – PURPOSE

The purpose of this purchasing policy is to ensure that sound business judgment is utilized in all procurement transactions and that goods and services are obtained efficiently and economically and in compliance with applicable federal and state laws and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

SECTION 2 – APPLICATION

This policy applies to the procurement of all goods and services that include any federal program funding. In regards to any such federal programs, all procurement will be done in accordance with 2 CFR; Part 200.

SECTION 3 – PURCHASING POLICY

- A. It shall be the responsibility of the Department Director to ensure that his/her department follows all policies and procedures.
- B. Only the purchasing methods described herein are available for purchasing goods and services on behalf of the City.
- C. The City's purchasing system is considered decentralized (each department's responsibility) except for those goods, services, and equipment that qualify or are designated for centralized purchasing.
- D. All applicable paperwork should be forwarded to the Finance Department as promptly as possible to expedite processing.
- E. No purchase made by an employee shall bind the City to receive and/or pay for the goods or services procured, unless authorized by the methods described herein.
- F. Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendor invoices, cancellation of purchase orders or purchasing privileges, or other sanctions as

determined necessary after consultation with the department director and/or city manager.

- G. The Finance Department will approve requisitions and will issue or deny purchase orders within 24 hours of receiving a properly authorized requisition.
- H. Transactions should not be split into smaller parts in order to circumvent the dollar limitations and requirements of this policy.
- I. The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services, authorization must be obtained from the City Manager's Office or the Finance Department.
- J. Employee reimbursements should be kept to a minimum (i.e. emergencies and travel/training).

SECTION 4 – PURCHASING LIMITATIONS

A. Informal Quotation Process (Informal)

- 1. The purchase of any goods or services with a total value between \$1,000 and \$4,999 requires at least three quotations. These quotations can be either telephone quotations or from a suppliers catalog. These quotations need to be documented on the purchase requisition.
- 2. The purchase of any goods or services whose total value is between \$5,000 and \$39,999 shall require written quotations from at least three suppliers. Quotations should be retained by the purchasing department with other related paperwork and be documented on the purchase requisition.
- 3. Purchases for public improvements qualifying under Chapter 26.3 of the Code of Iowa that are less than \$77,000 for highway, bridge, or culvert work, less than \$77,000 for buildings, utilities, sidewalks, trails, etc. or have been declared *emergency repair work* qualify for informal quotations. These purchases shall adhere to the following requirements:
 - a. The contractor must provide a performance and payment bond for a public improvement project of more than \$25,000 (Chapter 573.3 of the Code of Iowa).
 - b. The City Manager shall solicit City Council affirmation of contracts over \$50,000 at the next regularly scheduled or special called meeting.

B. Competitive Quotation Process (Semi-Formal)

- 1. The purchase of any goods or services with an estimated value in excess of \$40,000 shall require the taking of competitive bids based on written bid specifications with the cooperation of the Finance Department.

All bid documents shall receive prior approval from the City Manager or his designee. All amendments to bid specifications shall be made in writing. In the event it is deemed necessary to verbally inform a vendor of a bid specification change, such verbal communications shall be immediately followed up with written confirmation of the change. A notice to bidders may be published in an authorized publication, but is not required.

The written bid documents will include the time, place, and manner for filing quotations, which may be received by mail, fax, or e-mail. A report outlining all bids received, including the vendor names and the amount of the bids shall be submitted. If the bid is being awarded to a vendor other than the low bidder, the report shall also state why the bid is not being awarded to the low bidder. The report shall also include the amount budgeted for this purchase. The City Manager or his designee may award the contract bid, execute the contract, authorize work to proceed under the contract, and/or approve performance and payment bonds. The City Manager shall solicit City Council affirmation of all semi-formal bids, contracts, and purchases at the next regularly scheduled or special meeting.

2. Purchases for public improvements qualifying under Chapter 26.3 of the Code of Iowa that are between \$77,000 and \$139,000 and have not been declared *emergency repair work* and are not for highway, bridge, or culvert work qualify for competitive bidding (semi-formal) and shall adhere to part B.1 of this section. The contractor must provide a performance and payment bond.

C. Competitive Bidding (Formal)

1. Purchases for public improvements qualifying under Chapter 26.3 of the Code of Iowa that are in excess of \$139,000 or are for highway, bridge, or culvert work in excess of \$77,000 must use formal bidding as defined by Chapter 26 of the Code of Iowa, unless the improvements are declared *emergency repair work*.
2. Formal bids must be taken with the cooperation of the City Manager and the City Clerk using the following steps:
 - a. Detailed and written plans and specifications and a detailed cost estimate must be prepared for the public improvement project, approved by the City Manager, and placed on file with the City Clerk's office.
 - b. A notice to bidders must be published by the City Clerk not less than four days and not more than forty-five days before the date for filing bids. Notices must include:
 - i. Time and place for filing sealed proposals
 - ii. Time and place sealed proposals will be opened and considered on behalf of the governing body

- iii. The general nature of the public improvements on which bids are being requested
 - iv. In general terms, when the work must be commenced and when it must be completed
 - v. Bid security and bid bond requirements
- c. A notice of public hearing on plans, specifications, form of contract, and cost estimate must be published by the City Clerk not less than four days and not more than twenty days before the public hearing.
 - d. A formal opening and announcement of sealed bids on published date by the City Manager; review, consideration, and recommendation of bid award by City Manager; City Manager prepares report of bids received.
 - e. A public hearing on plans, specifications, form of contract, and cost estimate on published date by the City Council.
 - f. City Council receives City Manager report of bids received.
 - g. City Council passes or rejects resolutions to adopt plans, specifications, form of contract, and estimate of cost, to award construction contract, and to approve construction contract and bond with the lowest responsive, responsible bidder who has met all bid security and bid bond requirements following the public hearing.

D. Miscellaneous

1. Contracting for professional services (legal, engineering, etc.) or for ongoing technical services (maintenance, utilities, etc.) may be done on a negotiated basis. Where practical, however, those vendors providing such services should be asked to submit formal proposals to provide the services requested. Such proposals shall be evaluated on the basis of the vendor's reputation, experience, and understanding of the work to be done. Price, while being a factor, should not be the primary factor. City Manager and City Council authorization or affirmation is still required at the same dollar limitations as semi-formal or formally bid contracts.
2. All purchases involving a sole source bid (no competitive bids) where competitive bids are required shall be accompanied by written justification from the Department Director detailing the reason for a sole source purchase.
3. Bids solicited by the United States of America or an agency thereof, the State of Iowa, Polk County, or another governmental unit may be used as a replacement to the bidding requirements unless bidding is required by the Code of Iowa, the City Council, or the City Manager. The availability of a bid from another

government agency does not preclude the City from seeking and obtaining bids in a manner provided through this policy.

4. All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Any contract funded through a federal grant shall comply with 2 CFR 200.326 and Appendix II to Part 200.
5. Contractors must be evaluated when bids are received on their ability to meet State or Federal requirements. The City will not award a federally funded contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov

In addition, no purchases to be covered by a grant can be made prior to the execution of the grant agreement unless approved by the grantor.

6. Purchase transactions for goods or services with a City employee (the employee, employee's spouse, or employee's business) are limited to \$1,500 per fiscal year per employee in total as per State law. Any transactions with an employee that will exceed this limit are required to go through formal bidding requirements.
7. For any given purchase, due to the nature of the contract, the competitiveness of the vendors, or for other reasons, the department may choose to use the bidding procedures for a higher dollar threshold than which the purchase falls under. The department may not, however, select bidding procedures for a lower dollar threshold than what is prescribed.
8. In instances where federal funds apply, affirmative steps will be taken to assure, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women's business enterprises, and labor surplus area firms whenever they are potential sources.
9. *Emergency repair work* is declared via resolution by the City Council and a certificate from an external, registered, professional engineer certifying that the emergency repairs are necessary.

E. Contract Administration

1. The City Manager or his designee will advertise and bid all contracts qualifying for formal bidding procedures. The City Manager or his designee will oversee receiving, opening, and announcing all formal bids. Bids received late will be immediately returned to the late bidder unopened.
2. Formally bid contracts will be executed by the Mayor and attested to by the City Clerk. The City Manager or his designee shall execute all other contracts on behalf

of the City as permitted by State law. Copies of all contracts should be forwarded to the Finance Department.

3. The City Manager or his designee will administer all contracts on the authority of the City Council.
4. The City Manager or his designee will approve all change orders to contracts. City Council must approve all change orders for contracts that were bid using formal bidding procedures.
5. Contractual payments on formally bid contracts must be approved, individually, by City Council action. Other contractual payments must be approved by the City Manager or his designee and listed on the formal claims list presented to City Council.
6. Where appropriate, retainage shall be withheld on contracts for public improvements as provided for by State law or on other contracts as deemed appropriate or necessary. Retainage on a contract may not exceed 5% of the cost of the public improvement. An application by a contractor for early release of a retainage requires City Council consideration and approval.
7. The final acceptance (certificate of completion), the final contractor payment, and the release of retainage authorization (unless early release applied for) of a formally bid contract shall be approved by City Council action.

SECTION 5 – PURCHASING METHODS

All purchases, greater than \$1,000, must use one of the following purchasing methods. These methods of purchasing goods and services are available for purchases not requiring formal bidding and council approval:

- Purchase order
 - Blanket purchase order
 - Emergency purchase order
 - Petty cash
 - Certain exceptions
- A. The purchase order is the preferred method of purchase. It requires that a purchase requisition be submitted to the Finance Department by the purchasing department bearing the proper authorizations. This is done prior to placing the order with the vendor. The Finance Department then approves the requisition and issues a purchase order.

All purchase requisitions shall be approved, at a minimum; in the following manner (department directors may set more restrictive approval requirements within their departments):

1. Between \$1,000 and \$2,000 must be approved a by a supervisor, division administrator or higher and approved by the Finance Department.
 2. \$2,000 or over must be approved by a Department Director or higher position and approved by the Finance Department.
 3. The City Manager, Assistant City Manager, Director of Administrative Services or Finance Officer may approve any purchase requisition.
- B. The blanket purchase order may be issued to qualified vendors for the procurement of regular, ordinary, and necessary purchases. An initial requisition is required to create the blanket purchase order and should include the estimated total cost of the blanket purchase order and the time period that it will be in effect. This time period shall not extend past the end of the current fiscal year. A requisition is not required for each purchase under a blanket purchase order. Improper use of a blanket purchase order will result in its cancellation. Blanket purchase orders should not be used for:
1. Travel and training
 2. Initiating ongoing service contracts
 3. Purchasing minor equipment or capital (4354 or 44** account numbers)
- C. The emergency purchase order may be used if a situation arises that meets any of the following emergency procurement conditions:
1. The situation threatens public health, welfare or safety; or
 2. The department must act to preserve critical services or programs; or
 3. The need is a result of events or circumstances not reasonably foreseeable.
- In the event that any of these situations occurs, the purchasing department must request a purchase requisition formally documenting the occurrence and justifying the expenditures made under the emergency exemption.
- D. Petty cash may be used to make purchases of under \$40. Approval is required by the supervisor or higher and must be signed out from the petty cash custodian prior to making the purchase. A receipt is required for all petty cash purchases. The Finance Department must authorize any increases or decreases to a department's petty cash. Starting cash drawer money is not considered petty cash and should not be used to make any purchases. The Parks and Recreation Department, Public Services Building, and the Finance Department have authorized petty cash funds. If a petty cash fund is desired, it must be requested and approved through the Finance Department. Petty cash should not be used for:

1. Travel and training

2. Purchases where the City has a credit account
 3. Employee reimbursements
- E. Certain exceptions to the above purchasing methods are as follows:
1. Annual dues renewals
 2. Subscription renewals
 3. Recording fees
 4. Budgeted rents and leases
 5. Maintenance agreement and service contract renewals
 6. Scheduled agency contributions
 7. Travel and training
 8. Contracts and purchases approved by City Council

Unless listed above, all purchases greater than \$1,000 requires some form of purchase order.

SECTION 6 – PURCHASING PROCEDURES

The following steps comprise the procedures related to the purchase order and accounts payable system:

A. Purchase order (purchase over \$1,000 or requested by vendor)

Step 1 - A purchase requisition is submitted to the Finance Department via Incode. The form must be properly completed, including appropriate descriptions, required approvals, and correct fund/department numbers. All the information is reviewed and approved by the Finance Department.

Step 2 - A purchase order is issued and is provided to the purchasing department.

Step 3 - The purchasing department orders the goods or services.

B. Blanket purchase order

Step 1 - A purchase requisition form must be submitted to the Finance Department via Incode similar to that of a regular purchase order. A blanket purchase order is issued for a period of time not to extend past the end of the current fiscal year. It should also include an estimate of the amount to be purchased over this period of time or less. The department's budget will be encumbered by the amount estimated. The amount to be encumbered cannot exceed the

amount available in the budget. Once the estimated purchase amount or the time period has been exceeded, the blanket purchase order will be canceled.

Step 2 - The purchasing department should make arrangements with the vendor to purchase under the blanket purchase order. Every department wishing to purchase with a vendor using a blanket purchase order should submit for its own blanket purchase order with that vendor.

Step 3 - The purchasing department orders the goods or services. Each purchase under a blanket purchase order does not require a requisition. The blanket purchase order number must be known in order for a purchase to be made from the vendor.

C. Emergency purchase order

Step 1 - At the conclusion of the situation, the purchasing department must request a purchase requisition formally documenting the occurrence and justifying the expenditures made under the emergency exemption.

Step 2 - The Finance Department will issue a purchase order to the purchasing department.

D. Petty cash

Step 1 - The Supervisor or higher should authorize any petty cash purchase prior to the purchase. The purchase shall not exceed \$40.

Step 2 - The petty cash custodian will issue the appropriate amount of money to the purchasing agent. The purchasing agent and the petty cash custodian should sign a slip indicating the amount withdrawn.

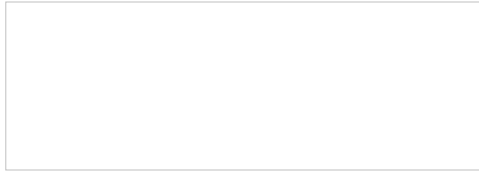
Step 3 - After the purchase has been made, the Department Director or the individual responsible for preparing and managing the activity's budget should stamp the purchase receipt with the approval for payment stamp, sign, and date.

Step 4 - The purchasing agent should return the stamped and signed receipt of purchase and any change to the petty cash custodian. The petty cash slip should be completed in its entirety. The petty cash custodian should attach the petty cash slip to the receipt of purchase.

Step 5 - The Finance Department will reimburse the petty cash funds when proper documentation is received (receipts and reconciliation forms). Reconciliation forms should be completed and submitted with receipts at least once every two months or more frequently if necessary.

SECTION 7 – CENTRALIZED PURCHASING

- A. Goods, services, and equipment that are determined to qualify under any of the following criteria will be purchased and bid by the Finance Department:
 - 1. Where bulk purchasing or exclusiveness can save the City money
 - 2. Where consistency across departments creates organizational efficiency
 - 3. Where no department is directly responsible for a good or service that affects many departments
 - 4. Where the City Manager determines that it is beneficial for the City to do so
- B. The Finance Department will create bid specifications, solicit bids, and manage contracts for goods, services, and equipment that are deemed to qualify.
- C. For the goods, services, or equipment qualifying under this section, departments must contact the Finance Department for vendor issues, complaints or other related activities.
- D. Qualification for centralized purchasing will be determined by the City Manager and the Finance Department.



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

:The attached resolution provides a list of authorized bank signers including an update to one of the authorized signers: Gary Lorenz, former Mayor, is being replaced with Mark E. Holm, Mayor, effective January 3, 2022.

RESOLUTION 2022-

A RESOLUTION NAMING AUTHORIZED BANK SIGNERS FOR THE CITY OF ANKENY

WHEREAS, in the course of the City of Ankeny's ("City") business it establishes relationships with various banks for purposes including, but not limited to, depository of City funds and

WHEREAS, banks with whom the City does business normally require a City resolution designating which City officials are authorized to open bank accounts and to execute checks and other orders for payment of City funds; and

WHEREAS, the City desires to designate certain City officials to open bank accounts and execute checks and other orders for payment of City funds;

NOW, THEREFORE, the City of Ankeny resolves as follows:

1. As used in this Resolution, the term "Bank" shall mean any financial institution with whom, pursuant to this Resolution, the City establishes a banking relationship.
2. The Mayor, Director of Administrative Services and Finance Officer are hereby authorized to open or cause to be opened one or more accounts with a Bank on such terms, conditions, and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.
3. That checks or other orders for the payment, transfer, or withdrawal of any of the funds or other property of the City on deposit with a Bank shall be binding on the City when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the individuals listed below as Authorized Signers, and the Bank is hereby authorized to pay and charge to the account of the City any such checks or other orders so signed or otherwise authorized, including those payable to the individual order of the same person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any such indebtedness owing the Bank from the person or persons who signed such checks or other withdrawal orders or otherwise authorized such withdrawals. In particular, and not in limitation of foregoing, such persons may authorize payment, transfer, or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the City from time to time.
4. That the City's Mayor, Director of Administrative Services or Finance Officer will certify to a Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the persons then authorized to sign or to act.
5. That the holders of the following positions with the City are authorized to sign or act on behalf of the City ("Authorized Signers"):

Position

Mayor

Director of Administrative Services

Finance Officer

Currently Held By

Mark E. Holm

Jennifer Sease

Annette Graeve

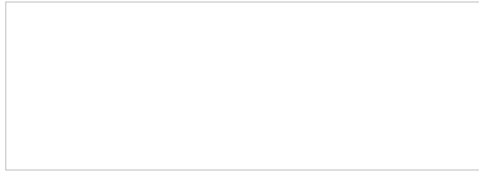
6. That this Resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by a Bank.

Passed and approved this 3rd day of January, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:

The project includes installation of 385 LF of 8' black chain link fence, along with 2 (27' and 30') cantilever gates.

The following bids were received:

Central Iowa Fencing = \$50,798

American Fence Company = \$53,152

Artistic Iron Works = \$98,892.50

Iowa State Contractor License
#C111229

CENTRAL IOWA FENCING

www.centraliowafencing.com

Des Moines Area 515-981-5777 Cedar Rapids Area 319-430-0895



Angie's list

Estimator: **Greg**
515-661-0536
greg.cif@outlook.com

Please remit all business correspondence to:
8414 46th Lane Prole, Iowa 50229
office@centraliowafencing.com

DATE: **12/30/2021**

Name: **Ankeny Police Department**
%Casy Unga(city facilities manager)
Address: **411 SW Ordinance Rd**
Ankeny, Iowa
Phone: **515-291-6625**
Email: **cungas@ankenyiowa.gov**

Fencing Specifications / Color Black

Style: **Chain link-commercial grade**

Total Length: **385'** Height: **8'**

Wire Gauge: **9** Term. Post Dia. **3"**

Line Post Dia. **2 1/2"** Rail Dia. **1 5/8"**

Gates: **1-27' & 1-30' cantilevers (4" posts)**

All posts will be set 3 ft in the ground and in concrete.
There will be a top rail & middle rail with tension wire at the bottom.

Quote is good for 10 days

Estimated Installed Price

\$50,798.00

*Estimated cost based on measurements above. Any additional footage installed is subject to additional cost. ** Does not include possible additional costs. See possible additional costs below.

Deposit: **\$25,000.00**

*A 4% fee will apply to deposits paid by credit card if a refund is requested by homeowner. Deposits for special order materials will not be refunded.

**Payment in full due upon completion of work. A 1.5% monthly interest will be charged on all past due accounts over 30 days.

*** \$40 Returned Check Fee

Possible Additional Costs (vary per job)

Hand-dug post holes(near utilities) = \$25 per post
Plated Posts/Core Drills (post on cement) = \$50 per post
Fence permit by CIF? = \$50.00 Y or N (circle one)
Dirt haul away? \$5 per hole Y or N (circle one)
CIF Pin finding \$200 Y or N (circle one)
(*No guarantee pins are actually present- may still need a professional survey)

Initial **X**

IMPORTANT

**Customer is completely responsible for exact location of property markers, lines, and fence locations. Property survey available. This must be done prior to installation.

Initial **X**

**Sprinkler Systems must be located by customer. Central Iowa Fencing Ltd. is not responsible for damage to sprinkler system whether marked or unmarked.

Sprinklers on property? ☐ Yes ☐ No

Initial **X**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. We use "One Call" to locate original utilities. All other underground cables, septic systems, gas lines MUST be located by customer prior to installation. Central Iowa Fencing Ltd. is not responsible for damages to utilities that are not marked. Sprinkler Systems must be located by customer. Central Iowa Fencing Ltd. is not responsible for damage to sprinkler system whether marked or unmarked. Fence lines must be cleared of all debris prior to installation. Customer is responsible for compliance with associated local or neighborhood fence covenants.

Authorized Signature: **Mark A. Dunahoo / Greg Dehning**

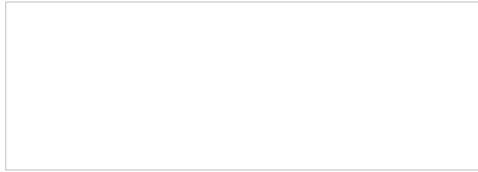
Note: This estimate may be withdrawn by us if not accepted within (15) days

Acceptance of Proposal

You are hereby authorized to furnish and install the above described fencing at the prices and upon the terms and conditions specified above and hereon. I (we) accept full responsibility for all the locations of all property lines, and I (we) hereby consent to company's entry upon the property where the fencing is to be installed and to companies removal of said fence, without notice, if the contract price is not paid in full when due. I (we) hereby warrant that I (we) are in and are entitled to possession of the property where fence is to be installed, and I (we) hereby agree to indemnify company and hold it harmless for any damages to said property because of the removal of said fences aforesaid. I (we) understand that all the terms and conditions set forth hereon are subject to acts of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain materials described hereon, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond company's control whether or not similar to any of the causes specifically enumerated, and if performances in a whole or in part is prevented or hindered, or cost is abnormally increased as a result thereof Company shall not be liable for any losses, damages or delays occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the entire agreement between the parties in reference to the materials described hereon.

Date: **X**

Signature **X**



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

:The project includes the installation of the hardware necessary to activate the security gates, including the following: controller with power supplies, reader interface, card readers, card reader pedestal with reader mounting boxes, long range UHF vehicle tag reader with power supplies and fiber transceivers.

Because Walsh Door & Security provides door access control and video surveillance for all city facilities alternate bids were not secured.



Proposal: Ankeny PD gate entry budget

Date: November 29, 2021
Customer: City of Ankeny
Address: 410 West First Street
Ankeny Iowa
Quote #: 431896
Estimator: David Gutfreund PSP, NICET III
Walsh Electronic Security Sales Manager

Budget for new parking gate system (2 gates) in and out / with fiber modems

We are pleased to provide this budget for the project listed above.

- (4) RS2 1501 controller with power supplies
- (4) RS2 reader interface
- (4) HID LR Card readers
- (4) card reader pedestal with reader mounting boxes
- (4) AWID long range UHF vehicle tag reader with power supplies
- (8) Fiber transceivers

Price: Forty-one Thousand Eight Hundred Dollars ----- **\$43,800.00**
Sales Tax Not Included

Price includes: Installation labor, cable, programming, training, equipment, with one-year warranty on parts and labor unless otherwise specified.

Price does not include: Sales tax, 120v outlets or power connections, Internet / network connection. Electrical rough-in. Installation of cable or Fiber and their pathway back to building from gate. PoE network Switches. Mount for UHF reader.

F.O.B. Point: Job Site

Terms: Net 30 Days. Service Charge: 1½% per month of fraction thereof for all unpaid accounts over 30 days old, not to exceed 18% annum. Prices valid for ninety (90) days from date above. Acceptance of Contract: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below you acknowledge that you have read and agree to the solve & support terms and conditions posted at www.WalshDoor.com/Terms. Walsh Door & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual.

Signature _____

Name (Printed) _____

Date of Acceptance _____

Purchase Order #: _____

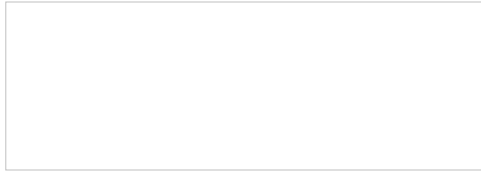
150+ YEARS QUALITY,
SERVICE & SOLUTIONS

DES MOINES

2600 Delaware Avenue
Des Moines, IA 50317
p. 515.262.9822 | f. 515.262.8315
WalshDoor.com

IOWA CITY

2918 Industrial Park Road
Iowa City, IA 52240
p. 319.248.0114 | f. 319.248.0116



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

:

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

RESOLUTION

**RESOLUTION ACCEPTING PUBLIC UTILITY EASEMENTS
ASSOCIATED WITH THE DEVELOPMENT OF GROVE LANDING PLAT 1**

WHEREAS, Public Utility Easements, associated with the development of Grove Landing Plat 1, as shown on the attached Exhibit ‘A’ and Easement Exhibits, has 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 Grove Landing Plat 1, is hereby accepted.

PASSED AND APPROVED this 3rd day of January, 2022.

CITY OF ANKENY, IOWA

Mark Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (104115)

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Grove Landing Development, LLC, of the City of Ankeny, County of Polk, State of Iowa, 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 Exhibit A attached

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.
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.

DATED: 12/17/21

Grove Landing Development, LLC

By [Signature]

Print: Terry Lutz

Office: Manager

STATE OF IOWA, COUNTY OF POLK) ss:

On this 17 day of DECEMBER, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared TERRY LUTZ as MANAGER of Grove Landing Development, L.L.C.

[Signature]
Notary Public in and for said State

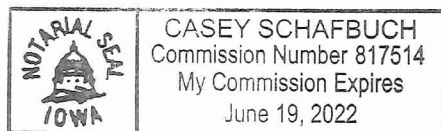


Exhibit A

PUBLIC UTILITY EASEMENTS

THE NORTH 20.00 FEET OF THE EAST 27.00 FEET OF OUTLOT 'Z', GROVE LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, STATE OF IOWA AND CONTAINING 540 SQUARE FEET THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF OUTLOT 'X', GROVE LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, STATE OF IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

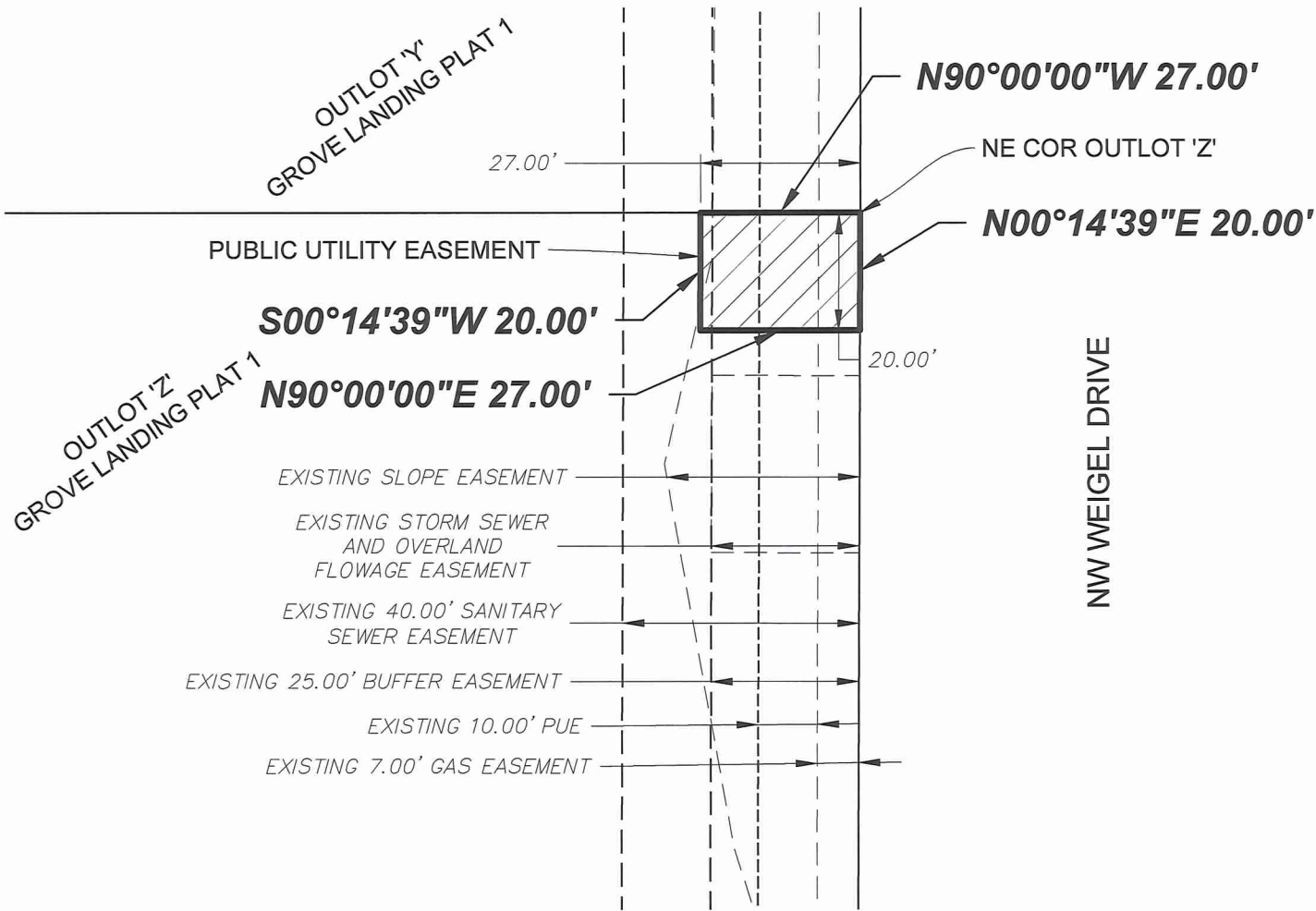
BEGINNING AT THE NORTHWEST CORNER OF LOT 44, GROVE LANDING PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 06°34'43" WEST, 46.57 FEET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 42 AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1605.00 FEET, WHOSE ARC LENGTH IS 10.01 FEET AND WHOSE CHORD BEARS NORTH 80°53'09" EAST, 10.01 FEET; THENCE SOUTH 06°34'43" EAST, 49.68 FEET TO THE NORTH LINE OF LOT 44, GROVE LANDING PLAT 1; THENCE NORTH 81°38'29" WEST ALONG SAID NORTH LINE, 10.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 481 SQUARE FEET THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF OUTLOT 'Y', GROVE LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, STATE OF IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 37, GROVE LANDING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 04°59'43" EAST, 39.42 FEET TO THE NORTHEAST CORNER OF LOT 35, GROVE LANDING PLAT 1; THENCE NORTH 89°10'33" WEST ALONG THE NORTH LINE OF SAID LOT 35, A DISTANCE OF 10.05 FEET; THENCE NORTH 04°59'34" WEST, 39.27 FEET TO THE SOUTH LINE OF LOT 37, GROVE LANDING PLAT 1; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH LINE, 10.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 393 SQUARE FEET THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EASEMENT EXHIBIT

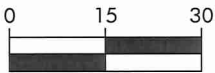


EASEMENT DESCRIPTION

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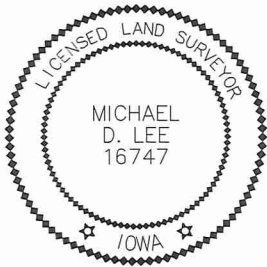


NORTH



(IN FEET)

1 inch = 30 ft.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael Lee

12 / 17 / 2021

DATE

MICHAEL D. LEE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 3 / 20 / 2021

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

GROVE LANDING PLAT 1
EASEMENT EXHIBIT

ANKENY, IOWA
POLK COUNTY
PROJECT #190791
DATE: 12/10/2021

REVISIONS
12/17/2021

ENGINEER
-
SURVEYOR
-

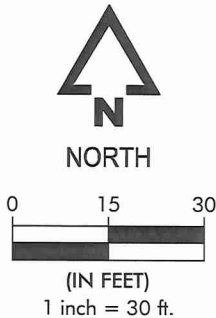
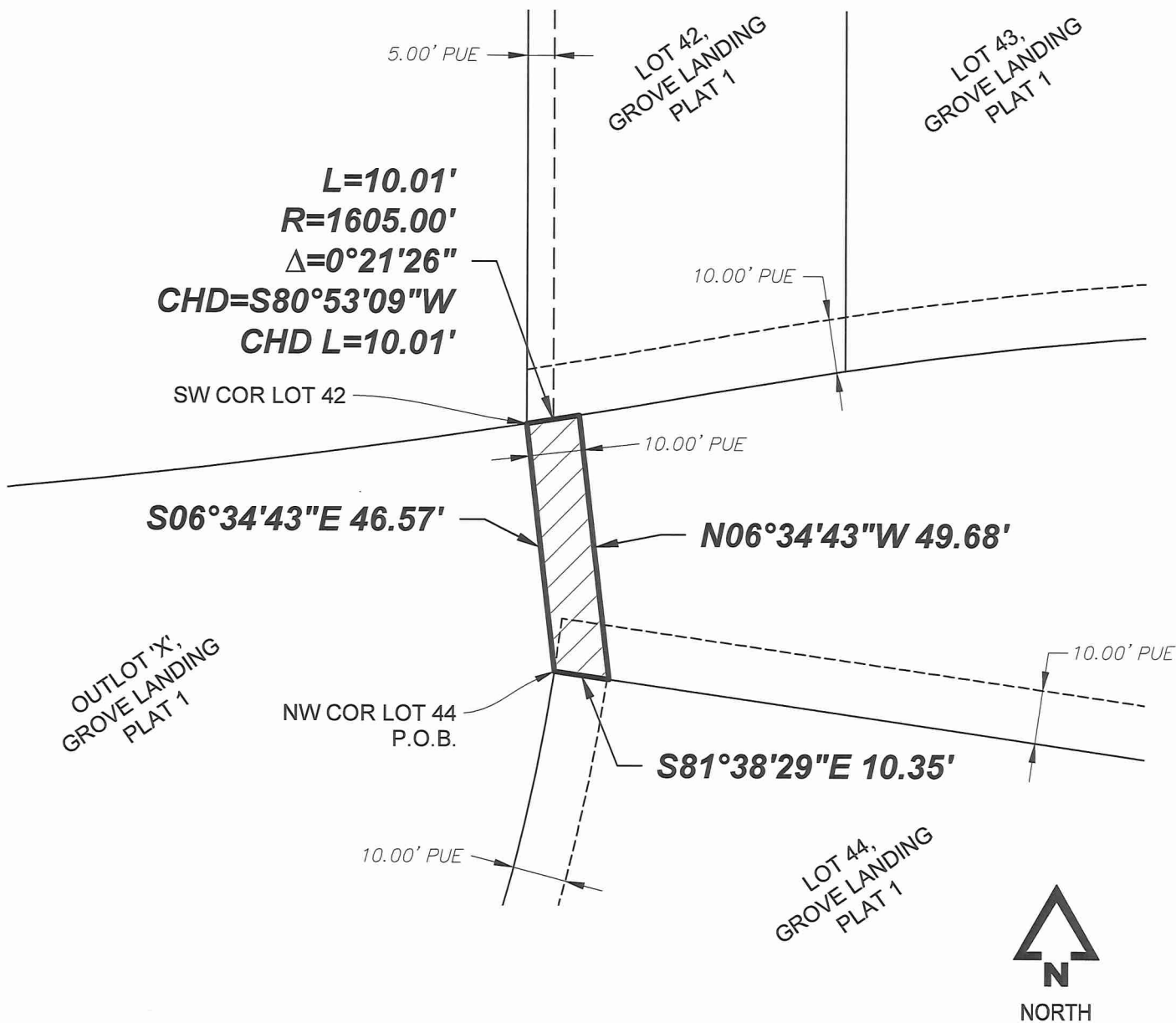
DRAWN BY
M.L.
CREW CHIEF
-

SKETCH NO.

EXH-01

DRAWING PATH: N:\Projects\190791\06-Drawings\Survey\190791-Ease Plat 1 - G.dwg PLOT DATE: 12/17/2021 9:18 AM PLOTTED BY: MIKE LEE

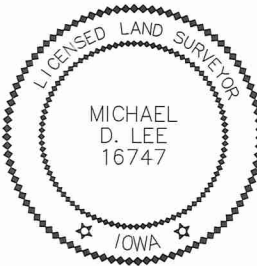
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Michael Lee

12 / 17 / 2021

DATE

MICHAEL D. LEE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 3 / 20 / 2021

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

GROVE LANDING PLAT 1
EASEMENT EXHIBIT

ANKENY, IOWA
POLK COUNTY
PROJECT #190791
DATE: 12/10/2021

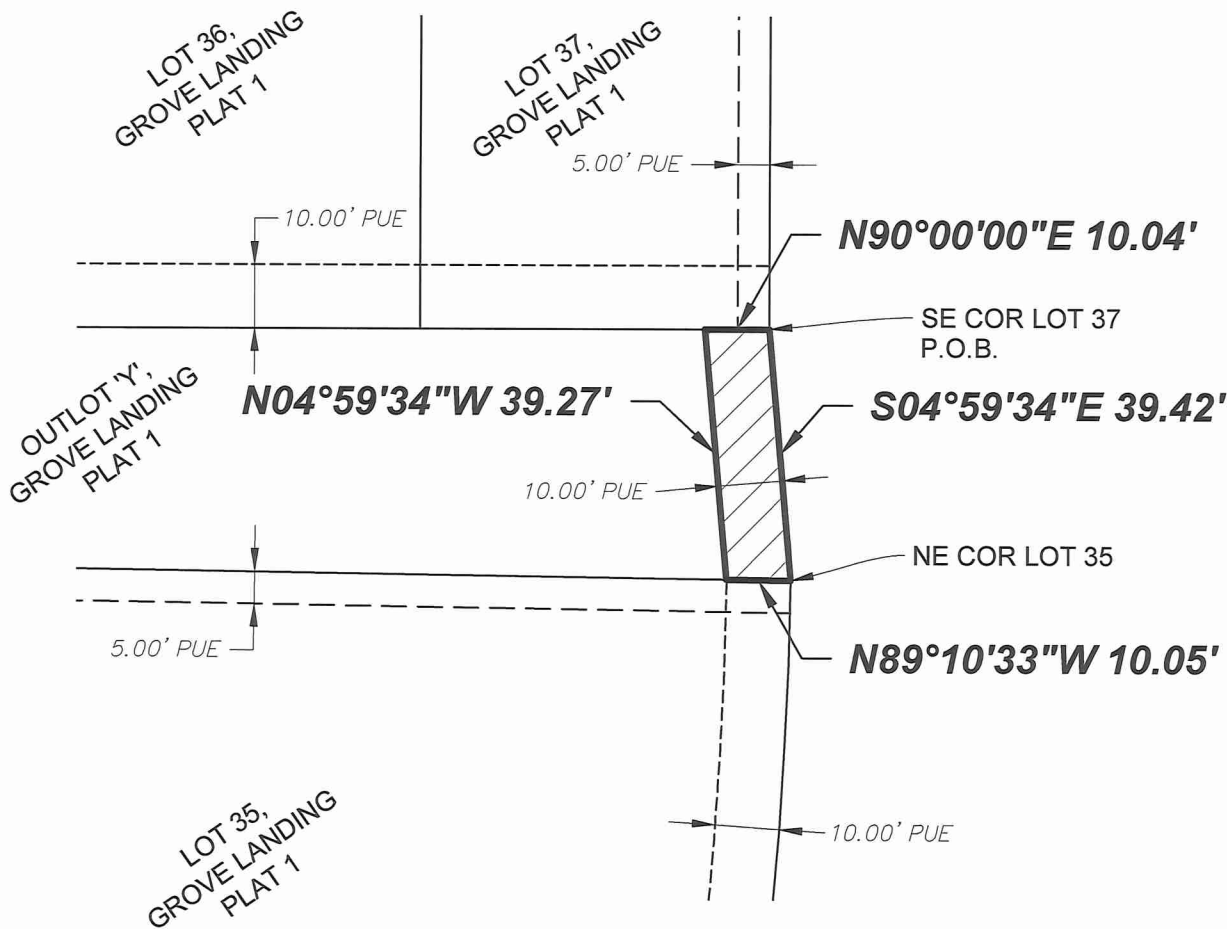
REVISIONS	
12/17/2021	-
-	-
-	-
ENGINEER	DRAWN BY
-	M.L.
SURVEYOR	CREW CHIEF
-	-

SKETCH NO.

EXH-01

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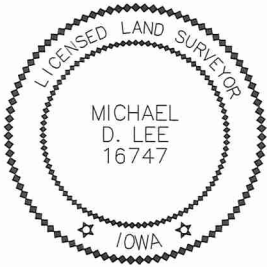
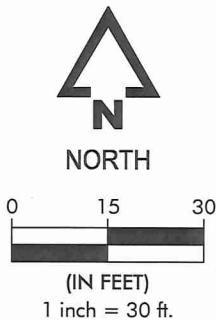
EASEMENT EXHIBIT



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Michael Lee

12 / 17 / 2021

DATE

MICHAEL D. LEE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

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DATE SURVEYED: 3 / 20 / 2021

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515-964-1229
fax 515-964-2370

GROVE LANDING PLAT 1
EASEMENT EXHIBIT

ANKENY, IOWA
POLK COUNTY
PROJECT #190791
DATE: 12/10/2021

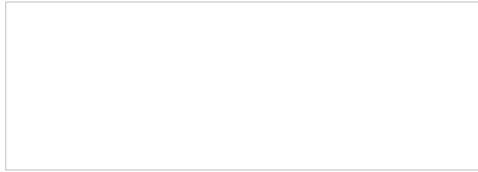
REVISIONS
12/17/2021

ENGINEER	DRAWN BY
-	M.L.
SURVEYOR	CREW CHIEF
-	-

SKETCH NO.

EXH-01

DRAWING PATH: N:\Projects\190791\06-Drawings\Survey\190791-Ease Plat 1 - 1.dwg PLOT DATE: 12/17/2021 9:07 AM PLOTTED BY: MIKE LEE



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

:

The subject plat is located approximately a tenth of a mile west of the Ankeny corporate limits, near the intersection of NW Polk City Drive and NW 98th Avenue. The property lies within the state statutory two-mile subdivision review of the City of Ankeny, and is located within the City's 2040 planning boundary.

The proposed 26.93-acre plat is currently zoned Rural Residential under Polk County's zoning regulations and is identified as being utilized for Low-Density Residential in The Ankeny Plan 2040 Future Land Use Map. The proposed plat creates eleven single family residential lots and one outlot that will be designated as "permanent/unbuildable open space". An existing storm water detention basin is present on the site and will be utilized by a number of the residential lots in the subdivision. Additionally, there are a number of proposed easements within the plat that are designated for storm sewer, private septic, stormwater detention, and woodland protection. Properties on the proposed plat will utilize the Des Moines Water Works for water service and individual on-site sewage systems for sewage disposal.

RESOLUTION

**RESOLUTION 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**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Forest Ridge Estates Plat 1 on the 21st day of December, 2021; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within a planned growth or annexation area of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the final plat for Forest Ridge Estates Plat 1 is hereby approved and accepted, subject to the applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 3rd day of January, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

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

CONSENT AGENDA ITEMS

Item #3. Forest Ridge Estates Plat 1 Final Plat (County)

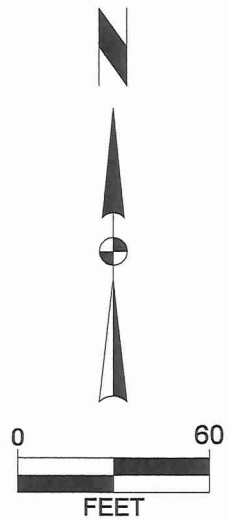
Motion to recommend City Council approval of the Forest Ridge Estates Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

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.



Project No: 120.0949.01

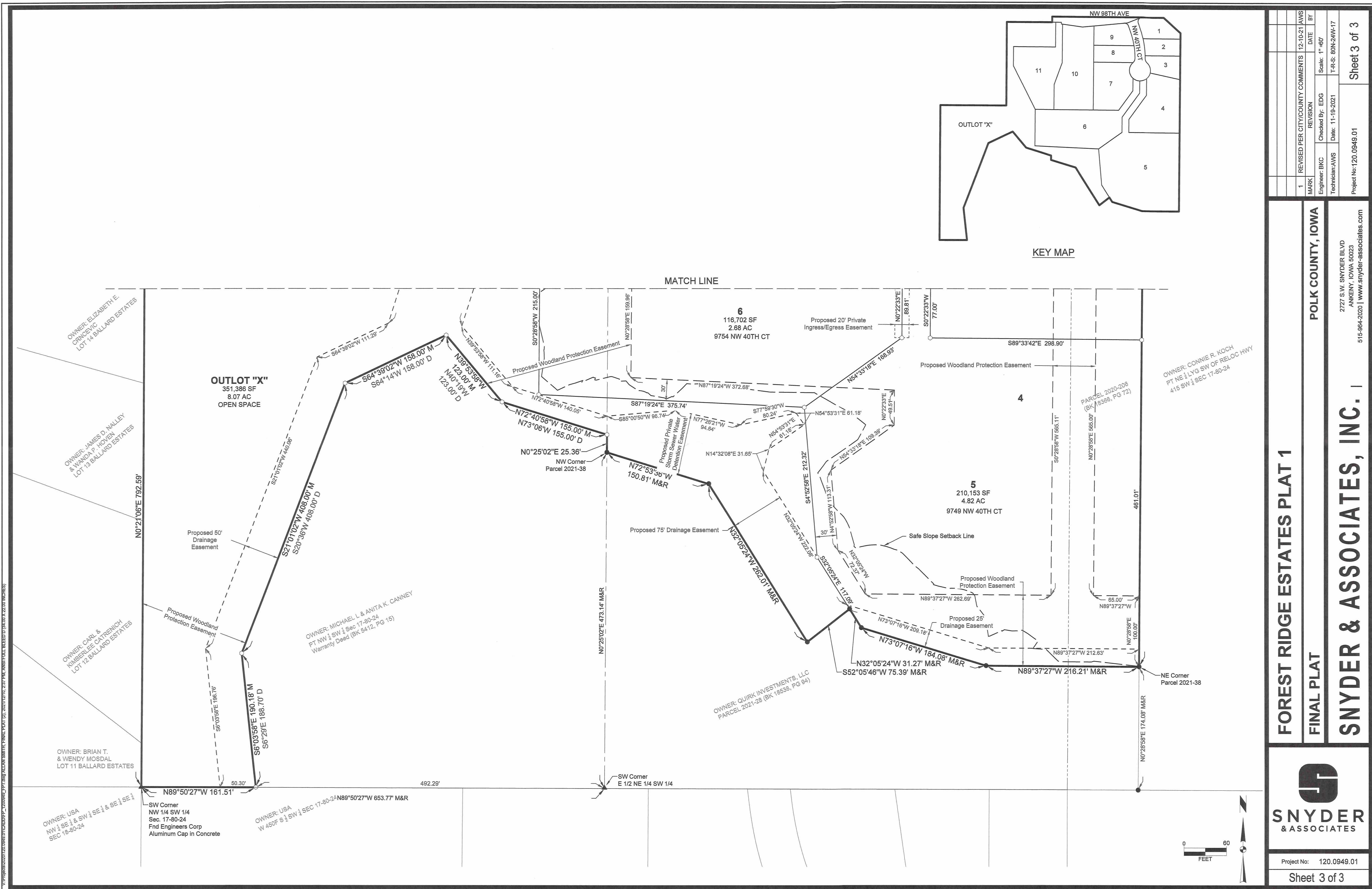
FINAL PLAT

POLK COUNTY, IOWA

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

Project No:120.0949.01

Sheet 2 of 3

[illegible]

FOREST RIDGE ESTATES PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES, INC. |

POLK COUNTY, IOWA

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



Sheet 3 of 3



*Plan and Zoning Commission
Staff Report*

Meeting Date: December 21, 2021

Agenda Item: Forest Ridge Estates Plat 1 – Final Plat (County)

Report Date: December 16, 2021

Prepared by: Bryan Morrissey
Associate Planner

ESC

Staff Recommendation

That the Plan and Zoning Commission 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.

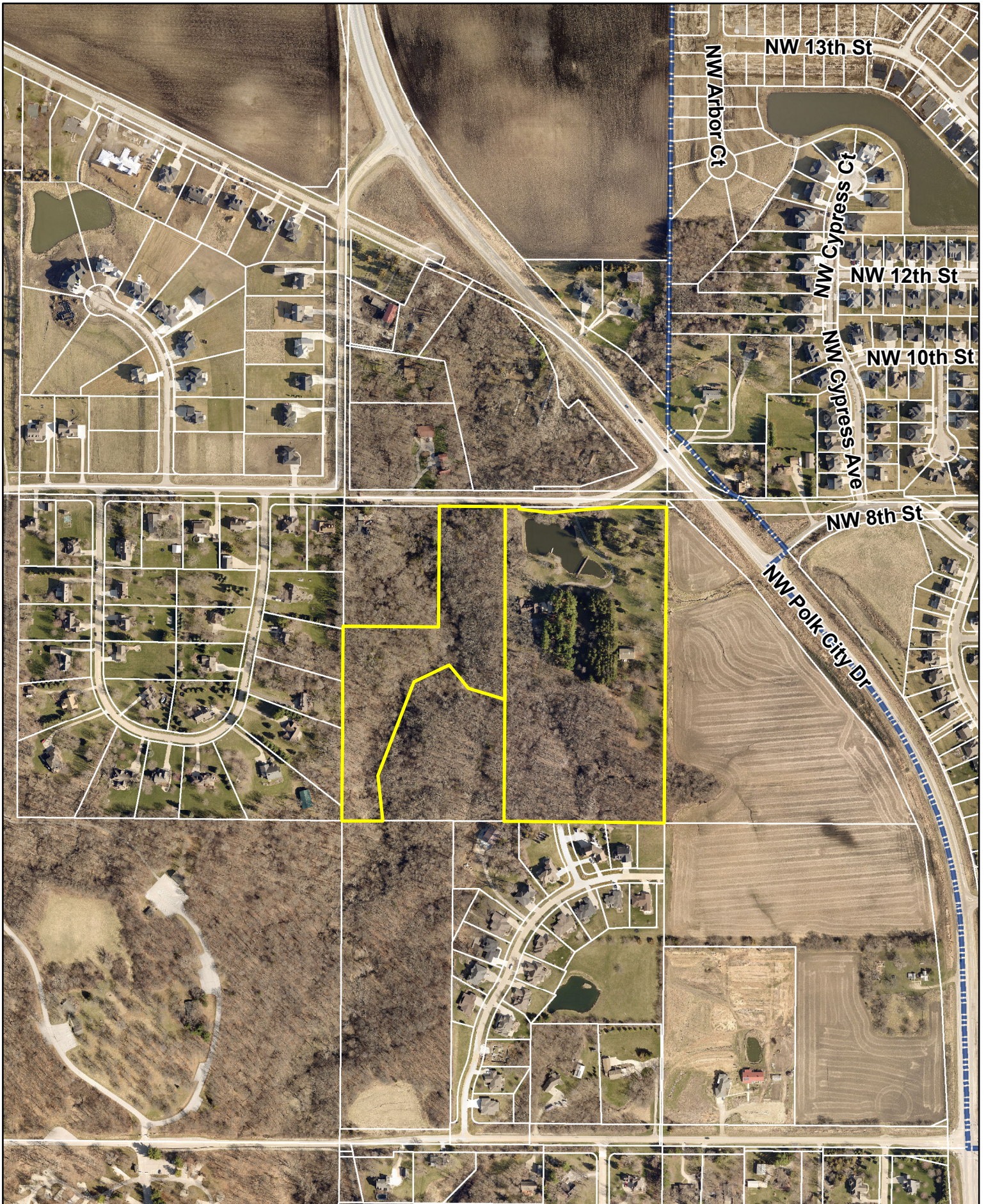
Project Summary

The subject area is located approximately a tenth of a mile west of the Ankeny corporate limits, near the intersection of NW Polk City Drive and NW 98th Avenue. The property lies within the state statutory two-mile subdivision review of the City of Ankeny, and is located within the City's 2040 planning boundary.

The proposed 26.93-acre plat is currently zoned Rural Residential under Polk County's zoning regulations and is identified as being utilized for Low-Density Residential in The Ankeny Plan 2040 Future Land Use Map. The proposed plat creates eleven single family residential lots and one outlot that will be designated as "permanent/unbuildable open space". An existing storm water detention basin is present on the site and will be utilized by a number of the residential lots in the subdivision. Additionally, there are a number of proposed easements within the plat that are designated for storm sewer, private septic, stormwater detention and woodland protection.

Properties on the proposed plat will utilize the Des Moines Water Works for water service and individual on-site sewage systems for sewage disposal. Should the properties be annexed into the City of Ankeny, streetlights and sidewalks will be responsibility of the property owners.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.





December 10, 2021

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
1250 SW District Drive
Ankeny, Iowa 50023

RE: FINAL PLAT RESUBMITTAL
FOREST RIDGE ESTATES PLAT 1
PART OF THE SW ¼ OF SEC. 17, T80N, R24W
S&A Project No. 120.0949.01

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

On behalf of Forest Ridge Estates Partners, LLC, as Owner and Applicant, please find accompanying the revised Final Plat and associated information for the above referenced project. This project is located within rural Polk County but is within the 2-mile review area of the City of Ankeny. The Final Plat illustrates eleven (11) single family detached residential lots and one (1) outlot located south of NW 98th Avenue and west of Highway 415. The property is approximately 26.93 acres zoned as Rural Residential (RR) zoning districts developed under the Planned Development Option –Cluster Development.

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

Please find accompanying the following items:

- 2 copies of the Response Letter indicating how each comment was addressed, and
- 6 folded copies of the Final Plat.

We are anticipating this project being placed on the December 21, 2021 Plan and Zoning Commission agenda in route to a final approval of the above mentioned items on the January 3, 2022 City Council agenda. If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

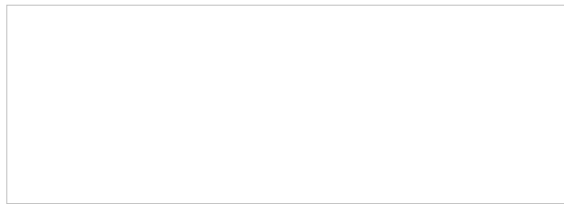
SNYDER & ASSOCIATES, INC.

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

Brent K. Culp

Enclosure

cc: Tom Davies, Forest Ridge Estates Partners, LLC (w/enclosures emailed)
File (electronic)



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Redbud LLC in the amount of \$27,195.00 for the construction of the 2022 Native Vegetation Maintenance project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Redbud for the 2022 Native Vegetation Maintenance project.

The 2022 Native Vegetation Maintenance project includes mowing, cutting undesirable plants and small tree saplings, disposal of debris, spot spraying/wipe systemic herbicide treatments, providing and planting native plants, watering, and trimming at bioswales and native vegetation areas throughout the City of Ankeny. Other associated improvements include any miscellaneous associated work necessary to complete the project.

The project locations include eight (8) bioswales along SE Magazine Drive, five (5) bioswales along W. First Street, one (1) bioswale at Fire Station No. 2, four (4) bioswales along NW State Street, one (1) native vegetation area around basins located north of Ashland Ridge Elementary School, and eight (8)

small native vegetation sites at Horizon Park.

Bid invitations were sent to eight (8) contractors. One (1) bid was received for the project as follows:

Redbud, LLC	\$27,195.00
-------------	-------------

The Engineer's estimated cost for the project was \$55,355.00. The bid was 50% below the engineer's estimate. Redbud, LLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2022 Native Vegetation Maintenance project to Redbud of Des Moines, Iowa.

FISCAL IMPACT: No

The 2022 Native Vegetation Maintenance project is funded with the Stormwater Administration Land and Tree Services funds.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Redbud, LLC for the 2022 Native Vegetation Maintenance project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tab
 Location Map

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM REDBUD, LLC IN THE AMOUNT OF \$27,195.00 FOR THE CONSTRUCTION OF THE 2022 NATIVE VEGETATION MAINTENANCE PROJECT.

WHEREAS, the City of Ankeny desires to mowing, cutting undesirable plants and small tree saplings, disposal of debris, spot spraying/wipe systemic herbicide treatments, providing and planting native plants, watering, and trimming at bioswales and native vegetation areas throughout the City of Ankeny. The project locations include eight (8) bioswales along SE Magazine Drive, five (5) bioswales along W. First Street, one (1) bioswale at Fire Station No. 2, four (4) bioswales along NW State Street, one (1) native vegetation area around basins located north of Ashland Ridge Elementary School, and eight (8) small native vegetation sites at Horizon Park., and;

WHEREAS, a request for proposal was sent out to eight (8) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Redbud, LLC	\$27,195.00
Engineer's Estimated Cost	\$55,355.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Redbud, LLC in the amount of \$27,195.00 be accepted for the construction of the 2022 Native Vegetation Maintenance project, the Mayor be authorized to sign the construction Contract.

DATED this 3rd day of January, 2022.

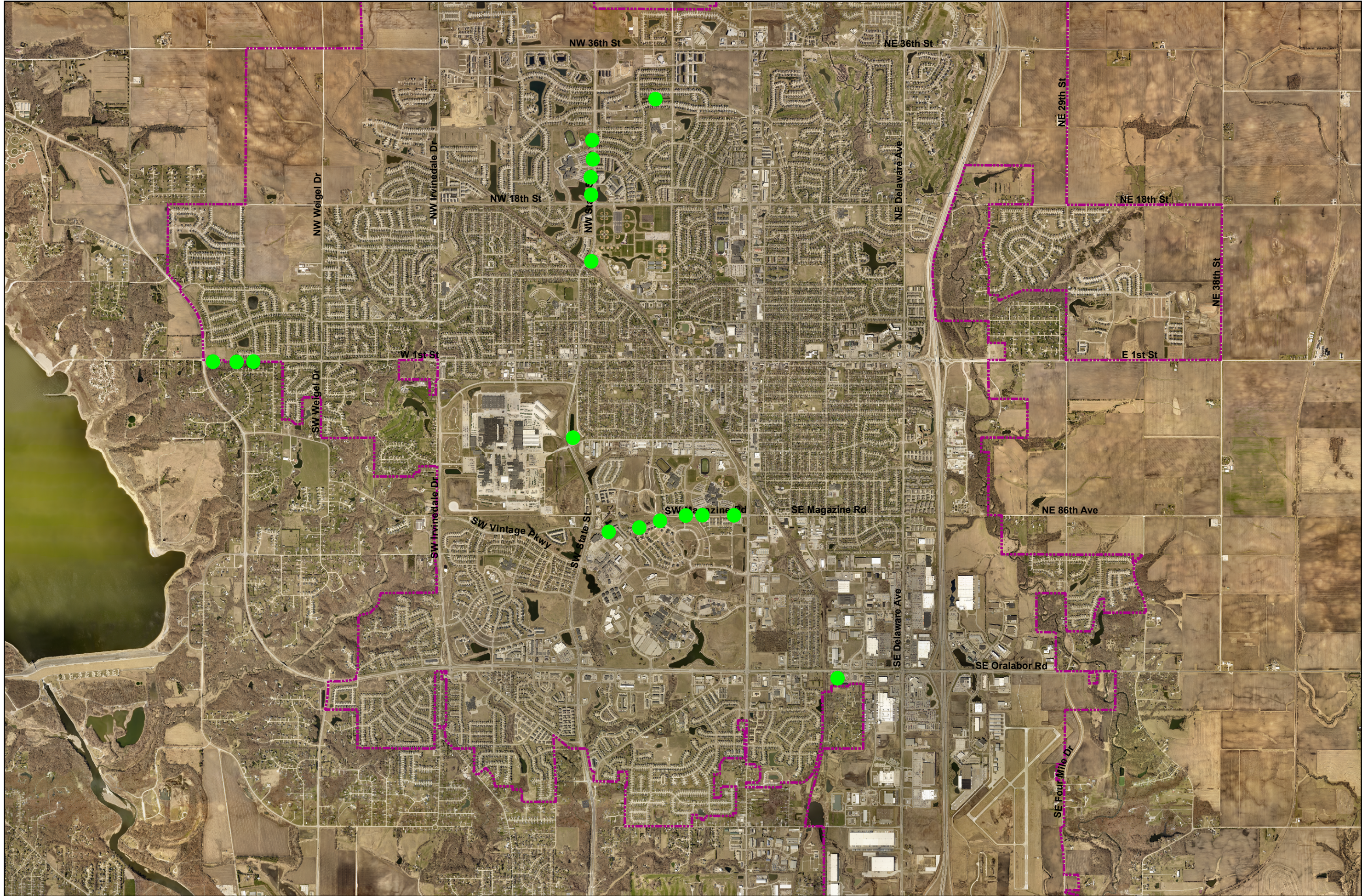
Mark Holm, Mayor

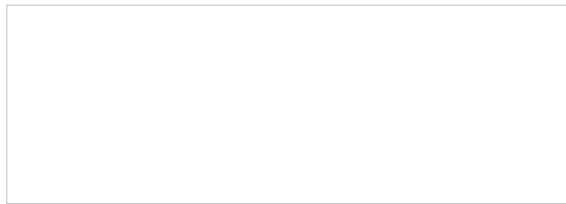
ATTEST:

Denise L. Hoy, City Clerk

Bid Tabulation
2022 Native Vegetation Maintenance
Maintenance of Native Vegetation Throughout the City
12/16/2021

Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			RedBud LLC		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price
		SW MAGAZINE BIOSWALES							
1.1	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	4	\$500.00	\$2,000.00	4	\$120.00	\$480.00
1.2	9030-A	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	900	\$9.00	\$8,100.00	900	\$6.00	\$5,400.00
1.3	SPECIAL	TRIM AROUND BIOSWALES	Ea.	24	\$50.00	\$1,200.00	24	\$45.00	\$1,080.00
1.4	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	4	\$500.00	\$2,000.00	4	\$120.00	\$480.00
		WEST FIRST STREET BIOSWALES							
2.1	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	3.4	\$400.00	\$1,360.00	3.4	\$205.00	\$697.00
2.2	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	3.4	\$500.00	\$1,700.00	3.4	\$120.00	\$408.00
2.3	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	3.4	\$400.00	\$1,360.00	3.4	\$205.00	\$697.00
2.4	9030-A	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	200	\$10.00	\$2,000.00	200	\$6.00	\$1,200.00
2.5	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	3.4	\$500.00	\$1,700.00	3.4	\$120.00	\$408.00
2.6	SPECIAL	TRIM AROUND BIOSWALES	Ea.	15	\$50.00	\$750.00	15	\$45.00	\$675.00
		FIRE DEPARTMENT #2 BIOSWALE							
3.1	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.7	\$400.00	\$680.00	1.7	\$205.00	\$348.50
3.2	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.7	\$500.00	\$850.00	1.7	\$120.00	\$204.00
3.3	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.7	\$400.00	\$680.00	1.7	\$205.00	\$348.50
3.4	9030-A	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	100	\$10.00	\$1,000.00	100	\$6.00	\$600.00
3.5	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.7	\$500.00	\$850.00	1.7	\$120.00	\$204.00
3.6	SPECIAL	TRIM AROUND BIOSWALES	Ea.	3	\$75.00	\$225.00	3	\$45.00	\$135.00
		NW STATE STREET BIOSWALES							
4.1	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5.2	\$400.00	\$2,080.00	5.2	\$205.00	\$1,066.00
4.2	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5.2	\$500.00	\$2,600.00	5.2	\$120.00	\$624.00
4.3	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5.2	\$400.00	\$2,080.00	5.2	\$205.00	\$1,066.00
4.4	9030-A	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	310	\$10.00	\$3,100.00	310	\$6.00	\$1,860.00
4.5	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5.2	\$500.00	\$2,600.00	5.2	\$120.00	\$624.00
4.6	SPECIAL	TRIM AROUND BIOSWALES	Ea.	12	\$50.00	\$600.00	12	\$45.00	\$540.00
		BASINS NORTH OF ASHLAND ELEMENTARY							
5.1	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	AC.	1.2	\$500.00	\$600.00	1.2	\$550.00	\$660.00
5.2	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	AC.	1.2	\$700.00	\$840.00	1.2	\$650.00	\$780.00
5.3	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	AC.	1.2	\$700.00	\$840.00	1.2	\$650.00	\$780.00
		ART CENTER							
6.1	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.2	\$400.00	\$480.00	1.2	\$205.00	\$246.00
6.2	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.2	\$400.00	\$480.00	1.2	\$205.00	\$246.00
6.3	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.2	\$500.00	\$600.00	1.2	\$120.00	\$144.00
6.4	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.2	\$500.00	\$600.00	1.2	\$120.00	\$144.00
		ALTERNATE - HORIZON PARK							
7.1	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5	\$400.00	\$2,000.00	5	\$205.00	\$1,025.00
7.2	SPECIAL	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5	\$400.00	\$2,000.00	5	\$205.00	\$1,025.00
7.3	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5	\$500.00	\$2,500.00	5	\$120.00	\$600.00
7.4	SPECIAL	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5	\$500.00	\$2,500.00	5	\$120.00	\$600.00
7.5	9030-A	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	120	\$10.00	\$1,200.00	120	\$6.00	\$720.00
7.6	SPECIAL	TRIM AROUND PLANTING BEDS	Ea.	24	\$50.00	\$1,200.00	24	\$45.00	\$1,080.00
TOTAL AMOUNT BID =						\$55,355.00			\$27,195.00





ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements to Dewey - SE Delaware Entrance (Turn Lane Addition) for paving.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN DEWEY - SE DELAWARE ENTRANCE FOR PAVING

WHEREAS, on the 20th day of September, 2021, the City of Ankeny, Iowa entered into a three-party contract with Edge Commercial, LLC, the Contractor, and Ankeny Land LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-354; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 3, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 3rd day of January, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark Holm, Mayor

ATTEST:

By: _____
Denise L. Hoy, City Clerk



CERTIFICATE OF COMPLETION

Dewey SE Delaware Entrance

Ankeny, Iowa

January 3rd, 2022

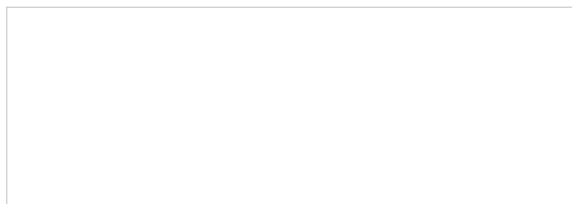
This is to certify that the construction improvements on the Dewey SE Delaware Entrance project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES



ANKENY CITY COUNCIL

City Council Agenda

January 3, 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:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt a **RESOLUTION** authorizing the City of Ankeny to submit an application 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.

EXECUTIVE SUMMARY:
This year's STBG Program grants will provide federal funding for roadway improvement projects in the year 2026. Staff recommends that the City of Ankeny apply to the MPO for partial funding of the West First Street Widening Improvement Phase 2 Project - just east of Greenwood Street to just west of State Street. This project is included in the Capital Improvements Program with construction targeted for the 2026, and 2027 construction season(s). Joint utility trench work, including relocation and burying of overhead electric is anticipated to occur in 2025.

FISCAL IMPACT: **Yes**
Yes. If successful, the funding from this grant will partially offset the \$10 million estimated costs for this project.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the Resolution and authorizing submittal of the grant application.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION 2022-

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO SUBMIT AN APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM BLOCK GRANT (STBG) FUNDING TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PARTIAL FUNDING OF THE WEST FIRST STREET WIDENING IMPROVEMENT PHASE 2 PROJECT.

WHEREAS, the City of Ankeny is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Surface Transportation Block Grant (STBG) Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the program is administered by the Des Moines Area Metropolitan Planning Organization which prioritizes and ranks all project applications; and

WHEREAS, the City of Ankeny is proposing to complete the West First Street Widening Improvement Phase 2 project, east of Greenwood Street to just west of State Street, with construction planned in the current Capital Improvements Program for 2025 (utility trench relocation), 2026 and 2027 (pavement and associated surface improvements); and

WHEREAS, staff recognizes the need for outside funding assistance to complete this critical project and thus recommends that the City of Ankeny apply for partial funding through the Federal Surface Transportation Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

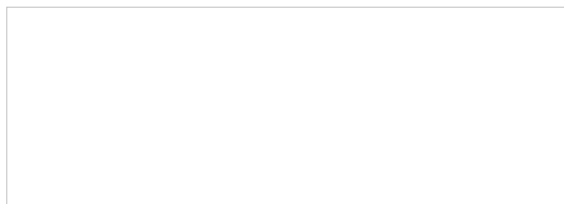
1. The City Council supports and approves the application for Federal Surface Transportation Program Block Grant funding for FFY 2026
2. The City Council hereby commits the City of Ankeny to providing matching monies as required by the Federal Surface Transportation Block Grant Program funding.
3. The City Council hereby commits to accepting and maintaining these improvements for a minimum of twenty (20) years following the completion.
4. The Mayor is hereby authorized to execute the application on behalf of the City Council.

PASSED AND APPROVED this 3rd day of January, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise Hoy, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 3, 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:

City Manager

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the **RESOLUTION** authorizing the City of Ankeny to submit an application 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.

EXECUTIVE SUMMARY:

This year's STP - TAP grants will provide federal funding for trail improvement projects in the year 2026. Staff recommends that the City of Ankeny apply to the MPO for partial funding of the Oralabor Gateway Trail – Grade Separation of South Ankeny Boulevard project. This project is currently included in the Capital Improvements Program with construction targeted for the 2029 construction season, however this project could be advanced to 2026 to align with the grant funding.

FISCAL IMPACT: **Yes**

If successful, the funding from this grant will partially offset the \$3.2 million estimated costs for this project.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the Resolution in support of the grant application.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION 2022-

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO SUBMIT AN APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM - TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION FOR THE PARTIAL FUNDING OF THE ORALABOR GATEWAY TRAIL – GRADE SEPARATION OF SOUTH ANKENY BOULEVARD PROJECT AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF ANKENY TO MATCHING FUNDS FOR THE CONSTRUCTION OF SAID PROJECT.

WHEREAS, the City of Ankeny is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Surface Transportation - Transportation Alternatives Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the program is administered by the Des Moines Area Metropolitan Planning Organization which prioritizes and ranks all project applications; and

WHEREAS, the City of Ankeny is proposing to complete the Oralabor Gateway Trail – Grade Separation of South Ankeny Boulevard project with the project included in the current Capital Improvements Program with construction planned for 2029, however the project would be advance to align with the receipt of grant funds; and

WHEREAS, staff recognizes the need for outside funding assistance to complete this critical project and thus recommends that the City of Ankeny apply for partial funding through the Federal Surface Transportation Program - Transportation Alternatives Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

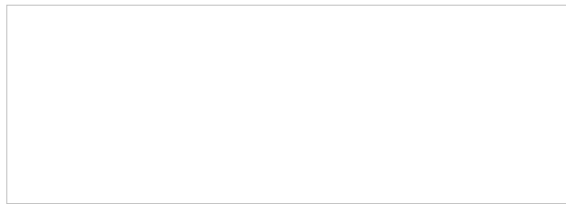
1. The City Council supports and approves the application for Federal Surface Transportation Program - Transportation Alternatives Program funding for FFY 2026.
2. The City Council hereby commits the City of Ankeny to providing matching monies as required by the Federal Surface Transportation Block Grant Program funding.
3. The City Council hereby commits to accepting and maintaining these improvements for a minimum of twenty (20) years following the completion.
4. The Mayor is hereby authorized to execute the application on behalf of the City Council.

PASSED AND APPROVED this 3rd day of January, 2022

Mark E. Holm, Mayor

ATTEST:

Denise Hoy, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 3, 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:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

High Trestle Trail Trailhead and Parking Lot Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payment to Concrete Connections, LLC. on the High Trestle Trail Trailhead and Parking Lot Project.

The High Trestle Trail Trailhead and Parking Lot Project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications

and that the final contract amount is \$215,036.50.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the High Trestle Trail Trailhead and Parking Lot Project and establishes the final contract amount to be \$215,036.50.

3. Change Order #2: Increasing the contract amount \$2,240.00

4. Final Payment: Concrete Connections, LLC = \$7,092.34

Retainage Payment: Concrete Connections, LLC = \$4,300.73

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion from the project engineer for the High Trestle Trail Trailhead and Parking Lot Project;

2. Adopt the Resolution accepting the High Trestle Trail Trailhead and Parking Lot Project with Concrete Connections, LLC in the final contract amount of \$215,036.50;

3. Authorize change order #2 increasing the contract amount \$2,240.00 and

4. Authorize final payment to Concrete Connections, LLC in the amount of \$7,092.34 and release of retainage payment in the amount of \$4,300.73 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 19, 2021: Council ordered construction and set dates for bid letting and public hearing.

May 17, 2021: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #2
 Final Payment
 Resolution

CERTIFICATE OF COMPLETION

High Trestle Trailhead and Parking Lot

Ankeny, Iowa

January 3, 2022

This is to certify that the construction improvements on the *High Trestle Trailhead and Parking Lot* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is *\$215,036.50*. I hereby recommend acceptance of the project.

Respectfully submitted,



*Nichole Sungren, PE
Project Manager
MSA Professional Services, Inc.
Iowa License Number 18431*

CHANGE ORDER FORM



Project Title: High Trestle Trailhead and Parking Lot (Construction)
Contractor: Concrete Connection, LLC
Address: 5170 NW Beaver Drive, Johnston, IA 50131
Finance Budget Code: 989.3989.4210 **Finance Project #** 989.4210
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: May 17, 2021 **Vendor #** 8575

Change Order Number: 2

Change Order Date: December 20, 2021 JAN 3, 2022

Purpose of Change Order:

Updated unit price from Change Order #1 so that contract price would be correct. Unit prices from CO#1 plus CO#2 equals the total bid unit price for the additional quantity change.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.01	Conventional Seeding and Fertilizing, Type I	AC	0.70	\$ 1,600.00	\$ 1,120.00
9.02	Hydromulching, Bonded Fiber Matrix	AC	0.70	\$ 1,600.00	\$ 1,120.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ 2,240.00**

Contractor Accepted: Concrete Connection, LLC

Signature: Daniel A. Benck Firm Name: Manager Date: 12/13/21

Engineer Approved: MSA Professional Services, Inc.

Signature: Nichole Sungen Firm Name: Date: 12/21/2021

Owner Accepted: City of Ankeny

Signature: [Signature] Title: P&R DIRECTOR
 Date: 12/21/21

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 208,911.50
1	October 18, 2021	\$ 3,885.00
2	December 20, 2021	\$ 2,240.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 215,036.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trailhead and Parking Lot (Construction)
Contractor: Concrete Connection, LLC
Address: 5170 NW Beaver Drive, Johnston, IA 50131
Finance Budget Code: 989.3989.4210 **Finance Project #** 989.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 17, 2021 **Vendor #** 8575

Date of Council Meeting: ~~December 20, 2021~~ JAN 3, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: October 7, 2021 Through: November 30, 2021

Contract Summary

Original Contract Amount:	\$	208,911.50	
Net change by Change Orders:	\$	6,125.00	
Contract Amount to Date: (line 1 ± 2)	\$		215,036.50
Total completed and stored to date:	\$	215,036.50	
Retainage: 2 % of Completed Work:	\$	4,300.73	
Total Earned less Retainage:	\$		210,735.77
Less previous applications for payment:	\$		203,643.43
SUBTOTAL			\$ 7,092.34

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,092.34

Balance to finish, including retainage: \$ 4,300.73

Contract Time Remaining (If applicable) 6.00 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: Concrete Connection, LLC
 Signature: Donald A. Burt, Manager Date: 12/13/21

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Signature: Nichole Sungen Date: 12/17/2021

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 12/21/21

Submit to: Nick Lenox, Parks & Recreation Director
E-mail: nlenox@ankenyiowa.gov **Phone:** (515) 963-3576 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Topsoll, On-Site	CY	600.00		600.00	\$ 10.00	\$ 6,000.00	600.00	\$ 6,000.00	-	100.00%
2.02	Excavation, Class 10, Onsite	CY	30.00		30.00	\$ 50.00	\$ 1,500.00	30.00	\$ 1,500.00	-	100.00%
2.03	Excavation, Class 10, Borrow	CY	485.00		485.00	\$ 20.00	\$ 9,700.00	485.00	\$ 9,700.00	-	100.00%
2.04	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
2.05	Subgrade Preparation	SY	1,150.00		1,150.00	\$ 3.00	\$ 3,450.00	1,150.00	\$ 3,450.00	-	100.00%
4.01	Culvert, Driveway, RCP, 16"	LF	54.00		54.00	\$ 100.00	\$ 5,400.00	54.00	\$ 5,400.00	-	100.00%
4.02	Sewer Service, PVC, 4"	LF	467.00		467.00	\$ 50.00	\$ 23,350.00	467.00	\$ 23,350.00	-	100.00%
4.03	Apron, RCP, 16" DIA	EA	4.00		4.00	\$ 1,750.00	\$ 7,000.00	4.00	\$ 7,000.00	-	100.00%
4.04	Cleanout	EA	3.00		3.00	\$ 300.00	\$ 900.00	3.00	\$ 900.00	-	100.00%
5.01	Water Service, Polyethylene, 1"	LF	336.00		336.00	\$ 12.00	\$ 4,032.00	336.00	\$ 4,032.00	-	100.00%
5.02	Water Curb Stop, 1"	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
5.03	Connection to Existing Service	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	-	100.00%
5.04	Removal, Water Hydrant and Valve	LS	1.00		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
6.01	Connection to Existing Manhole	EA	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	-	100.00%
7.01	Removal of Pavement	SY	19.00		19.00	\$ 30.00	\$ 570.00	19.00	\$ 570.00	-	100.00%
7.02	Pavement, PCC, 6"	SY	1,030.00		1,030.00	\$ 40.00	\$ 41,200.00	1,030.00	\$ 41,200.00	-	100.00%
7.03	Recreational Trail, PCC, 5"	SY	457.00		457.00	\$ 45.00	\$ 20,565.00	457.00	\$ 20,565.00	-	100.00%
7.04	Recreational Trail, PCC, 6"	SY	47.00		47.00	\$ 54.00	\$ 2,538.00	47.00	\$ 2,538.00	-	100.00%
7.05	Special Subgrade Preparation for Shared Use Paths	SY	778.00		778.00	\$ 3.00	\$ 2,334.00	778.00	\$ 2,334.00	-	100.00%
7.06	Sidewalk, Shared Use Path, and Driveway Assurance Testing	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	100.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
8.02	Stop Signs, Trail Scale	EA	2.00		2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	-	100.00%
8.03	Painted Pavement Markings, Durable	STA	5.30		5.30	\$ 600.00	\$ 3,180.00	5.30	\$ 3,180.00	-	100.00%
8.04	Painted Symbols and Legends, Durable	EA	1.00	1.00	2.00	\$ 400.00	\$ 800.00	2.00	\$ 800.00	-	100.00%
8.05	Groove Cuts for Pavement Markings	STA	5.30		5.30	\$ 225.00	\$ 1,192.50	5.30	\$ 1,192.50	-	100.00%
8.06	Groove Cuts for Symbols and Legends	EA	1.00	1.00	2.00	\$ 125.00	\$ 250.00	2.00	\$ 250.00	-	100.00%
9.01	Conventional Seeding and Fertilizing, Type I	AC	0.60	0.70	1.30	\$ 4,000.00	\$ 5,200.00	1.30	\$ 5,200.00	-	100.00%
9.02	Hydromulching, Bonded Fiber Matrix	AC	0.60	0.70	1.30	\$ 4,000.00	\$ 5,200.00	1.30	\$ 5,200.00	-	100.00%
9.04	Wattle, 6" DIA, Installation	LF	1,000.00		1,000.00	\$ 2.00	\$ 2,000.00	1,000.00	\$ 2,000.00	-	100.00%
9.05	Wattle, 6" DIA, Removal	LF	1,000.00		1,000.00	\$ 1.00	\$ 1,000.00	1,000.00	\$ 1,000.00	-	100.00%
9.06	Trees	EA	25.00		25.00	\$ 350.00	\$ 8,750.00	25.00	\$ 8,750.00	-	100.00%
9.07	Bollards	EA	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	-	100.00%
9.08	Turf Reinforcement Mat	SQ	3.00		3.00	\$ 225.00	\$ 675.00	3.00	\$ 675.00	-	100.00%
11.01	Mobilization	LS	1.00		1.00	\$ 12,500.00	\$ 12,500.00	1.00	\$ 12,500.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
11.03	Electrical Work	LS	1.00		1.00	\$ 33,000.00	\$ 33,000.00	1.00	\$ 33,000.00	-	100.00%
37					-		\$ -		\$ -	-	0.00%
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74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 215,036.50

\$ 215,036.50

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 7, 2021	\$ 176,024.55
2	October 18, 2021	\$ 27,618.88
3		
4		
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 203,643.43

Record of Change Orders

No.	Date	Amount
1	October 18, 2021	\$ 3,885.00
2	December 20, 2021	\$ 2,240.00
3		
4		
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TOTAL \$ 6,125.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 17, 2021
Original Contract Time:	30.00
Added by Change Order:	
Contract Time to Date:	30.00
Time Used to Date:	24.00
Contract Time Remaining:	<u>6.00</u>

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE HIGH TRESTLE TRAIL TRAILHEAD PARKING LOT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE HIGH TRESTLE TRAIL TRAILHEAD PARKING LOT

WHEREAS, on the **17th** day of **May**, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Concrete Connection, LLC** of **Johnston, Iowa**, for the construction of certain public improvements generally described as the High Trestle Trail Trailhead Parking Lot; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **January 3, 2022**:

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

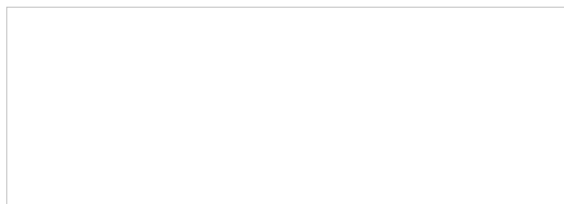
Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$215,036.50**, as shown in the report of the Engineer.

PASSED AND APPROVED this 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider a motion approving a Recycling Agreement between Metro Waste Authority and the City of Ankeny.

EXECUTIVE SUMMARY:

Recycling service in the City of Ankeny is provided to residents through an existing contract that is managed by Metro Waste Authority (MWA). The current contract will expire on June 30, 2022 and a new contract for service is proposed to begin July 1, 2022 and expire on June 30, 2029. Upon completing an RFP process for solid waste and recycling, MWA is recommending one hauler for recycling service for the duration of the Agreement across all of the contracted service areas – Waste Management. Recycling services will be provided to customers at a rate of \$4.32 per household, per month beginning July 1, 2022.

FISCAL IMPACT: **No**

The City of Ankeny currently serves as a passthrough for costs of service associated with recycling managed by MWA. Although this item does not have a direct financial impact on the City of Ankeny organization, Ankeny residents who currently pay \$3.89 per household, per month, for recycling services can expect rates to increase to \$4.32 per household, per month beginning July 1, 2022.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends the Council approve the attached Agreement for Recycling Collection Services.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 MWA Staff Memorandum
 Agreement Recycling

MEMORANDUM

DATE: December 10, 2021
TO: City Managers, City Clerks, Public Works Directors
FROM: Michael McCoy, Executive Director
SUBJECT: **2022 Solid Waste, Recycling, Yard Waste Services + Rates**

Overview

A RFP was issued in September 2021 for the collection of solid waste, yard waste, and/or recycling for 20 cities and Polk County. Existing city contracts managed by Metro Waste Authority expire June 30, 2022, and the new contracts will begin July 1, 2022.

Solid waste, recycling, and yard waste services were bid by zones, bundling communities together to reach optimal house counts for hauler efficiency, thus pricing. There was an alternate bid to continue recycling as a standalone service.

Evaluation and Recommendation

Four RFP responses were evaluated based on:

1. Qualifications and experience with all service collections
2. Understanding of the scope of work and approach
3. Customer service provided to past and existing customers
4. Staff and equipment availability, including capacity
5. Proposed prices
6. Compliance with Draft Agreement
7. References from customers
8. Completed bid response

The RFP indicated no one hauler can be awarded more than two contracts to ensure a competitive market in the future. MWA recommends ASI for two community zones for solid waste and yard waste and Waste Connections for the third zone. This recommendation is largely based on experience, price, and compliance with the draft agreement. After thorough evaluation, staff recommends one hauler, Waste Management, for recycling services for all participating communities.

Price

Solid Waste: \$10.73 per household, per month
Recycling: \$4.32 per household, per month

Explanation of Price

If the city proceeds with the recommendation, combined solid waste recycling rates will increase between 15%-23%, depending on the city's existing rate. Increases of this significance are unfortunate, but Metro Waste Authority staff continue to firmly believe these are still very favorable rates for the services provided. There are several influential factors resulting in the increase:

- The Metro has enjoyed long-standing contracts, which have been in place for 10-20 years. While this has provided many advantages, it has kept the regions' rates artificially low.
- As every industry is experiencing, labor markets are exceptionally challenging, leading to all-time high wages. In addition, fuel rates, CPI, and equipment costs are unprecedentedly high in this market. While all these factors are reflected in the rates, the haulers recognize while some variables will likely return to a norm, wages will not.

Metro Waste Authority's 2022 Considerations

- Due to the seasonality of yard waste, as well as its inefficiencies, the region has experienced minimal interest from haulers in the past to provide this service. Coupling solid waste and yard waste together ensures a yard waste service provider in the future.
- Yard waste collection has also experienced severe increases (over 40%) year-over-year. This contract allows the region to lock in consistent prices for the duration of a lengthy term..
- To keep all service rates in line:
 - Metro Waste Authority will internalize the purchase of solid waste, recycling, and yard waste carts, as well as the delivery and maintenance. (This is a shift in responsibility from the hauler to the Authority).
 - Metro Waste Authority will internalize customer service for all services, which will also improve customer experience. (This is a shift from requiring haulers maintain a local call center).
- MWA is lessening the burden of yard waste administration for city staff
 - MWA will purchase, distribute, and maintain all yard waste carts. This will result in a reduction of work for public works staff who were previously transporting, storing and delivering carts.
 - MWA has heard for years managing the mailing of yard waste cart stickers was both time consuming and cumbersome for staff. As a result, MWA's customer care team will internalize the mailing going forward, instead of city staff.

**Agreement between
Metro Waste Authority and
City of _____, Iowa
To Provide Recycling Collection Services**

THIS AGREEMENT is made and entered into this ____ day of January 2022, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter referred to as "Authority" or "MWA") and the City of _____, Iowa (hereinafter referred to as "City.")

WHEREAS, the City is a member of the Metro Waste Authority ("MWA"), and

WHEREAS, MWA has provided a regional approach to recycling in order to provide long-term benefits and administrative efficiency to its participating members; and

WHEREAS, as part of this regionalization approach, MWA has negotiated a collection contract with a third party provider ("Contractor") to provide recycling services ("Services") for residential customers within the City's corporate limits, and

WHEREAS, the City agrees to the selected Contractor and agrees that the Contractor will provide said Services for the negotiated term.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Contracted Services. As authorized by the City, MWA utilized its relationships and expertise to prepare a request for proposal and negotiate a contract with a third party provider to provide recycling services for residential customers within the City's corporate limits. The City hereby approves of the Contractor to perform the Services provided for in MWA's agreement with the Contractor, and authorizes MWA to manage the Services on behalf of the City.

2. Term. The term of MWA's agreement with the Contractor to provide such Services is from July 1, 2022 to June 30, 2029 ("Term"). The City agrees that the Contractor selected by MWA shall be the sole and exclusive provider of Services within the City's corporate limits for the duration of the Term, unless MWA's agreement with the Contractor is terminated early.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

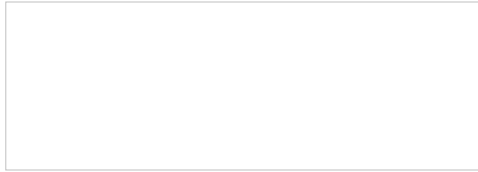
METRO WASTE AUTHORITY:

By: _____
MICHAEL MCCOY, EXECUTIVE DIRECTOR

CITY:

By _____
_____, MAYOR

Attest _____
_____, CITY CLERK



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

:

Mid-Iowa Planning Alliance for Community Development (MIPA) is a new non-profit organization dedicated to supporting communities in Boone, Dallas, Jasper, Marion, Polk, Story, and Warren Counties. MIPA will provide professional planning, programming, and technical assistance to its member communities. MIPA is in the process of being designated by the U.S. Economic Development Administration (EDA) as an “Economic Development District,” which has several benefits. Designation will open more funding opportunities for local economic development projects. It will also provide assistance with staffing costs. A federal grant for staffing (\$70,000) requires a 1-to-1 match, which is why MIPA is charging an annual membership of 15 cents per capita. Ankeny’s annual membership will be \$10,183. One of the primary benefits of membership to Ankeny is the opportunity to apply for EDA funds that we have not had access to previously. Staff is already applying for funding for High Trestle Trail improvements that would not have been available without the creation of MIPA.

December 3, 2021

Mayor Gary Lorenz
City of Ankeny
410 W. First St.
Ankeny IA 50023

Honorable Mayor Lorenz,

It is my pleasure to formally invite the City of Ankeny to join the Mid-Iowa Planning Alliance for Community Development (MIPA), a new nonprofit organization that is dedicated to supporting communities in Boone, Dallas, Jasper, Marion, Polk, Story and Warren Counties.

MIPA was formed earlier this year by a group of city and county staff members, economic development professionals, and other stakeholders from the Mid-Iowa region. MIPA is expected to be operational with full-time staff starting April 1, 2022, and will provide professional planning, programming, and technical assistance to its members. Eligible jurisdictions (cities and counties) receive the following services with membership:

- Grant writing & administration
- Regional Planning, e.g. Comprehensive Economic Development Strategy
- Other member support, e.g. technical assistance, map-making, and local planning
- Option to contract with MIPA for local planning, such as comprehensive plans or zoning updates

MIPA will leverage federal grant dollars to help pay for its staffing costs. MIPA is in the process of being designated by the U.S. Economic Development Administration as an "Economic Development District," which has several benefits. For one thing, the designation will open more funding opportunities for local projects. For another, it will provide \$70,000 annually for staffing.

The federal grant for staffing requires 1-to-1 local match, which is why MIPA is charging annual membership dues of 15 cents per capita. For the first 15 months of MIPA's operations, those dues would come to \$12,728 for the City of Ankeny. Membership is optional, so there's no cost if you don't join. Though we believe the benefits outweigh the costs and hope you will consider joining.

We have created a webpage (www.midiowaplanningalliance.com/membership) that outlines all the information about membership. The site includes a rate sheet, bylaws, general information about membership, instructions for joining, and a template resolution. The deadline for this enrollment period is Tuesday, February 15. Communities may join later; the next enrollment window will be in early 2023.

We're happy to have a discussion with you, as well. For more information or a presentation from MIPA staff, please reach out to Gunnar Olson at 515-334-0075 or golson@midiowaplanningalliance.com. For a local reference, you can call or email Clyde Evans of City of West Des Moines Community and Economic Development Office at 515-273-0770 or clyde.evans@wdm.iowa.gov.

Sincerely,

Todd Ashby
CEO / Executive Director



Supporting Economic Development in
Boone, Dallas, Jasper, Marion, Polk,
Story, and Warren Counties.

RESOLUTION 2022-XXXX

A RESOLUTION AUTHORIZING THE CITY OF ANKENY, IOWA TO BECOME A MEMBER OF THE MID-IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT (MIPA)

WHEREAS, Mid-Iowa Planning Alliance for Community Development (MIPA) was created by city and county staff members, economic development professionals, and other stakeholders in 2021; and

WHEREAS, MIPA is dedicated to supporting communities in Boone, Dallas, Jasper, Marion, Polk, Story, and Warren Counties; and

WHEREAS, MIPA is expected to be operational with full-time staff starting April 1, 2022 and will provide professional planning, programming, and technical assistance to member communities through the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, member communities will also benefit from grant funding opportunities offered by the U.S. Economic Development Administration that otherwise would not have been available to our region without MIPA's designation as a federally recognized Economic Development District; and

WHEREAS, current year membership is 15 cents per resident, or \$10,183 for the City of Ankeny, with membership expected to increase as Ankeny's population increases in the future; and

WHEREAS, the City Council of the City of Ankeny, Iowa has determined it to be in the best interest of the City to approve the City's membership in MIPA.

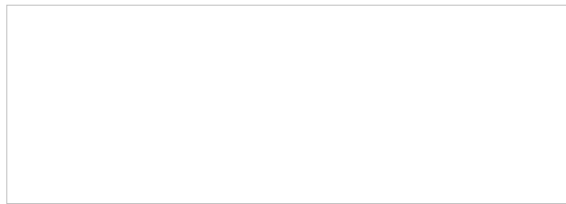
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves membership in MIPA and authorizes the City Manager and staff to do all things necessary to support the City of Ankeny's membership in this new organization.

PASSED AND APPROVED this 3rd day of January, 2022.

Mark Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 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 2nd 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 second consideration of ORDINANCE 2074.

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 by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

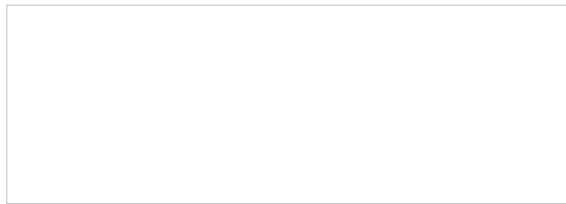
Gary Lorenz, Mayor

ATTEST:

Denise L. Hoy, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE XX DAY OF XX, 2021**

**10/18/21 (P. Hrg.)
1st Con XXXX
2nd Con XXXX
3rd Con XXXX**



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2090: An Ordinance vacating a Public Sanitary Sewer Easement associated with Outlot X, Vintage Business Park at Prairie Trail Plat 7.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2090 vacating a Public Sanitary Sewer Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2090. sending it on its final

passage and publication as required by law.

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

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2090
 Vacation Exhibit
 Resolution
 Quit Claim Deed

ORDINANCE 2090

**AN ORDINANCE VACATING A PUBLIC SANITARY SEWER EASEMENT ASSOCIATED WITH
OUTLOT X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7**

WHEREAS, pursuant to notice published in the manner required by law, on the 6th day of December, 2021, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a Public Sanitary Sewer Easement, as shown on the attached Exhibit “A”; and

WHEREAS, the City Council finds that all public purpose served by this easement has been abandoned; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said easement be vacated.

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

1. That the City of Ankeny does hereby vacate and release the portion of a Public Sanitary Sewer Easement shown on the Quit Claim Deed, recorded in Book 2105, Page 550; as shown on the Quit Claim Deed, recorded in Book 2127, Page 461; and as shown on the final plat of Vintage Business Park at Prairie Trail Plat 1, recorded in Book 12860, Page 709 of the records of the Polk County Recorder, as shown on the attached Exhibit “A”; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 3rd day of January 2022.

CITY OF ANKENY

Gary Lorenz, Mayor

Attest:

Denise L. Hoy, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 7TH DAY OF JANUARY, 2021**

**1st Con 12/6/21 (P. Hrg.)
2nd Con 12/20/21
3rd Con 1/03/22**

**REQUESTED BY &
PROPRIETOR**

DRA Properties, LC
c/o Tara Meredith
1515 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

EXHIBIT "A"

LEGEND

-  Subject easement area
 Existing boundary line
 Existing easement line



NORTH



SCALE

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, an official plat, located in the City of Ankeny, Polk County, Iowa.

**SUBJECT EASEMENT
TO BE VACATED**

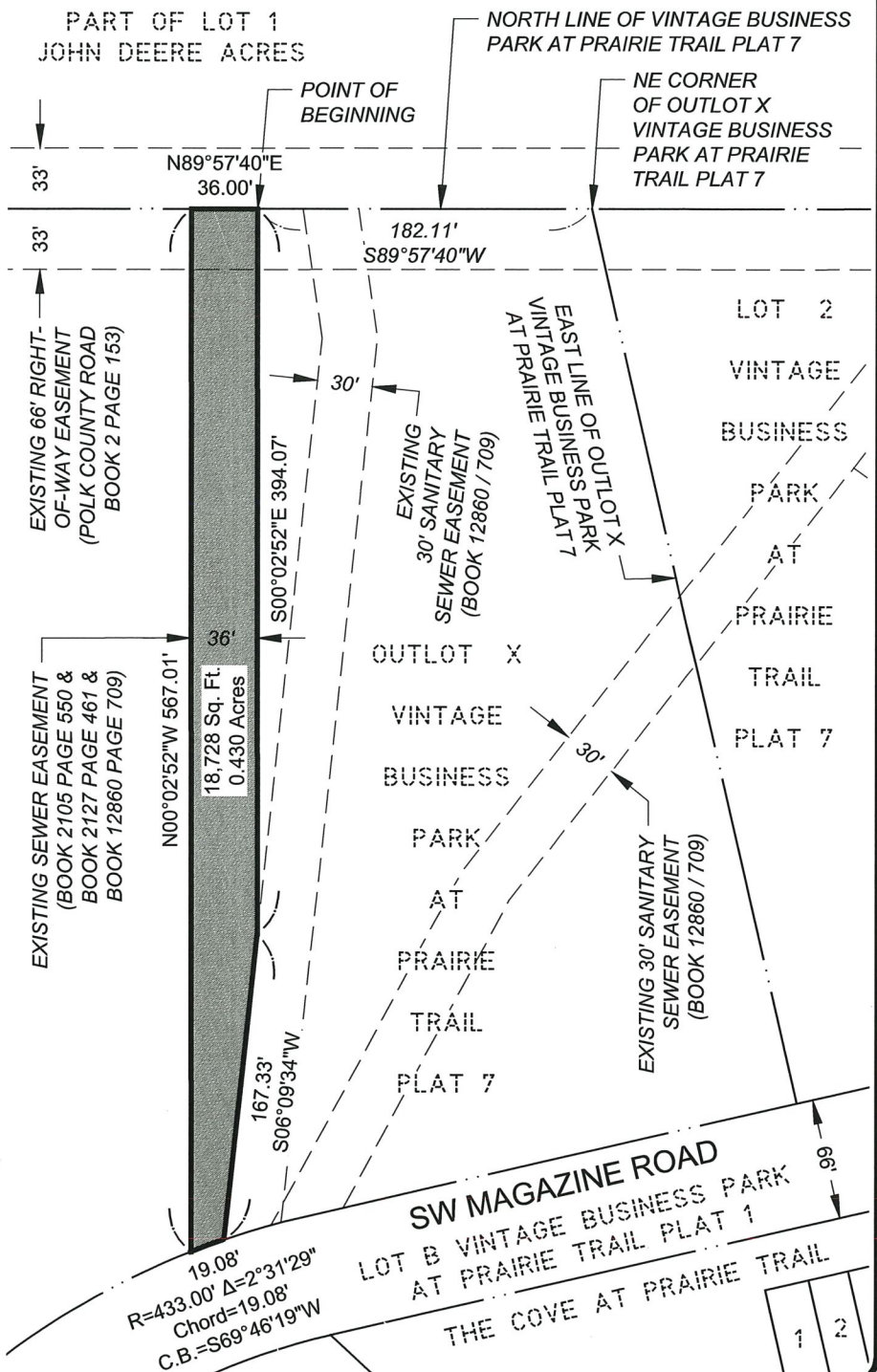
Existing Sewer and Sanitary Sewer Easements as shown on the Quit Claim Deed, recorded in Book 2105 Page 550; as shown on the Quit Claim Deed, recorded in Book 2127 Page 461; and as shown on the final plat of VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 1, recorded in Book 12860, Page 709; all of which recorded with the Polk County, Iowa Recorder's Office.

**DESCRIPTION OF
EXISTING EASEMENT
TO BE VACATED**

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:

Commencing at the northeast corner of Outlot X; thence South 89 degrees 57 minutes 40 seconds West, a distance of 182.11 feet, to the Point of Beginning; thence South 00 degrees 02 minutes 52 seconds East, a distance of 394.07 feet; thence South 06 degrees 09 minutes 34 seconds West, a distance of 167.33 feet; thence southwesterly 19.08 feet along a curve to the left, not tangent to the last described line, having a radius of 433.00 feet, a delta angle of 02 degrees 31 minutes 29 seconds and a chord distance of 19.08 feet which bears South 69 degrees 46 minutes 19 seconds West; thence North 00 degrees 02 minutes 52 seconds West, not tangent to the last described curve, a distance of 567.01 feet; thence North 89 degrees 57 minutes 40 seconds East, a distance of 36.00 feet, to the Point of Beginning.

Containing 0.430 acres (18,728 square feet) more or less.



RECEIVED

OCT 2

CITY OF ANKENY

1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:

OUTLOT X

LOCATION:

ANKENY, IOWA

NAI No.:
21241

DATE:
10/01/21

DRAWN BY:
TJH

CHECKED BY:
ADS

DWG No.:
1/1

SHEET TITLE:
EX-1

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO DRA PROPERTIES, LC

WHEREAS, by Ordinance No. 2090 the City has vacated certain real estate shown on the attached Exhibit "A"; and

WHEREAS, DRA Properties, LC, has offered to purchase said real estate for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, public hearing on said vacation and sale was held on the 6th day of December, 2021, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase, determines that the offer should be accepted.

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

1. That the City accepts the offer of DRA Properties, LC, to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Exhibit "A"; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 3rd day of January, 2021.

Mark Holm, Mayor

Attest:

Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Deb Gervais, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3558

Address Tax Statements: DRA Properties, LC, 1515 NE 36th Street, Ankeny, IA 50021

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by DRA Properties, LC, does hereby QUIT CLAIM unto said DRA Properties, LC, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EXHIBIT "A"

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

SIGNED this 3rd day of January 2022.

CITY OF ANKENY, IOWA

Mark Holm, Mayor

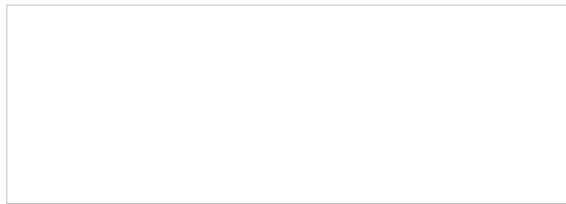
ATTEST:

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 3rd day of January, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Denise L. Hoy, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the CITY OF ANKENY, IOWA; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 3rd day of January, 2022, and said Mark Holm and Denise L. Hoy acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2091: An Ordinance amending Chapter 3, Voting Precincts, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve second consideration of Ordinance 2091.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2091.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2091, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE 2091

AN ORDINANCE AMENDING CHAPTER 3 VOTING PRECINCTS OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY UPDATING THE CITY OF ANKENY VOTING PRECINCTS

SECTION 1. That Chapter 3 Voting Precincts should be and the same is hereby repealed and replaced with the following:

3.01 VOTING PRECINCTS ESTABLISHED.

For the purpose of best serving the convenience of the voters, there are established election precincts within the City for elections after January 15, 2022.

3.02 PRECINCT NUMBER ONE.

Election Precinct Number One is that part of the City lying within the following described perimeter:

Beginning at the intersection of NW State Street and NW Prairie Ridge Drive; thence southeasterly along NW Prairie Ridge Drive to NW Ash Drive; thence southeasterly along NW Ash Drive to SW Cherry Street; thence southerly along SW Cherry Street to the High Trestle Trail; thence southeasterly along the High Trestle Trail to SW Walnut Street; thence southerly along SW Walnut Street to SW Railroad Avenue; thence southeasterly along SW Railroad Avenue to SW Ordinance Road; thence westerly along SW Ordinance Road to SW State Street; thence northerly along SW State Street to the intersection of NW State Street and W 1st Street; thence northerly along NW State Street to the point of beginning.

2020 Census City of Ankeny Population- 3,422

3.03 PRECINCT NUMBER TWO

Election Precinct Number Two is that part of the City lying within the following described perimeter:

Beginning at the intersection of SW Oralabor Road and SW Polk City Drive; thence southeasterly to County Road NW 4th Street; thence southerly and proceeding clockwise along the corporate limit line to the intersection of SW Oralabor Road and County Road NW 26th Street; thence easterly along SW Oralabor Road to the point of beginning.

2020 Census City of Ankeny Population- 3,171

3.04 PRECINCT NUMBER THREE

Election Precinct Number Three is that part of the City lying within the following two described perimeters:

Beginning at the intersection of NE 18th Street and NE Trilein Drive; thence southerly along NE Trilein Drive to E 1st Street; thence westerly along E 1st Street to the intersection of E 1st Street and N Ankeny Boulevard; thence westerly along W 1st Street to NW Ash Drive; thence northerly along NW Ash Drive to NW 9th Street; thence easterly along NW 9th Street to NW Logan Drive; thence northly along NW Logan Drive to NW Briargate Drive; thence northerly along NW Briargate Drive to NW 18th Street; thence easterly along NW 18th Street to the intersection of NW 18th Street and N Ankeny Boulevard; thence easterly along NE 18th Street to the point of beginning.

2020 Census City of Ankeny Population- 3,296

3.05 PRECINCT NUMBER FOUR

Election Precinct Number Four is that part of the City lying within the following described perimeter:

Beginning at the intersection of SW Ordinance Road and SW State Street; thence easterly along SW Ordinance Road to S Ankeny Boulevard; thence southerly along S Ankeny Boulevard to SW Oralabor Road; thence westerly along SW Oralabor Road to SW Snyder Boulevard; thence southerly along SW Snyder Boulevard to SW Ankeny Road; thence southwesterly along SW Ankeny Road to SW Twin Gates Drive; thence westerly along SW Twin Gates Drive to SW Ankeny Road; thence southerly along SW Ankeny Road to County Road NE 72nd Place; thence westerly along County Road NE 72nd Place to County Road NW 2nd Street; thence northerly along County Road NW 2nd Street to the intersection of County Road NW 2nd Street and SW Polk City Drive; thence northerly along SW State Street to the point of beginning.

2020 Census City of Ankeny Population- 2,509

3.06 PRECINCT NUMBER FIVE (Town and Country)

Election Precinct Number Five is that part of the City and including a small unincorporated area, lying within the following described perimeter:

Beginning at the intersection of NE 54th Street and N Ankeny Boulevard; thence southerly along N Ankeny Boulevard to NE 36th Street; thence easterly along NE 36th Street to NE Trilein Drive; thence southerly along NE Trilein Drive to NE 18th Street, thence westerly along NE 18th Street to N Ankeny Boulevard; thence north along N Ankeny Boulevard to NW Reinhart Drive; thence westerly along NW Reinhart Drive to NW Northpark Drive;

thence southerly along NW Northpark Drive to NW 26th Street; thence westerly along NW 26th Street to NW State Street; thence northerly along NW State Street to NW 36th Street; thence easterly along NW 36th Street to NW Ash Drive; thence northerly along NW Ash Drive to the corporate limit line; thence northerly along County Road NE 6th Street to County Road NE 118th Avenue; thence easterly along County Road NE 118th Avenue to the point of beginning.

2020 Census City of Ankeny Population- 3,054

2020 Census Unincorporated Population - 6

3.07 PRECINCT NUMBER SIX

Election Precinct Number Six is that part of the City lying within the following described perimeter:

Beginning at the intersection of NW Greenwood Street and NW 18th Street; thence easterly along NW 18th Street to NW Briargate Drive; thence southerly along NW Briargate Drive to NW Logan Street; thence southerly along NW Logan Street to NW 9th Street; thence westerly along NW 9th Street to NW Prairie Ridge Drive; thence westerly along NW Prairie Ridge Drive to NW State Street; thence southerly along NW State Street to NW 9th Street; thence westerly along NW 9th Street to NW Linden Street; thence southerly along NW Linden Street to NW 5th Street; thence westerly along NW 5th Street to NW Greenwood Street; thence northerly along NW Greenwood Street to the point of beginning.

2020 Census City of Ankeny Population- 3,473

3.08 PRECINCT NUMBER SEVEN

Election Precinct Number Seven is that part of the City lying within the following described perimeter:

Beginning at the intersection of SW Irvinedale Drive and SW 18th Street; thence easterly along SW 18th Street to SW College Avenue; Thence southerly along SW College Avenue to SW Prairie Trail Parkway; thence easterly along SW Prairie Trail Parkway to SW State Street; thence southerly along SW State Street to the corporate limit line; thence westerly along the corporate limit line to County Road NW 4th Street; thence northerly along County Road NW 4th Street to SW Polk City Drive; thence northwesterly along SW Polk City Drive to SW Oralabor Road; thence westerly along SW Oralabor Road to SW Edgewood Lane; thence northerly along SW Edgewood Lane to the corporate limit line; thence clockwise along the corporate limit line to SW Irvinedale Drive; thence northerly along SW Irvinedale Drive to the point of beginning.

2020 Census City of Ankeny Population- 3,272

3.09 PRECINCT NUMBER EIGHT

Election Precinct Number Eight is that part of the City lying within the following described perimeter:

Beginning at the intersection of NE Briarwood Drive and NE 47th Street; thence westerly along NE 47th Street to Four Mile Creek; thence southerly along Four Mile Creek to NE 36th Street; thence westerly along NE 36th Street to N Ankeny Boulevard; thence northerly along N Ankeny Boulevard to a point approximately one half mile north of NE 54th Street and the north edge of census block GEOID20 191530101011062; thence easterly along the north edge of census block GEOID20 191530101011062 to NE Delaware Avenue; thence southerly along NE Delaware Avenue to NE 56th Street; thence westerly along NE 56th Street to NE Briarwood Drive; thence southerly along NE Briarwood Drive to the point of beginning.

2020 Census City of Ankeny Population – 3,318

3.10 PRECINCT NUMBER NINE

Election Precinct Number Nine is that part of the City lying within the following described perimeter:

Beginning at the intersection of SE Delaware Avenue and E 1st Street; thence easterly along E 1st Street to SE Frisk Drive and the corporate limit line; thence clockwise along the corporate limit line to SE Magazine Road; thence westerly along SE Magazine Road to SE Trilein Drive; thence northerly along SE Trilein Drive to SE Peterson Drive; thence easterly along SE Peterson Drive to SE Delaware Avenue; thence northerly along SE Delaware Avenue to the point of beginning.

2020 Census City of Ankeny Population – 3,220

3.11

Election Precinct Number Ten is that part of the City and including a small unincorporated area, lying within the following described perimeter:

Beginning at the intersection of W 1st Street and SW State Street; thence southerly along SW State Street to SW Prairie Trail Parkway; thence westerly along SW Prairie Trail Parkway to SW College Avenue; thence northerly along SW College Avenue to SW 18th Street; thence westerly along SW 18th Street to SW Irvinedale Drive; thence northerly along SW Irvinedale Drive to the corporate limit line; thence clockwise along the corporate limit line to W 1st Street; thence easterly along W 1st Street to the point of beginning.

2020 Census City of Ankeny Population – 2,806

2020 Census Unincorporated Population – 15

3.12 PRECINCT NUMBER ELEVEN

Election Precinct Number Eleven is that part of the City lying within the following described perimeter:

Beginning at the intersection of NW 18th Street and NW Irvinedale Drive; thence southerly along NW Irvinedale Drive to NW 13th Street; thence westerly along NW 13th Street to NW Seasons Drive; thence southerly along NW Seasons Drive to NW 5th Street; thence easterly along NW 5th Street to NW Country Club Drive; thence southerly along NW Country Club Drive to W 1st Street; thence westerly along W 1st Street to NW Polk City Drive; thence northerly along NW Polk City Drive to NW 8th Street; thence easterly along NW 8th Street to NW Jackson Drive; thence southerly along NW Jackson Drive to NW 5th Street; thence easterly along NW 5th Street to NW Weigel Drive; thence northerly along NW Weigel Drive to NW 18th Street; thence easterly along NW 18th Street to the point of beginning.

2020 Census City of Ankeny Population – 3,160

3.13 PRECINCT NUMBER TWELVE (Town and Country)

Election Precinct Number Twelve is that part of the City and including a small unincorporated area, lying within the following described perimeter:

Beginning at the intersection of NW 9th Street and NW State Street; thence southerly along NW State Street to W 1st Street; thence westerly along W 1st Street to NW Country Club Drive; thence northerly along NW Country Club Drive to NW 5th Street; thence westerly along NW 5th Street to NW Seasons Drive; thence northerly along NW Seasons Drive to NW 13th Street; thence easterly along NW 13th Street to NW Irvinedale Drive; thence southerly along NW Irvinedale Drive to NW 5th Street; thence easterly along NW 5th Street to NW Linden Street; thence northerly along NW Linden Street to NW 9th Street; thence easterly along NW 9th Street to the point of beginning.

2020 Census City of Ankeny Population – 3,450

2020 Census Unincorporated Population – 0

3.14 PRECINCT NUMBER THIRTEEN (Town and Country)

Election Precinct Number Thirteen is that part of the City and including a small unincorporated area, lying within the following described perimeter:

Beginning at the intersection of SW Snyder Boulevard and SW Oralabor Road; thence easterly along SW Oralabor Road to SE Rio Drive; thence southerly along SW Rio Drive to County Road NE 19th Lane; thence southerly along NE 19th Lane to the corporate limit line; thence clockwise along the corporate limit line to the south edge of census block GEOID20 191530102144012; thence counter-clockwise along census block GEOID20

191530102144012 to S Ankeny Boulevard; thence northerly along S Ankeny Boulevard to SW 36th Lane; thence westerly along SW 36th Lane to SW Logan Street; thence northerly along SW Logan Street to SW Springfield Drive; thence westerly along SW Springfield Drive to SW Snyder Boulevard; thence northerly along SW Snyder Boulevard to the point of beginning.

2020 Census City of Ankeny Population – 1,828

2020 Census Unincorporated Population – 3

3.15 PRECINCT NUMBER FOURTEEN

Election Precinct Number Fourteen is that part of the City lying within the following described perimeter:

Beginning at the intersection of SW Ankeny Road and SW Snyder Boulevard; thence southerly along SW Snyder Boulevard to SW Springfield Drive; thence easterly along SW Springfield Drive to SW Logan Street; thence southerly along SW Logan Street to SW 36th Lane; thence easterly along SW 36th Lane to S Ankeny Boulevard; thence southerly along S Ankeny Boulevard to the corporate limit line; thence clockwise along the corporate limit line to SW Ankeny Road; thence northerly along SW Ankeny Road to SW Twin Gates Drive; thence clockwise along SW Twin Gates Drive to SW Ankeny Road; thence northeasterly along SW Ankeny Road to the point of beginning.

2020 Census City of Ankeny Population – 2,383

3.16 PRECINCT NUMBER FIFTEEN

Election Precinct Number Fifteen is that part of the City lying within the following described perimeter:

Beginning at the intersection of NE Trilein Drive and NE 18th Street; thence easterly along NE 18th Street to the corporate limit line; thence southerly and clockwise along the corporate limit line to E 1st Street; thence westerly along E 1st Street to SE Delaware Avenue; thence southerly along SE Delaware Avenue to SE 3rd Street; thence westerly along SE 3rd Street to SE Lowell Drive; thence northerly along SE Lowell Drive to SE 2nd Street; thence westerly along SE 2nd Street to SE Wanda Drive; thence southerly along SE Wanda Drive to SE 3rd Street; thence westerly along SE 3rd Street to SE Trilein Drive; thence northerly along SE Trilein Drive to E 1st Street; thence easterly along E 1st Street to NE Trilein Drive; thence northerly along NE Trilein Drive to the point of beginning.

2020 Census City of Ankeny Population – 3,472

3.17 PRECINCT NUMBER SIXTEEN

Election Precinct Number Sixteen is that part of the City lying within the following described perimeter:

Beginning at the intersection of NE Trilein Drive and NE 36th Street; thence easterly along NE 36th Street to the corporate limit line; thence clockwise along the corporate limit line to Interstate 35; thence southerly along Interstate 35 to NE 18th Street right-of-way; thence westerly along NE 18th Street right-of-way to NE Trilein Drive; thence northerly along NE Trilein Drive to the point of beginning.

2020 Census City of Ankeny Population – 2,744

3.18 PRECINCT NUMBER SEVENTEEN

Election Precinct Number Seventeen is that part of the City lying within the following described perimeter:

Beginning at the intersection of NE 56th Street and NE Delaware Avenue; thence northerly along NE Delaware Avenue to the corporate limit line; thence clockwise along the corporate limit line to NE 36th Street; thence westerly along NE 36th Street to Four Mile Creek; thence northerly along Four Mile Creek to NE 47th Street; thence easterly along NE 47th Street to NE Briarwood Drive; thence northerly along NE Briarwood Drive to NE 56th Street; thence easterly along NE 56th Street to the point of beginning.

2020 Census City of Ankeny Population – 3,364

3.19 PRECINCT NUMBER EIGHTEEN

Election Precinct Number Eighteen is that part of the City lying within the following described perimeter:

Beginning at the intersection of NW Reinhart Drive and N Ankeny Boulevard; thence southerly along N Ankeny Boulevard to NW 18th Street; thence westerly along NW 18th Street to NW State Street; thence northerly along NW State Street to NW 26th Street; thence easterly along NW 26th Street to NW Northpark Drive; thence northerly along NW Northpark Drive to NW Reinhart Drive; thence easterly along NW Reinhart Drive to the point of beginning.

2020 Census City of Ankeny Population – 3,136

3.20 PRECINCT NUMBER NINETEEN

Election Precinct Number Nineteen is that part of the City lying within the following described perimeter:

Beginning at the intersection of E 1st Street and SE Trilein Drive; thence southerly along SE Trilein Drive to SE 3rd Street; thence easterly along SE 3rd Street to SE Wanda Drive;

thence northerly along SE Wanda Drive to SE 2nd Street; thence easterly along SE 2nd Street to SE Lowell Drive; thence southerly along SE Lowell Drive to SE 3rd Street; thence easterly along SE 3rd Street to SE Delaware Avenue; thence southerly along SE Delaware Avenue to SE Peterson Drive; thence westerly along SE Peterson Drive to SE Trilein Drive; thence southerly along SE Trilein Drive to SE Magazine Road; thence westerly along SE Magazine Road to S Ankeny Boulevard; thence northerly along S Ankeny Boulevard to SW Ordinance Road; thence northwesterly along SW Ordinance Road to SW Railroad Drive; thence northwesterly along SW Railroad Drive to SW Walnut Street; thence northerly along SW Walnut Street to the High Trestle Trail; thence northwesterly along the High Trestle Trail to SW Cherry Street; thence northerly along SW Cherry Street to W 1st Street; thence easterly along W 1st Street to the intersection of S Ankeny Boulevard and E 1st Street; thence easterly along E 1st Street to the point of beginning.

2020 Census City of Ankeny Population – 3,435

3.21 PRECINCT NUMBER TWENTY (Town and Country)

Election Precinct Number Twenty is that part of the City and including a small unincorporated area, lying within the following described perimeter:

Beginning at the intersection of County Road NW 118th Avenue and County Road NE 6th Street; thence southerly along County Road NE 6th Street to the corporate limit line and NW Ash Drive; thence southerly along NW Ash Drive to NW 36th Street; thence westerly along NW 36th Street to NW State Street; thence southerly along NW State Street to NW 18th Street; thence westerly along NW 18th Street to NW Beechwood Street; thence northerly along NW Beechwood Street to NW Reinhart Drive; thence easterly along NW Reinhart Drive to NW Abilene Road; thence northerly along NW Abilene Road to NW 36th Street; thence westerly along NW 36th Street to NW Irvinedale Drive; thence northerly along NW Irvinedale Drive to NW 54th Street; thence easterly along NW 54th Street to County Road NW 118th Avenue; thence easterly along County Road NW 118th Avenue to the point of beginning.

2020 Census City of Ankeny Population – 3,077

2020 Census Unincorporated Population – 1

3.22 PRECINCT NUMBER TWENTY-ONE (Town and Country)

Election Precinct Number Twenty-One is that part of the City and including a small unincorporated area, lying within the following described perimeter:

Beginning at the intersection of S Ankeny Boulevard and SE Magazine Road; thence easterly along SE Magazine Road to SE Delaware Avenue and SE Magazine Road right-of-way; thence easterly along SE Magazine Road right-of-way to County Road NE 86th Avenue and the corporate limit line; thence clockwise along the corporate limit line to SE 17th Street; thence easterly along SE 17th Street to County Road NE Berwick Drive and the

corporate limit line; thence clockwise along the corporate limit line to the north edge of census block GEOID20 191530101021077; thence easterly along the north edge of census block GEOID20 191530101021077 to the north edge of census block GEOID20 191530101021057 and the corporate limit line; thence clockwise along the corporate limit line to the east edge of census block GEOID20 191530106011011; thence southerly along the east edge of census block GEOID20 191530106011011 to the Union Pacific Railroad; thence easterly along the Union Pacific Railroad to Fourmile Creek; thence southeasterly along Fourmile Creek to the corporate limit line; thence clockwise along the corporate limit line to the north edge of census block GEOID20 191530105004025; thence easterly along the north edge of census block GEOID20 191530105004025 to SE Delaware Avenue; thence northerly along SE Delaware Avenue to SE Corporate Woods Drive; thence westerly along SE Corporate Woods Drive to County Road NE 18th Street and the corporate limit line; thence clockwise along the corporate limit line to County Road NE 70th Avenue; thence westerly along County Road NE 70th Avenue to the corporate limit line; thence counter-clockwise along the corporate limit line to S Ankeny Boulevard; thence southerly on S Ankeny Boulevard to the north edge of census block GEOID20 191530102144012; thence clockwise along the edge of census block GEOID20 191530102144012 to County Road NE 14th Street and the corporate limit line; thence counter-clockwise along the corporate limit line to County road NE 19th Lane; thence northerly along County road NE 19th Lane to SE Rio Drive; thence northerly along SE Rio Drive to SE Oralabor Road; thence westerly along SE Oralabor Road to S Ankeny Boulevard; thence northerly along S Ankeny Boulevard to the point of beginning.

2020 Census City of Ankeny Population – 3146

2020 Census Unincorporated Population – 267

3.22 PRECINCT NUMBER TWENTY-TWO

Election Precinct Number Twenty-Two is that part of the City lying within the following described perimeter:

Beginning at the intersection of NW 36th Street and NW Abilene Road; thence southerly along NW Abilene Road to NW Reinhart Drive; thence westerly along NW Reinhart Drive to NW Beechwood Street; thence southerly along NW Beechwood Street to NW 18th Street; thence westerly along NW 18th Street to NW Greenwood Street; thence southerly along NW Greenwood Street to NW 5th Street; thence westerly along NW 5th Street to NW Irvinedale Drive; thence northerly along NW Irvinedale Drive to NW 18th Street; thence westerly along NW 18th Street to NW Weigel Drive; thence southerly along NW Weigel Drive to NW 5th Street; thence westerly along NW 5th Street to NW Jackson Drive; thence northerly along NW Jackson Drive to NW 8th Street; thence westerly along NW 8th Street to NW Polk City Drive; thence northwesterly along NW Polk City Drive to the corporate limit line; thence clockwise along the corporate limit line to NW Irvinedale Drive; thence southerly along NW Irvinedale Drive to NW 36th Street; thence easterly along NW 36th Street to the point of beginning.

2020 Census City of Ankeny Population – 3,151

3.23 POLLING PLACES.

Polling places shall be determined by the Polk County Elections Commissioner to best serve the needs of each precinct.

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 in affect following its final passage, approval and publication as provided by law for elections after January 15, 2022.

PASSED AND APPROVED this _____ day of _____, 2022.

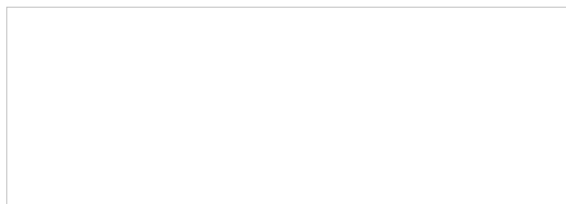
Mark Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

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

1st Reading: 12/20/21 (PHrg)
2nd Reading: 01/03/22
3rd Reading: _____



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd 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 second consideration of Ordinance 2092

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: <p>Consider motion to accept second consideration of ORDINANCE 2092.</p>

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

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 _____ day of _____, 2022.

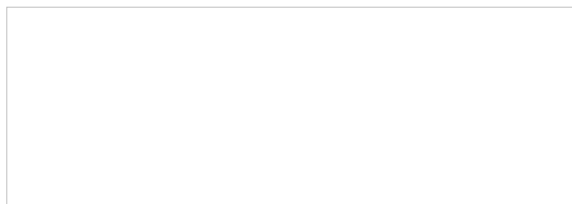
Mark Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

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

**1st Con 12/20/21
2nd Con 01/03/22
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st 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. (PH 2022-01)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Accept first 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 first consideration of ORDINANCE 2093.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Rezoning Exhibit

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 56 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

DEVELOPER:

STUBBS DEVELOPMENT
1236 34TH 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%

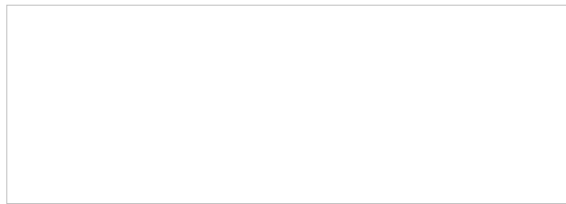
KOETHE PROPERTY
SW COR NE 102ND AVE (NE 18TH ST) & NE 38TH ST

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 3, 2022

5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st 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 (PH 2022-02)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2094 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2094.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Rezoning Exhibit

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

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.

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 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 120.06 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 North 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.

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 32 minutes 36 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 163.57 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 feet 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.

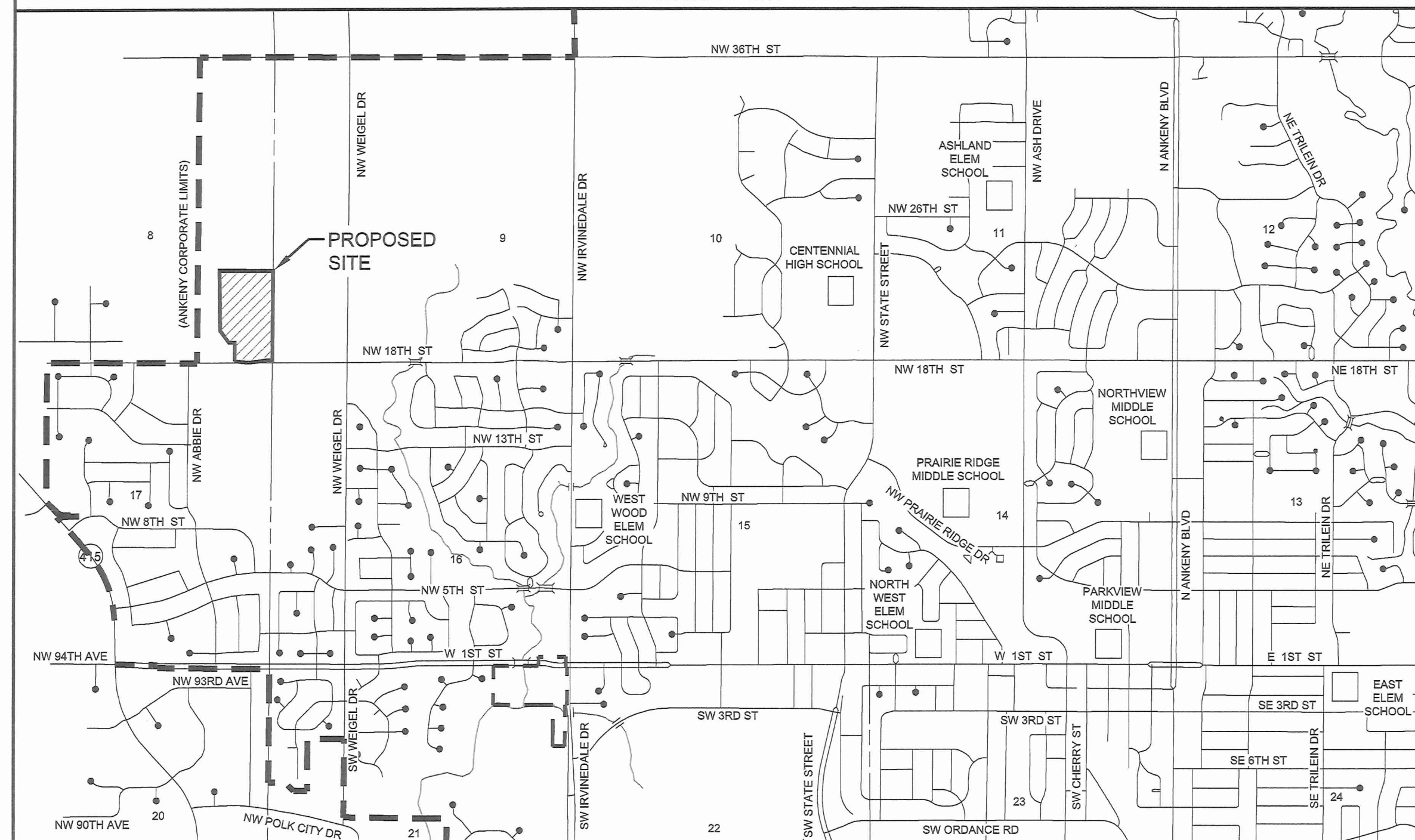
Dan & Beverly Jury
2110 NW 10th Street
Ankeny, Iowa 50023
Phone: (515) 964-7633

1. Land area : 30.94 acres
2. Existing Zoning : R-1 One-Family Residence District

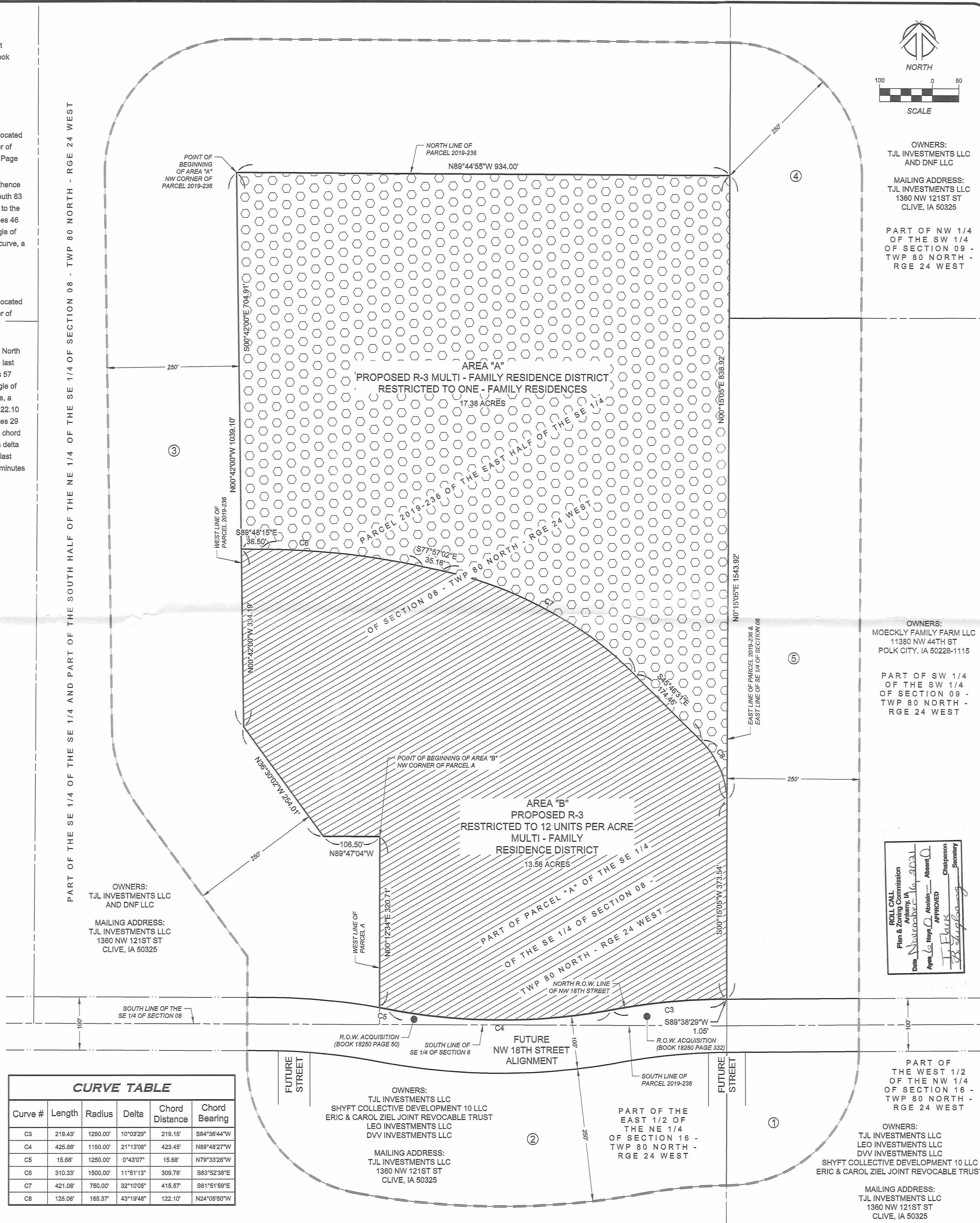
 Subject boundary line
 Section line
 Existing boundary line
 250' Zoning notification line
 AREA "A" - Proposed R-3
Multiple-Family Residence
District Restricted to
One-Family Residences
 AREA "B" - Proposed R-3
Restricted to 12 Units per acre
Multiple-Family Residence
District

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%	

SCALE: 1" = 2000'



<i>CURVE TABLE</i>					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C#	219.43"	1250.00'	10°03'29"	219.15'	S84°36'44"W
C4	425.88"	1150.00'	21°13'06"	423.45'	N89°48'52"W
C5	15.68"	1250.00'	0°43'07"	15.68'	N79°33'28"W
C6	310.33"	1500.00'	11°51'13"	308.78'	S83°52'38"E
C7	421.08"	750.00'	32°10'05"	415.57'	S61°51'59"E
C8	126.06"	165.37'	33°10'48"	122.10'	N24°05'50"W



NILLES ASSOCIATES
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone • (515) 965-3322 fax
Civil Engineering • Land Surveying
Landscape Architecture

REVISIONS:

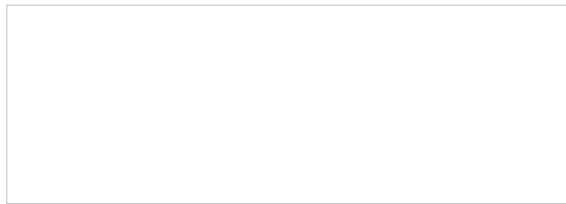
1)	7/23/2021	REVISIONS PER CITY OF ANKENY COMMENTS
2)		
3)	8/10/2021	REVISIONS PER CITY OF ANKENY COMMENTS
4)		
5)		
6)		
7)		

ANCE: MILLER ASSOCIATES, INC. WAIVES ANY LIABILITY FOR ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND ENGINEERING INTENT THEY CONVEY, OR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S DANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

N 08 - TWP 80 NORTH - RANGE 24 WEST
1 STREET ANKENY, POLK COUNTY, IOWA
REZONING MAP

PROJECT NAME: **PART OF SE 1/4**
RECEIVED
SEP 20 2021

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 3, 2022

5 : 30 PM

Gary Lorenz, Mayor

Mark Holm, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed SE Crosswinds Drive RISE - Phase 2 (PH 2022-03)

EXECUTIVE SUMMARY:

SE Crosswinds Drive RISE - Phase 2

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.

The construction improvements include approximately 10,462 SY of 9" PCC street pavement, 1,118 SY of 9" PCC pavement widening, 475 SY of 10" PCC pavement widening, 1,849 LF of 8" PVC sanitary sewer, 2,325 LF of 10" PVC C900 water main, 1,294 LF of 12" PVC C900 water main, 2,559 LF of RCP storm sewer, 29,416 CY of class 10 excavation, subgrade preparation, modified subbase, subdrain, and sidewalk ramps. Other associated improvements include traffic control, erosion control, surface

restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, November 30, 2021. Six (6) bids were received as follows:

- | | |
|-----------------------------------|----------------|
| 1. Sternquist Construction | \$2,500,025.00 |
| 2. Reilly Construction Co, INC | \$2,589,231.35 |
| 3. On Track Construction, LLC | \$2,619,000.00 |
| 4. Concrete Technologies, INC | \$2,643,669.80 |
| 5. Rognes Corporation | \$2,648,868.25 |
| 6. Absolute Concrete Construction | \$2,699,500.80 |

The Engineer's Estimate for the project was \$2,240,491.50. The bids were generally in a relatively tight grouping with bids being within 8% price range. The City reviewed the bid results both internally and with the project's engineering consultant. Sternquist Construction successfully completed Phase 1 of the project and has worked on many other successful projects in Ankeny and the metropolitan area over the past decades. It is recommended that the project be awarded to Sternquist Construction of Indianola, Iowa.

Pending project approval and award by the City Council, the contractor will shall commence any time after the written Notice to Proceed is issued, no later than April 18th, 2022, and they will have 120 Working Days to substantially complete the project.

FISCAL IMPACT: Yes

This project is being paid in full by the developers and RISE funds through the State of Iowa.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$2,240,491.50).
 2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the SE Crosswinds Drive RISE - Phase 2 project.
 3. Receive and file the report of bids received on November 30, 2021.
 4. Approve Resolution, making award of construction contract to Sternquist Construction of Indianola, Iowa.
 5. Approve Resolution, approving contract and bonds with Sternquist Construction in the amount of \$2,500,025.00.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 1, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as November 30, 2021 and setting the public hearing date as January 3, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** 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** making award of construction contract with Sternquist Construction in the amount of \$2,500,025.00; and 4) adopt **RESOLUTION** approving contract and bonds with Sternquist Construction in the amount of \$2,500,025.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE CROSSWINDS DRIVE RISE - PHASE 2", 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 SE CROSSWINDS DRIVE RISE - PHASE 2

WHEREAS, on the **1st** day of **November**, 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 SE Crosswinds Drive RISE - Phase 2; 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 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk

1-3.22

BID LETTING

10:30 A.M.

NOVEMBER 30, 2021

SE CROSSWINDS DRIVE RISE – PHASE 2

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Crosswinds Drive RISE – Phase 2 project in accordance with the Plans and Specifications prepared by Snyder & Associates, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 2,240,492

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (<u>1</u>) Acknowledged
1) ✓	<u>On Track Construction</u> <u>1316 6th Street</u> <u>Nevada IA 50201</u>	<u>2,619,000⁰⁰</u>	<u>✓</u>
2) ✓	<u>Reilly Construction</u> <u>PO Box 99</u> <u>Ossian IA 52161</u>	<u>2,589,231³⁵</u>	<u>✓</u>
3) ✓	<u>Rognes Corp</u> <u>720 SW Goodwin St</u> <u>Ankeny IA 50023</u>	<u>2,648,868²⁵</u>	<u>✓</u>
4) ✓	<u>Concrete Technologies</u> <u>1001 SE 37th St</u> <u>Grimes IA 50111</u>	<u>2,643,669⁸⁰</u>	<u>✓</u>
5) ✓	<u>Absolute Concrete</u> <u>PO Box 148</u> <u>Slater IA 50244</u>	<u>2,699,500⁸⁰</u>	<u>✓</u>
* 6) ✓	<u>Sternquist</u> <u>1110 N 14th St</u> <u>Indianola IA 50125</u>	<u>2,500,025⁰⁰</u>	<u>✓</u>

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (____) 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 3, 2022 at 5:30 P.M.

ATTEST:


Denise L. Hoy, City Clerk


Don Clark, Municipal Utilities Director

TABULATION OF BIDS

SE Crosswinds Drive RISE Phase 2

City of Ankeny

Project No.: 119.0290.01

Bid Date/Time: November 30, 2021 at 10:30 AM

						ENGINEER'S ESTIMATE		1 STERNQUIST CONSTRUCTION INDIANOLA, IA		2 REILLY CONSTRUCTION CO INC OSSIAN, IA		3 ON TRACK CONSTRUCTION LLC NEVADA, IA		4 CONCRETE TECHNOLOGIES INC GRIMES, IA		5 ROGNES CORP ANKENY, IA		6 ABSOLUTE CONCRETE CONST INC., SLATER, IA	
ITEM	DESCRIPTION	UNIT	DIV 1 QUANTITY (ELIGIBLE)	DIV 2 QUANTITY (INELIGIBLE)	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK																		
2.1	Clearing and Grubbing	LS	1		1	\$ 2,500.00	\$ 2,500.00	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 5,555.00	\$ 5,555.00	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
2.2	Topsoil, On-site, 6 Inch Depth, Strip and Place	CY	4862		4862	\$ 9.00	\$ 43,758.00	\$ 10.00	\$ 48,620.00	\$ 8.00	\$ 38,896.00	\$ 5.00	\$ 24,310.00	\$ 16.50	\$ 80,223.00	\$ 5.00	\$ 24,310.00	\$ 9.50	\$ 46,189.00
2.3	Topsoil, On-Site, 6 Inch Depth, Strip and Stockpile	CY	741		741	\$ 2.00	\$ 1,482.00	\$ 10.50	\$ 7,780.50	\$ 6.50	\$ 4,816.50	\$ 4.00	\$ 2,964.00	\$ 1.95	\$ 1,444.95	\$ 3.75	\$ 2,778.75	\$ 10.00	\$ 7,410.00
2.4	Excavation, Class 10	CY	29416		29416	\$ 4.00	\$ 117,664.00	\$ 2.75	\$ 80,894.00	\$ 6.50	\$ 191,204.00	\$ 5.00	\$ 147,080.00	\$ 3.05	\$ 89,718.80	\$ 4.70	\$ 138,255.20	\$ 2.50	\$ 73,540.00
2.5	Below Grade Excavation (Core Out)	CY	460		460	\$ 6.00	\$ 2,760.00	\$ 67.00	\$ 30,820.00	\$ 13.00	\$ 5,980.00	\$ 10.00	\$ 4,600.00	\$ 4.10	\$ 1,886.00	\$ 8.00	\$ 3,680.00	\$ 65.00	\$ 29,900.00
2.6	Subgrade Preparation, 12 Inch Depth	SY	13656		13656	\$ 3.00	\$ 40,968.00	\$ 3.25	\$ 44,382.00	\$ 1.50	\$ 20,484.00	\$ 3.00	\$ 40,968.00	\$ 3.55	\$ 48,478.80	\$ 2.75	\$ 37,554.00	\$ 3.00	\$ 40,968.00
2.7	Subbase, Modified, 6 Inch Depth	SY	13656		13656	\$ 8.00	\$ 109,248.00	\$ 11.00	\$ 150,216.00	\$ 8.25	\$ 112,662.00	\$ 10.00	\$ 136,560.00	\$ 10.35	\$ 141,339.60	\$ 10.25	\$ 139,974.00	\$ 10.50	\$ 143,388.00
2.8	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,535.00	\$ 3,535.00	\$ 5,995.00	\$ 5,995.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00
2.9	Granular Shoulder, Type A, 9 Inch Depth	TN	265		265	\$ 35.00	\$ 9,275.00	\$ 51.50	\$ 13,647.50	\$ 45.00	\$ 11,925.00	\$ 46.00	\$ 12,190.00	\$ 36.25	\$ 9,606.25	\$ 45.75	\$ 12,123.75	\$ 50.00	\$ 13,250.00
	TRENCH AND TRENCHLESS CONSTRUCTION																		
3.1	Trench Compaction Testing	LS	0.3	0.7	1	\$ 8,500.00	\$ 8,500.00	\$ 10,900.00	\$ 10,900.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,875.00	\$ 10,875.00	\$ 9,500.00	\$ 9,500.00	\$ 10,500.00	\$ 10,500.00
	SEWERS AND DRAINS																		
4.1	Sanitary Sewer Gravity Main, PVC, Trenched, 8 Inch	LF		1849	1849	\$ 60.00	\$ 110,940.00	\$ 58.75	\$ 108,628.75	\$ 90.00	\$ 166,410.00	\$ 92.00	\$ 170,108.00	\$ 59.00	\$ 109,091.00	\$ 95.00	\$ 175,655.00	\$ 57.00	\$ 105,393.00
4.2	Sanitary Sewer Service Stub, PVC, 6 Inch	LF		78	78	\$ 42.00	\$ 3,276.00	\$ 51.50	\$ 4,017.00	\$ 90.00	\$ 7,020.00	\$ 98.00	\$ 7,644.00	\$ 51.75	\$ 4,036.50	\$ 76.00	\$ 5,928.00	\$ 50.00	\$ 3,900.00
4.3	Storm Sewer, RCP CI III, 12 Inch	LF	9		9	\$ 100.00	\$ 900.00	\$ 190.50	\$ 1,714.50	\$ 175.00	\$ 1,575.00	\$ 258.00	\$ 2,322.00	\$ 191.50	\$ 1,723.50	\$ 90.00	\$ 810.00	\$ 185.00	\$ 1,665.00
4.4	Storm Sewer, RCP CI III, 15 Inch	LF	809		809	\$ 50.00	\$ 40,450.00	\$ 52.50	\$ 42,472.50	\$ 65.00	\$ 52,585.00	\$ 66.00	\$ 53,394.00	\$ 52.75	\$ 42,674.75	\$ 80.00	\$ 64,720.00	\$ 51.00	\$ 41,259.00
4.5	Storm Sewer, RCP CI III, 18 Inch	LF	64		64	\$ 70.00	\$ 4,480.00	\$ 54.50	\$ 3,488.00	\$ 70.00	\$ 4,480.00	\$ 79.00	\$ 5,056.00	\$ 54.90	\$ 3,513.60	\$ 84.00	\$ 5,376.00	\$ 53.00	\$ 3,392.00
4.6	Storm Sewer, RCP CI III, 24 Inch	LF	1132		1132	\$ 70.00	\$ 79,240.00	\$ 70.00	\$ 79,240.00	\$ 85.00	\$ 96,220.00	\$ 83.00	\$ 93,956.00	\$ 70.40	\$ 79,692.80	\$ 97.00	\$ 109,804.00	\$ 68.00	\$ 76,976.00
4.7	Storm Sewer, RCP CI III, 30 Inch	LF	378		378	\$ 85.00	\$ 32,130.00	\$ 97.00	\$ 36,666.00	\$ 100.00	\$ 37,800.00	\$ 102.00	\$ 38,556.00	\$ 97.25	\$ 36,760.50	\$ 110.00	\$ 41,580.00	\$ 94.00	\$ 35,532.00
4.8	Storm Sewer, RCP CI III, 36 Inch	LF	167		167	\$ 95.00	\$ 15,865.00	\$ 126.75	\$ 21,167.25	\$ 135.00	\$ 22,545.00	\$ 157.00	\$ 26,219.00	\$ 127.50	\$ 21,292.50	\$ 130.00	\$ 21,710.00	\$ 123.00	\$ 20,541.00
4.9	Pipe Culvert, Trenched, Concrete, 24 In	LF	9		9	\$ 110.00	\$ 990.00	\$ 443.00	\$ 3,987.00	\$ 400.00	\$ 3,600.00	\$ 160.00	\$ 1,440.00	\$ 445.00	\$ 4,005.00	\$ 90.00	\$ 810.00	\$ 430.00	\$ 3,870.00
4.10	Pipe Aprons with Footing and Guard, 18 Inch	EA	1		1	\$ 1,800.00	\$ 1,800.00	\$ 2,600.00	\$ 2,600.00	\$ 2,900.00	\$ 2,900.00	\$ 2,800.00	\$ 2,800.00	\$ 2,585.00	\$ 2,585.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00
4.11	Pipe Aprons with Footing and Guard, 24 Inch	EA	3		3	\$ 2,200.00	\$ 6,600.00	\$ 3,200.00	\$ 9,600.00	\$ 3,500.00	\$ 10,500.00	\$ 3,325.00	\$ 9,975.00	\$ 3,210.00	\$ 9,630.00	\$ 4,300.00	\$ 12,900.00	\$ 3,100.00	\$ 9,300.00
4.12	Pipe Aprons with Footing and Guard, 36 Inch	EA	1		1	\$ 3,000.00	\$ 3,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,500.00	\$ 4,500.00	\$ 4,885.00	\$ 4,885.00	\$ 4,655.00	\$ 4,655.00	\$ 5,800.00	\$ 5,800.00	\$ 4,500.00	\$ 4,500.00
4.13	Removal of Pipe Apron, CMP, 24 In Dia	EA	2		2	\$ 550.00	\$ 1,100.00	\$ 257.50	\$ 515.00	\$ 150.00	\$ 300.00	\$ 125.00	\$ 250.00	\$ 259.00	\$ 518.00	\$ 2,200.00	\$ 4,400.00	\$ 250.00	\$ 500.00
4.14	Removal of Pipe Apron, Concrete, 24 In Dia	EA	1		1	\$ 550.00	\$ 550.00	\$ 515.00	\$ 515.00	\$ 150.00	\$ 150.00	\$ 225.00	\$ 225.00	\$ 517.50	\$ 517.50	\$ 1,600.00	\$ 1,600.00	\$ 500.00	\$ 500.00
4.15	Subdrain, Type C-1, 6 Inch Dia	LF	4593		4593	\$ 12.00	\$ 55,116.00	\$ 16.50	\$ 75,784.50	\$ 18.00	\$ 82,674.00	\$ 20.00	\$ 91,860.00	\$ 16.60	\$ 76,243.80	\$ 11.25	\$ 51,671.25	\$ 16.00	\$ 73,488.00
4.16	Subdrain Cleanouts, Type A-1, DR-305	EA	3		3	\$ 750.00	\$ 2,250.00	\$ 463.50	\$ 1,390.50	\$ 550.00	\$ 1,650.00	\$ 780.00	\$ 2,340.00	\$ 465.00	\$ 1,395.00	\$ 425.00	\$ 1,275.00	\$ 450.00	\$ 1,350.00
4.17	Subdrain Connections and Outlets, 6 Inch Dia, DR-303	EA	39		39	\$ 350.00	\$ 13,650.00	\$ 412.00	\$ 16,068.00	\$ 200.00	\$ 7,800.00	\$ 375.00	\$ 14,625.00	\$ 415.00	\$ 16,185.00	\$ 325.00	\$ 12,675.00	\$ 400.00	\$ 15,600.00
4.18	Removal of Subdrain	LF	315		315	\$ 10.00	\$ 3,150.00	\$ 5.25	\$ 1,653.75	\$ 12.00	\$ 3,780.00	\$ 12.00	\$ 3,780.00	\$ 5.20	\$ 1,638.00	\$ 5.00	\$ 1,575.00	\$ 5.00	\$ 1,575.00
	WATER MAIN AND APPURTENANCES																		
5.1	Water Main, Trenched, PVC C900, 10 Inch	LF		2409	2409	\$ 48.00	\$ 115,632.00	\$ 56.75	\$ 136,710.75	\$ 65.00	\$ 156,585.00	\$ 61.00	\$ 146,949.00	\$ 57.00	\$ 137,313.00	\$ 66.00	\$ 158,994.00	\$ 55.00	\$ 132,495.00
5.2	Water Main, Trenched, PVC C900, 12 Inch	LF		1294	1294	\$ 60.00	\$ 77,640.00	\$ 72.25	\$ 93,491.50	\$ 80.00	\$ 103,520.00	\$ 75.00	\$ 97,050.00	\$ 72.50	\$ 93,815.00	\$ 83.00	\$ 107,402.00	\$ 70.00	\$ 90,580.00
5.3	Fitting, Reducer, 10" x 6"	EA	1		1	\$ 720.00	\$ 720.00	\$ 645.00	\$ 645.00	\$ 525.00	\$ 525.00	\$ 1,185.00	\$ 1,185.00	\$ 645.00	\$ 645.00	\$ 800.00	\$ 800.00	\$ 625.00	\$ 625.00
5.4	Fitting, Reducer, 12" x 6"	EA	1		1	\$ 960.00	\$ 960.00	\$ 725.00	\$ 725.00	\$ 575.00	\$ 575.00	\$ 1,225.00	\$ 1,225.00	\$ 725.00	\$ 725.00	\$ 875.00			

TABULATION OF BIDS

SE Crosswinds Drive RISE Phase 2

City of Ankeny

Project No.: 119.0290.01

Bid Date/Time: November 30, 2021 at 10:30 AM

						ENGINEER'S ESTIMATE		1 STERNQUIST CONSTRUCTION INDIANOLA, IA		2 REILLY CONSTRUCTION CO INC OSSIAN, IA		3 ON TRACK CONSTRUCTION LLC NEVADA, IA		4 CONCRETE TECHNOLOGIES INC GRIMES, IA		5 ROGNES CORP ANKENY, IA		6 ABSOLUTE CONCRETE CONST INC., SLATER, IA	
ITEM	DESCRIPTION	UNIT	DIV 1 QUANTITY (ELIGIBLE)	DIV 2 QUANTITY (INELIGIBLE)	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	TRAFFIC CONTROL																		
8.1	Pavement Markings, Durable	STA	144.6		144.6	\$ 130.00	\$ 18,798.00	\$ 105.00	\$ 15,183.00	\$ 102.00	\$ 14,749.20	\$ 100.00	\$ 14,460.00	\$ 98.50	\$ 14,243.10	\$ 95.00	\$ 13,737.00	\$ 95.00	\$ 13,737.00
8.2	Wet Retroreflective Removable Tape Markings	STA	75.2		75.2	\$ 130.00	\$ 9,776.00	\$ 125.00	\$ 9,400.00	\$ 122.00	\$ 9,174.40	\$ 120.00	\$ 9,024.00	\$ 227.00	\$ 17,070.40	\$ 219.00	\$ 16,468.80	\$ 219.00	\$ 16,468.80
8.3	Painted Symbols and Legends, Durable	EA	18		18	\$ 156.00	\$ 2,808.00	\$ 390.00	\$ 7,020.00	\$ 380.00	\$ 6,840.00	\$ 380.00	\$ 6,840.00	\$ 155.00	\$ 2,790.00	\$ 150.00	\$ 2,700.00	\$ 150.00	\$ 2,700.00
8.4	Pavement Markings, Removed	STA	32		32	\$ 265.00	\$ 8,480.00	\$ 62.00	\$ 1,984.00	\$ 61.00	\$ 1,952.00	\$ 60.00	\$ 1,920.00	\$ 78.00	\$ 2,496.00	\$ 75.00	\$ 2,400.00	\$ 75.00	\$ 2,400.00
8.5	Grooves Cut for Pavement Markings	STA	123		123	\$ 50.00	\$ 6,150.00	\$ 78.00	\$ 9,594.00	\$ 76.00	\$ 9,348.00	\$ 76.00	\$ 9,348.00	\$ 46.50	\$ 5,719.50	\$ 45.00	\$ 5,535.00	\$ 45.00	\$ 5,535.00
8.6	Grooves Cut for Symbols and Legends	EA	18		18	\$ 150.00	\$ 2,700.00	\$ 180.50	\$ 3,249.00	\$ 178.00	\$ 3,204.00	\$ 177.00	\$ 3,186.00	\$ 103.50	\$ 1,863.00	\$ 100.00	\$ 1,800.00	\$ 100.00	\$ 1,800.00
8.7	Temporary Traffic Control	LS	1		1	\$ 8,000.00	\$ 8,000.00	\$ 19,000.00	\$ 19,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,385.00	\$ 18,385.00	\$ 20,600.00	\$ 20,600.00	\$ 19,900.00	\$ 19,900.00	\$ 25,000.00	\$ 25,000.00
8.8	Traffic Signing	LS	1		1	\$ 6,000.00	\$ 6,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,050.00	\$ 4,050.00	\$ 4,000.00	\$ 4,000.00	\$ 4,970.00	\$ 4,970.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
8.9	Flaggers	CDAY	20		20	\$ 450.00	\$ 9,000.00	\$ 600.00	\$ 12,000.00	\$ 450.00	\$ 9,000.00	\$ 760.00	\$ 15,200.00	\$ 525.00	\$ 10,500.00	\$ 1,000.00	\$ 20,000.00	\$ 650.00	\$ 13,000.00
8.10	Temporary Concrete Barrier Rail	LF	2168		2168	\$ 28.00	\$ 60,704.00	\$ 14.25	\$ 30,894.00	\$ 14.00	\$ 30,352.00	\$ 14.00	\$ 30,352.00	\$ 12.50	\$ 27,100.00	\$ 12.00	\$ 26,016.00	\$ 12.00	\$ 26,016.00
8.11	Portable Dynamic Message Signs	CDAY	15		15	\$ 200.00	\$ 3,000.00	\$ 185.00	\$ 2,775.00	\$ 178.00	\$ 2,670.00	\$ 180.00	\$ 2,700.00	\$ 155.00	\$ 2,325.00	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00
8.12	Safety Edging	LF	260		260	\$ 35.00	\$ 9,100.00	\$ 51.00	\$ 13,260.00	\$ 5.75	\$ 1,495.00	\$ 10.00	\$ 2,600.00	\$ 16.75	\$ 4,355.00	\$ 10.00	\$ 2,600.00	\$ 100.00	\$ 26,000.00
	SITE WORK AND LANDSCAPING																		
9.1	Conventional Seeding and Fertilizing, Permanent, Type 1	AC	13.2		13.2	\$ 1,500.00	\$ 19,800.00	\$ 1,700.00	\$ 22,440.00	\$ 2,250.00	\$ 29,700.00	\$ 1,700.00	\$ 22,440.00	\$ 2,285.00	\$ 30,162.00	\$ 1,650.00	\$ 21,780.00	\$ 2,700.00	\$ 35,640.00
9.2	Seeding and Fertilizing, Hydraulic, Temporary, Type 5	AC	13.2		13.2	\$ 2,800.00	\$ 36,960.00	\$ 1,550.00	\$ 20,460.00	\$ 2,550.00	\$ 33,660.00	\$ 1,515.00	\$ 19,998.00	\$ 2,600.00	\$ 34,320.00	\$ 1,500.00	\$ 19,800.00	\$ 750.00	\$ 9,900.00
9.3	Hydromulching, Bonded Fiber Matrix	AC	29.8		29.8	\$ 2,700.00	\$ 80,460.00	\$ 2,900.00	\$ 86,420.00	\$ 2,050.00	\$ 61,090.00	\$ 2,830.00	\$ 84,334.00	\$ 2,090.00	\$ 62,282.00	\$ 2,800.00	\$ 83,440.00	\$ 3,000.00	\$ 89,400.00
9.4	Filter Socks, 12 Inch, Installation	LF	4010		4010	\$ 2.30	\$ 9,223.00	\$ 3.00	\$ 12,030.00	\$ 2.80	\$ 11,228.00	\$ 2.50	\$ 10,025.00	\$ 2.85	\$ 11,428.50	\$ 2.50	\$ 10,025.00	\$ 3.50	\$ 14,035.00
9.5	Filter Socks, 12 Inch, Removal	LF	4010		4010	\$ 0.30	\$ 1,203.00	\$ 0.25	\$ 1,002.50	\$ 0.50	\$ 2,005.00	\$ 0.10	\$ 401.00	\$ 0.55	\$ 2,205.50	\$ 0.10	\$ 401.00	\$ 0.40	\$ 1,604.00
9.6	Temporary RECP, Type 2.C	SQ	203		203	\$ 13.00	\$ 2,639.00	\$ 22.00	\$ 4,466.00	\$ 10.25	\$ 2,080.75	\$ 21.00	\$ 4,263.00	\$ 10.50	\$ 2,131.50	\$ 21.00	\$ 4,263.00	\$ 4.00	\$ 812.00
9.7	Check Dam, Rock	TON	50		50	\$ 50.00	\$ 2,500.00	\$ 90.00	\$ 4,500.00	\$ 65.00	\$ 3,250.00	\$ 97.00	\$ 4,850.00	\$ 67.25	\$ 3,362.50	\$ 65.00	\$ 3,250.00	\$ 85.00	\$ 4,250.00
9.8	Rip Rap, Class E	TON	175		175	\$ 66.00	\$ 11,550.00	\$ 90.00	\$ 15,750.00	\$ 65.00	\$ 11,375.00	\$ 111.00	\$ 19,425.00	\$ 88.00	\$ 15,400.00	\$ 72.00	\$ 12,600.00	\$ 85.00	\$ 14,875.00
9.9	Silt Fence, Installation	LF	1406		1406	\$ 1.70	\$ 2,390.20	\$ 1.75	\$ 2,460.50	\$ 2.05	\$ 2,882.30	\$ 1.50	\$ 2,109.00	\$ 2.10	\$ 2,952.60	\$ 1.50	\$ 2,109.00	\$ 1.75	\$ 2,460.50
9.10	Silt Fence Ditch Check, Installation	LF	444		444	\$ 1.70	\$ 754.80	\$ 1.75	\$ 777.00	\$ 2.55	\$ 1,132.20	\$ 1.50	\$ 666.00	\$ 2.75	\$ 1,221.00	\$ 1.50	\$ 666.00	\$ 1.75	\$ 777.00
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	3700		3700	\$ 0.15	\$ 555.00	\$ 0.50	\$ 1,850.00	\$ 0.50	\$ 1,850.00	\$ 0.50	\$ 1,850.00	\$ 0.55	\$ 2,035.00	\$ 0.50	\$ 1,850.00	\$ 0.05	\$ 185.00
9.12	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	1850		1850	\$ 0.15	\$ 277.50	\$ 0.10	\$ 185.00	\$ 0.50	\$ 925.00	\$ 0.10	\$ 185.00	\$ 0.55	\$ 1,017.50	\$ 0.05	\$ 92.50	\$ 0.05	\$ 92.50
9.13	Stabilized Construction Entrance	SY	106		106	\$ 20.00	\$ 2,120.00	\$ 81.50	\$ 8,639.00	\$ 45.00	\$ 4,770.00	\$ 56.00	\$ 5,936.00	\$ 33.25	\$ 3,524.50	\$ 55.00	\$ 5,830.00	\$ 79.00	\$ 8,374.00
9.14	Inlet Protection Device, Drop In, Grate Intake	EA	37		37	\$ 350.00	\$ 12,950.00	\$ 129.00	\$ 4,773.00	\$ 95.00	\$ 3,515.00	\$ 126.00	\$ 4,662.00	\$ 101.00	\$ 3,737.00	\$ 125.00	\$ 4,625.00	\$ 190.00	\$ 7,030.00
9.15	Inlet Protection Device, Maintenance	EA	37		37	\$ 30.00	\$ 1,110.00	\$ 26.00	\$ 962.00	\$ 15.00	\$ 555.00	\$ 25.00	\$ 925.00	\$ 16.75	\$ 619.75	\$ 25.00	\$ 925.00	\$ 40.00	\$ 1,480.00
	MISCELLANEOUS																		
11.1	Mobilization	LS	0.8	0.2	1	\$ 60,000.00	\$ 60,000.00	\$ 87,000.00	\$ 87,000.00	\$ 50,000.00	\$ 50,000.00	\$ 105,799.00	\$ 105,799.00	\$ 89,000.00	\$ 89,000.00	\$ 55,000.00	\$ 55,000.00	\$ 150,000.00	\$ 150,000.00
11.2	Concrete Washout, Roll-off Container	LS	1		1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,555.00	\$ 5,555.00	\$ 6,125.00	\$ 6,125.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
TOTAL BID:						\$ 2,240,491.50		\$ 2,500,025.00		\$ 2,589,231.35		\$ 2,619,000.00		\$ 2,643,669.80		\$ 2,648,868.25		\$ 2,699,500.80	
BID SECURITY:								10%		10%		10%		10%		10%		10%	
ADDENDUM No. 1								YES		YES		YES		YES		YES		YES	
TSB Worksheet Included:								YES		YES		YES		YES		NO		YES	
TSB Usage:								\$0		\$0		\$0		\$9,962.60		Not Available		\$9,962.60	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE CROSSWINDS DRIVE RISE - PHASE 2", 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 CROSSWINDS DRIVE RISE -
PHASE 2

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 Crosswinds Drive RISE - Phase 2, described in the plans and specifications heretofore adopted by this Council on January 3, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sternquist Construction of Indianola, Iowa

Amount of bid: \$2,500,025.00

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 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE CROSSWINDS DRIVE RISE - PHASE 2", 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 CROSSWINDS DRIVE RISE - PHASE
2

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 Crosswinds Drive RISE - Phase 2, 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: **Sternquist Construction** of **Indianola, Iowa**

Amount of bid: **\$2,500,025.00**

Bond surety: _____

Date of bond: _____

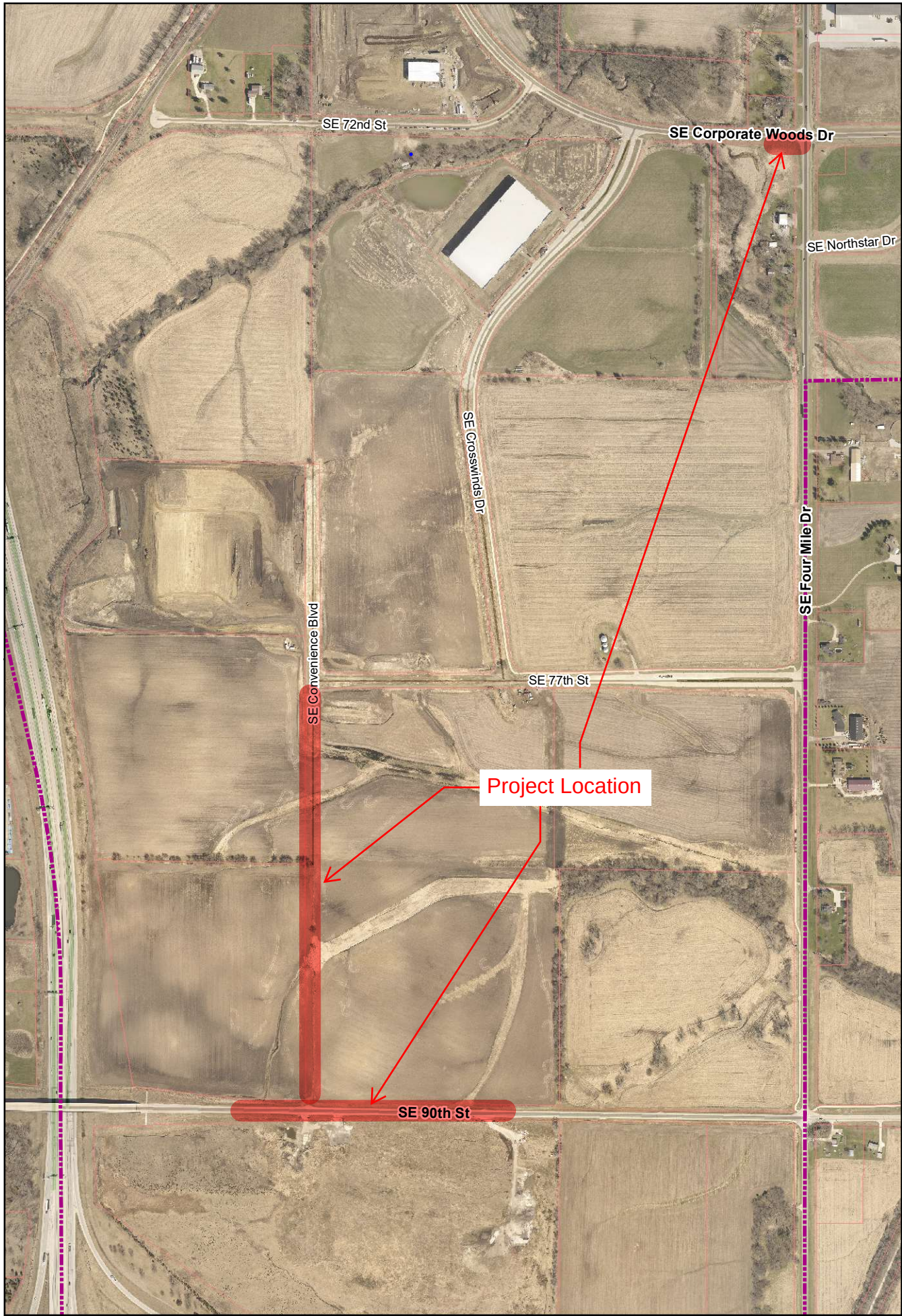
Portion of project: **All construction work**

PASSED AND APPROVED this 3rd day of January, 2022.

Mayor

ATTEST:

City Clerk



2022 - SE Crosswinds RISE - Phase 2
Map is for Locational Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny City Hall** this 3rd 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 Sternquist Construction, 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 CROSSWINDS DRIVE RISE – PHASE 2

The SE Crosswinds Drive RISE – Phase 2 project includes construction of PCC pavement, related storm sewer, sanitary sewer, water main extension, subdrain, earthwork, ditching, and SWPP 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.

The construction improvements include approximately 10,462 SY of 9" PCC pavement, 1,118 SY of 9" PCC pavement widening, 475 SY of 10" PCC pavement widening, 1,849 LF of 8" PVC sanitary sewer, 2,325 LF of 10" PVC C900 water main, 1,294 LF of 12" PVC C900 water main, 2,559 LF of RCP storm sewer, 29,416 CY of Class 10 excavation, subgrade preparation, modified subbase, subdrain and construction of sidewalk ramps. Other associated improvements include traffic control, erosion control, 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 TWO MILLION FIVE HUNDRED THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$2,500,025.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to substantially complete the project as described in the Notice to Bidders and Notice of Public Hearing as follows:

Work Area A: SE Corporate Woods Right Turn Lane – Contractor shall substantially complete SE Corporate Woods Drive Right Turn Lane – from the start of work impacting traffic to completion of paving operations within **thirty-five (35) working days**. Substantially complete shall be defined as all utility, grading, and pavement construction being completed, with the new streets, grading, and pavement markings, being fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

Work Area B: SE 90th Widening and Left Turn Lane: Contractor shall substantially complete SE 90th Street – from the start of work impacting traffic to completion of paving operations within **fifty (50) working days**. Substantially complete shall be defined as all utility, grading, and pavement construction being completed, with the new streets, grading, and pavement markings, being fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

General: The Contractor shall fully complete the project within **one hundred twenty (120) working days** after the project has been substantially completed for both stages. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

CONTRACTOR:

Sterquist Construction
Contractor

By:  _____

Signature



Title

1110 N 14th Street

Street Address

Indianola, IA 50125

City, State, Zip Code

515-961-8127

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 4 6 - 7 1 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)
Polk) SS
County)

On this 29th day of December, 20 21, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dr. H. Stenquist and _____, to me known, who, being by me duly sworn, did say that they are the 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 Dr. H. Stenquist and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Dr. H. Stenquist

Kathy Dozler
Notary Public in and for the State of IOWA
My commission expires August 22, 20 22



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____

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	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
2	EARTHWORK						
2.01	Clearing and Grubbing	LS	1		1	\$ 5,700.00	\$ 5,700.00
2.02	Topsoil, On-site, 6 Inch Depth, Strip and Place	CY	4862		4862	\$ 10.00	\$ 48,620.00
2.03	Topsoil, On-Site, 6 Inch Depth, Strip and Stockpile	CY	741		741	\$ 10.50	\$ 7,780.50
2.04	Excavation, Class 10	CY	29416		29416	\$ 2.75	\$ 80,894.00
2.05	Below Grade Excavation (Core Out)	CY	460		460	\$ 67.00	\$ 30,820.00
2.06	Subgrade Preparation, 12 Inch Depth	SY	13656		13656	\$ 3.25	\$ 44,382.00
2.07	Subbase, Modified, 6 Inch Depth	SY	13656		13656	\$ 11.00	\$ 150,216.00
2.08	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00
2.09	Granular Shoulder, Type A, 9 Inch Depth	TN	265		265	\$ 51.50	\$ 13,647.50
	TRENCH EXCAVATION & BACKFILL						
3.01	Trench Compaction Testing	LS	0.3	0.7	1	\$ 10,900.00	\$ 10,900.00
	SEWERS & DRAINS						
4.01	Sanitary Sewer Gravity Main, PVC, Trenched, 8 Inch	LF		1849	1849	\$ 58.75	\$ 108,628.75
4.02	Sanitary Sewer Service Stub, PVC, 6 Inch	LF		78	78	\$ 51.50	\$ 4,017.00
4.03	Storm Sewer, RCP CI III, 12 Inch	LF	9		9	\$ 190.50	\$ 1,714.50
4.04	Storm Sewer, RCP CI III, 15 Inch	LF	809		809	\$ 52.50	\$ 42,472.50
4.05	Storm Sewer, RCP CI III, 18 Inch	LF	64		64	\$ 54.50	\$ 3,488.00
4.06	Storm Sewer, RCP CI III, 24 Inch	LF	1132		1132	\$ 70.00	\$ 79,240.00
4.07	Storm Sewer, RCP CI III, 30 Inch	LF	378		378	\$ 97.00	\$ 36,666.00
4.08	Storm Sewer, RCP CI III, 36 Inch	LF	167		167	\$ 126.75	\$ 21,167.25
4.09	Pipe Culvert, Trenched, Concrete, 24 In	LF	9		9	\$ 443.00	\$ 3,987.00
4.10	Pipe Aprons with Footing and Guard, 18 Inch	EA	1		1	\$ 2,600.00	\$ 2,600.00

ITEM NO.	ITEM	UNIT	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
4.11	Pipe Aprons with Footing and Guard, 24 Inch	EA	3		3	\$ 3,200.00	\$ 9,600.00
4.12	Pipe Aprons with Footing and Guard, 36 Inch	EA	1		1	\$ 4,700.00	\$ 4,700.00
4.13	Removal of Pipe Apron, CMP, 24 In Dia	EA	2		2	\$ 257.50	\$ 515.00
4.14	Removal of Pipe Apron, Concrete, 24 In Dia	EA	1		1	\$ 515.00	\$ 515.00
4.15	Subdrain, Type C-1, 6 Inch Dia	LF	4593		4593	\$ 16.50	\$ 75,784.50
4.16	Subdrain Cleanouts, Type A-1, DR-305	EA	3		3	\$ 463.50	\$ 1,390.50
4.17	Subdrain Connections and Outlets, 6 Inch Dia, DR-303	EA	39		39	\$ 412.00	\$ 16,068.00
4.18	Removal of Subdrain	LF	315		315	\$ 5.25	\$ 1,653.75
	WATER MAINS & APPURTENANCES						
5.01	Water Main, Trenched, PVC C900, 10 Inch	LF		2409	2409	\$ 56.75	\$ 136,710.75
5.02	Water Main, Trenched, PVC C900, 12 Inch	LF		1294	1294	\$ 72.25	\$ 93,491.50
5.03	Fitting, Reducer, 10" x 6"	EA		1	1	\$ 645.00	\$ 645.00
5.04	Fitting, Reducer, 12" x 6"	EA		1	1	\$ 725.00	\$ 725.00
5.05	Fitting, Reducer, 12" x 10"	EA		1	1	\$ 955.00	\$ 955.00
5.06	Fitting, Tee, 10"x10"	EA		2	2	\$ 1,725.25	\$ 3,450.50
5.07	Fitting, Tee, 12"x12"x10"	EA		1	1	\$ 2,060.00	\$ 2,060.00
5.08	Valve, Gate, 10 Inch	EA		5	5	\$ 3,090.00	\$ 15,450.00
5.09	Valve, Gate, 12 Inch	EA		2	2	\$ 3,710.00	\$ 7,420.00
5.10	Fire Hydrant Assembly	EA		8	8	\$ 6,910.00	\$ 55,280.00
5.11	Flushing Device, Hydrant	EA		2	2	\$ 4,635.00	\$ 9,270.00
5.12	Flushing Device, 2 Inch Dia	EA		2	2	\$ 1,030.00	\$ 2,060.00
5.13	Hydrant Assembly or Flushing Device Removal	EA		1	1	\$ 618.00	\$ 618.00
5.14	Water Main Connection	EA		1	1	\$ 2,060.00	\$ 2,060.00
5.15	Reconstruct Valve Box	EA		1	1	\$ 1,236.00	\$ 1,236.00
	STRUCTURES FOR SANITARY & STORM SEWERS						
6.01	Manhole, SW-301, 48 Inch	EA		6	6	\$ 4,635.00	\$ 27,810.00
6.02	Intake, SW-501	EA	1		1	\$ 3,399.00	\$ 3,399.00
6.03	Intake, SW-505	EA	9		9	\$ 4,532.00	\$ 40,788.00

ITEM NO.	ITEM	UNIT	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
6.04	Intake, SW-506	EA	9		9	\$ 7,416.00	\$ 66,744.00
6.05	Remove Sanitary Sewer Cleanout	EA		1	1	\$ 1,236.00	\$ 1,236.00
6.06	Remove Manhole or Intake	EA	1		1	\$ 1,648.00	\$ 1,648.00
	STREETS & RELATED WORK						
7.01	PCC Pavement, 9 Inch Depth	SY	10462		10462	\$ 61.00	\$ 638,182.00
7.02	PCC Pavement Samples and Testing	LS	1		1	\$ 6,500.00	\$ 6,500.00
7.03	PCC Pavement Widening, 9 Inch Depth	SY	1118		1118	\$ 67.00	\$ 74,906.00
7.04	PCC Pavement Widening, 10 Inch Depth	SY	475		475	\$ 87.00	\$ 41,325.00
7.05	Pavement Removal, HMA	SY	460		460	\$ 43.50	\$ 20,010.00
7.06	Pavement Removal, PCC	SY	224		224	\$ 31.00	\$ 6,944.00
7.07	Remove Granular Shoulder and Granular Surfacing	SY	717		717	\$ 7.25	\$ 5,198.25
7.08	PCC Sidewalk, 4 Inch	SY	67		67	\$ 45.00	\$ 3,015.00
7.09	PCC Sidewalk, 6 Inch	SY	16		16	\$ 100.00	\$ 1,600.00
7.10	Detectable Warnings	SF	32		32	\$ 50.00	\$ 1,600.00
7.11	Granular Surfacing, 8 Inch Depth	TN	51		51	\$ 54.75	\$ 2,792.25
7.12	Temporary Granular Surfacing, Class C	TN	66		66	\$ 69.00	\$ 4,554.00
7.13	Sidewalk Assurance Testing	LS	1		1	\$ 500.00	\$ 500.00
	TRAFFIC CONTROL						
8.01	Pavement Markings, Durable	STA	144.6		144.6	\$ 105.00	\$ 15,183.00
8.02	Wet Retroreflective Removable Tape Markings	STA	75.2		75.2	\$ 125.00	\$ 9,400.00
8.03	Painted Symbols and Legends, Durable	EA	18		18	\$ 390.00	\$ 7,020.00
8.04	Pavement Markings, Removed	STA	32		32	\$ 62.00	\$ 1,984.00
8.05	Grooves Cut for Pavement Markings	STA	123		123	\$ 78.00	\$ 9,594.00
8.06	Grooves Cut for Symbols and Legends	EA	18		18	\$ 180.50	\$ 3,249.00
8.07	Temporary Traffic Control	LS	1		1	\$ 19,000.00	\$ 19,000.00
8.08	Traffic Signing	LS	1		1	\$ 4,100.00	\$ 4,100.00
8.09	Flaggers	CDAY	20		20	\$ 600.00	\$ 12,000.00
8.10	Temporary Concrete Barrier Rail	LF	2168		2168	\$ 14.25	\$ 30,894.00

ITEM NO.	ITEM	UNIT	DIV 1 ELIGIBLE QUANTITY	DIV 2 NON-ELIGIBLE QUANTITY	TOTAL BID QUANTITY	UNIT PRICE	TOTAL PRICE
8.11	Portable Dynamic Message Signs	CDAY	15		15	\$ 185.00	\$ 2,775.00
8.12	Safety Edging	LF	260		260	\$ 51.00	\$ 13,260.00
	SITE WORK & LANDSCAPING						
9.01	Conventional Seeding and Fertilizing, Permanent, Type 1	AC	13.2		13.2	\$ 1,700.00	\$ 22,440.00
9.02	Seeding and Fertilizing, Hydraulic, Temporary, Type 5	AC	13.2		13.2	\$ 1,550.00	\$ 20,460.00
9.03	Hydromulching, Bonded Fiber Matrix	AC	29.8		29.8	\$ 2,900.00	\$ 86,420.00
9.04	Filter Socks, 12 Inch, Installation	LF	4010		4010	\$ 3.00	\$ 12,030.00
9.05	Filter Socks, 12 Inch, Removal	LF	4010		4010	\$ 0.25	\$ 1,002.50
9.06	Temporary RECP, Type 2.C	SQ	203		203	\$ 22.00	\$ 4,466.00
9.07	Check Dam, Rock	TON	50		50	\$ 90.00	\$ 4,500.00
9.08	Rip Rap, Class E	TON	175		175	\$ 90.00	\$ 15,750.00
9.09	Silt Fence, Installation	LF	1406		1406	\$ 1.75	\$ 2,460.50
9.10	Silt Fence Ditch Check, Installation	LF	444		444	\$ 1.75	\$ 777.00
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	3700		3700	\$ 0.50	\$ 1,850.00
9.12	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	1850		1850	\$ 0.10	\$ 185.00
9.13	Stabilized Construction Entrance	TON	106		106	\$ 81.50	\$ 8,639.00
9.14	Inlet Protection Device, Drop In, Grate Intake	EA	37		37	\$ 129.00	\$ 4,773.00
9.15	Inlet Protection Device, Maintenance	EA	37		37	\$ 26.00	\$ 962.00
	MISCELLANEOUS					\$	\$
11.01	Mobilization	LS	0.8	0.2	1	\$ 87,000.00	\$ 87,000.00
11.02	Concrete Washout, Roll-off Container	LS	1		1	\$ 5,500.00	\$ 5,500.00

TOTAL AMOUNT BID:

\$ 2,500,025.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Sternquist Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **TWO MILLION FIVE HUNDRED THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$2,500,025.00)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 3rd day of January, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SE CROSSWINDS DRIVE RISE – PHASE 2

The SE Crosswinds Drive RISE – Phase 2 project includes construction of PCC pavement, related storm sewer, sanitary sewer, water main extension, subdrain, earthwork, ditching, and SWPP 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.

The construction improvements include approximately 10,462 SY of 9" PCC pavement, 1,118 SY of 9" PCC pavement widening, 475 SY of 10" PCC pavement widening, 1,849 LF of 8" PVC sanitary sewer, 2,325 LF of 10" PVC C900 water main, 1,294 LF of 12" PVC C900 water main, 2,559 LF of RCP storm sewer, 29,416 CY of Class 10 excavation, subgrade preparation, modified subbase, subdrain and construction of sidewalk ramps. Other associated improvements include traffic control, erosion control, 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 phrase 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 3rd day of January, 2022.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Sternquist Construction, Inc.

Contractor

By:

Signature

PRESIDENT

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By:

Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact & Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of August, 2021.



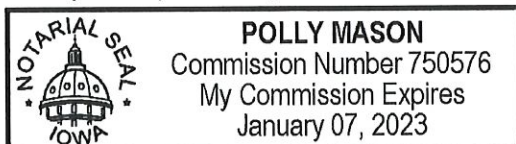
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of August, 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.



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 3rd day of January, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2021

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 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 INSURED Sternquist Construction, Inc 1110 N 14th Street Indianola, IA 50125	1-800-247-7756 CONTACT NAME: Lisa Johnson PHONE (A/C No. Ext): E-MAIL ADDRESS: ljohnson@holmesmurphy.com INSURER(S) AFFORDING COVERAGE INSURER A: UNITED FIRE & CAS CO INSURER B: LAFAYETTE INS CO INSURER C: CHUBB NATL INS CO INSURER D: INSURER E: INSURER F:	FAX (A/C No): 515-221-8765 NAIC # 13021 18295 10052
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COVERAGES

CERTIFICATE NUMBER: 63949867

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			60429025	04/01/21	04/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			60429025	04/01/21	04/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			60429025	04/01/21	04/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	30303590	04/01/21	04/01/22	☒ PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine			60429025	04/01/21	04/01/22	Leased/Rented Equip 175,000
A	Property			60429025	04/01/21	04/01/22	Building & PP 1,435,600
C	Pollution			G24745442	04/01/21	04/01/22	Limit Liability 1,000,000

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

RE: SE Crosswinds Drive Rise - Phase 2

Governmental Immunities Endorsement applies in favor of the City of Ankeny on the general liability and automobile policies if required by written contract. City of Ankeny is additional insured on the general liability and automobile policies if required by written contract. Additional insured status is provided on a primary and non-contributory basis if required by written contract.

Waiver of subrogation applies in favor of the additional insureds on the general liability, automobile, and workers comp policies if required by written contract. Umbrella is follow form for additional insured and waiver of sub.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 410 W First St Ankeny, IA 50023-1751 USA	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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CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 Print

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

:

The action before the council is the adoption of a resolution terminating the contract Resolution No. 2021-070, authorizing the rebidding process for the NW 36th Street and NW Weigel Drive Water Main project.

The NW 36th Street and NW Weigel Drive Water Main project includes construction of approximately 8,900 lineal feet of 16" diameter water main along the south side of NW 36th Street from NW Irvinedale Drive west to NW Weigel Drive and then along the east side of NW Weigel Drive from NW 36th Street to NW 18th Street, completing a looped system.

The Contract Documents for the NW 36th Street and NW Weigel Drive Water Main project were made available for bidding via the City of Ankeny website, with the Notice to Bidders and Notice of Public Hearing posted to the Iowa League of Cities and Master Builders of Iowa websites on January 8, 2021 and published in the Des Moines Register on January 15, 2021.

The City of Ankeny received the following proposals on January 26, 2021:

McAninch Corporation \$786,655.00
Reilly Construction Co., Inc. \$833,238.00
Graff Excavating, Inc. \$807,582.00
Synergy Contracting, LLC \$896,601.00
Absolute Infrastructure \$1,103,531.00
On Track Construction, LLC \$939,939.00
S. M. Hentges & Sons, Inc. \$905,905.00
Vanderpool Construction \$1,138,850.00
Evolution Contracting \$945,072.00
Halbrook Excavating \$1,400,000.00

Thorpe Water Development Co. \$953,289.00

The City Council adopted Resolution No. 2021-070 on February 1, 2021, making award of construction contract to McAninch Corporation for the NW 36th Street and NW Weigel Drive Water Main project.

McAninch Corporation has provided a Termination Agreement to the City of Ankeny on December 12, 2021 indicating that due to continued supply interruptions that the materials to construct the project have been unattainable. Due to these supply delays the demand for materials has caused prices to skyrocket deeming this project unable to be constructed at the contracted price. The City has agreed to terminate the contract with McAninch Corporation with Council Approval.

City of Ankeny Municipal Utilities staff recommends rebidding the NW 36th Street and NW Weigel Drive Water Main project in an effort to obtain equitable proposals and complete the work during the 2022 construction season.

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING THE TERMINATION OF CONTRACT FOR THE NW
36th STREET AND NW WEIGEL DRIVE WATER MAIN PROJECT IN ANKENY,
IOWA**

WHEREAS, the City of Ankeny and the McAninch Corporation entered into a contract for construction services for the NW 36th Street and NW Weigel Drive Water Main project on February 1, 2021; and

WHEREAS, work on the contract has not yet begun due to the inability to acquire necessary materials to construct the water main which resulted from supply chain interruptions from COVID and adverse weather events; and

WHEREAS, the McAninch Corporation has provided an updated cost estimate reflecting the current material costs which exceed the 20% allowable increase in contract, and

WHEREAS, the City of Ankeny and the McAninch Corporation mutually agree to terminate the contract; and

WHEREAS, the McAninch Corporation has drafted the attached Termination Agreement;
and

WHEREAS, the City of Ankeny will initiate proceedings to rebid the project on January 18, 2022 for an anticipated late spring or early summer 2022 project construction.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that City of Ankeny and the McAninch Corporation are in mutual agreement to terminate the existing contract and the Mayor is authorized to execute said agreement.

DATED this 3rd day of January, 2022.

Mark Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

Termination Agreement

THIS AGREEMENT, made and entered into at **Ankeny, Iowa** this 3rd 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 **McAninch Corporation**, hereinafter called the "Contractor." The Jurisdiction and the Contractor are referred to collectively hereinafter as "the Parties."

WITNESSETH:

The Jurisdiction and the Contractor previously agreed that Contractor would complete the work on the NW 36th STREET AND NW WEIGEL DRIVE WATER MAIN Project (hereinafter "the Project") as set forth in more detail in the Parties' Contract dated February 1, 2021 (hereinafter "the Contract"), a copy of which is attached hereto.

Work on the Project has not started due to the continued unavailability of needed piping directly attributable to the supply chain interruptions. The foregoing supply interruptions were caused by COVID and several adverse weather events which shut down piping production facilities in the gulf coast area. Neither the Jurisdiction nor the Contractor could reasonably foresee such supply chain issues at the time the Parties entered into the Contract. Due to the continued delay in the availability of needed piping, coupled with the sharply increased pricing that is the result of the limited supply, the Parties have decided that it is in their best interest to mutually terminate the Contract.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Contract is hereby terminated.
2. All bonds and/or other performance assurances issued by or on behalf of the Contractor are hereby released.
3. No work was performed under the Contract and no payment is due under or in connection with it.
4. Neither the Jurisdiction nor Contractor shall have any further obligations under the Contract or otherwise in conjunction with the Project.
5. Contractor, and its agents, representatives, employees, officers, directors, insurers, and attorneys hereby release and forever discharge the Jurisdiction and its representatives, employees, agents, successors and assigns from all actions, suits, causes of action, damages, loss, claims and demands whatsoever, which the Contractor now has, or at any time hereafter may have, or but for the execution of this Agreement could or might have had, against the Jurisdiction for or by

reason of the Contract and/or the Project.

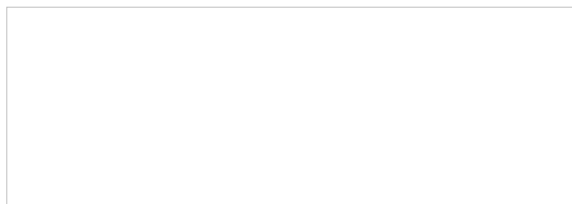
6. The Jurisdiction and its representatives, agents, successors and assigns hereby release and forever discharges the Contractor and its representatives, agents, employees, officers, directors, successors and assigns from all actions, suits, causes of action, damages, loss, claims and demands whatsoever, which the Jurisdiction now has, or at any time hereafter may have, or but for the execution of this Agreement could or might have had, against the Contractor for or by reason of the Contract and/or the Project.

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

FOR THE JURISDICTION:

FOR THE CONTRACTOR:

Edward J. Origer, C.O.O.



ANKENY CITY COUNCIL

City Council Agenda

January 3, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

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

 **Print**

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

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.

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 such time as a special election to fill such vacancy is held by the City. The City Council intends to make such temporary appointment of Kerry Walter-Ashby at its January 18, 2022 council meeting. The City Clerk is authorized and directed to publish Notice of Intent to Appoint in the time and in the manner as required by law.

FISCAL IMPACT: **Yes**

Polk County has indicated that the approximate cost of a special election is \$30,000, including the increase in precincts from 15 to 22. If a primary is necessary the cost could be as high as \$60,000.

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution setting a date for special election and approve resolution providing for the notice of

intent to fill vacancy by temporary appointment.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of the intent to appoint will be published in the Des Moines Register as required by law.

ACTION REQUESTED:

Action: Consider motion to approve RESOLUTION setting a special election for a city council member to fill a vacant unexpired term.

Action: Consider motion to approve RESOLUTION 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

-  [RES - Setting Special Election](#)
-  [RES - Temporary Appointment](#)
-  [PH - Notice of Intent](#)

RESOLUTION NO. _____

**SETTING A SPECIAL ELECTION FOR A CITY COUNCIL MEMBER TO
FILL A VACANT UNEXPIRED TERM**

WHEREAS, the position of council member held by Mark Holm became vacant upon his election as Mayor, effective January 1, 2022.

WHEREAS, the City Council intends to fill said vacancy on a temporary basis by appointment of Kerry Walter-Ashby.

WHEREAS, the City Council has determined it is in the best interest of the citizens of Ankeny for a special election to be held to fill the vacancy.

WHEREAS, in working with the Polk County Auditor it has been determined that the Special Election shall be held on March 29, 2022. A primary election, if any is required, shall be held 28 days prior to the Special Election.

BE IT RESOLVED by the City Council of Ankeny, Iowa that the Special Election for a Council Member to fill the vacant unexpired term of Mark Holm is hereby set for March 29, 2022. The Mayor and City staff are authorized and directed to do all other things necessary and convenient to carry out the purposes of this resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of January, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

Resolution No. 2022 - _____

**RESOLUTION PROVIDING FOR NOTICE OF INTENT TO
FILL CITY COUNCIL VACANCY BY TEMPORARY
APPOINTMENT**

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

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 current council person Mark Holm assuming the position of Mayor effective January 1, 2022, by appointment on a temporary basis until such time as a replacement appointment is made or a special election to fill such vacancy is held by the City. The City Council intends to make such temporary appointment of Kerry Walter-Ashby at its January 18, 2022 council meeting. The City Clerk is authorized and directed to publish Notice of Intent to Appoint in the time and in the manner as required by law.

Passed and Approved the 3rd day of January 2022.

Mark Holm, Mayor

Attest:

Denise Hoy, City Clerk

**NOTICE OF INTENT OF ANKENY CITY COUNCIL TO FILL COUNCIL VACANCY
BY TEMPORARY APPOINTMENT**

**TO: ALL CITIZENS AND PARTIES IN INTEREST WHO MAY BE
ENTITLED TO NOTICE OF THE ANKENY CITY COUNCIL'S
INTENT TO THE TEMPORARY APPOINTMENT OF A COUNCIL
MEMBER**

YOU ARE HEREBY NOTIFIED that the City Council of the City of Ankeny, Iowa intends to fill the vacancy created by council person Mark Holm assuming the position of Mayor effective January 1, 2022, by the appointment at a City Council meeting to be held on the 18th day of January 2022, at the regular Council Meeting in the Council Chamber of the City Council, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa. The City Council intends to make such appointment of Kerry Walter-Ashby effective on said date. The appointment shall be until such time as a replacement appointment is made or a special election to fill such vacancy is held by the City.

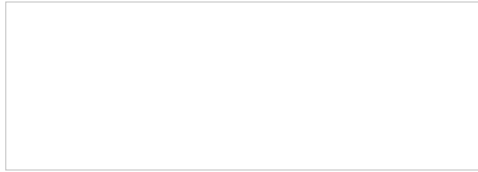
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the electors of the City have the right to file a petition requiring that the vacancy be filled by special election, by the filing of a petition in accordance with Iowa Code Section 372.13(2)(a) within fourteen days after publication of this Notice or within fourteen days after the appointment is made by the City Council, whichever is later.

DATED this 3rd day of January 2022.

Mark Holm, Mayor

ATTEST:

Denise Hoy, City Clerk



CITY COUNCIL REGULAR MEETING

1/3/2022

5:30 PM

 **Print**

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

:

Each year, the City establishes State legislative priorities that assist the Mayor, City Manager and staff in intergovernmental relations. This year's proposed list of priorities has been updated to include a new priority requesting State funding of expansion of tax credits and exemptions.

During the 2021 legislative session, legislation was approved that included new elderly tax credit/property tax freeze provisions for property owners who reach 70 years of age and earn less than 250% of the federal poverty level. Unlike existing credits that are paid for by the State pursuant to Chapter 25 of the Iowa Code, the new credit/freeze was exempted from the provisions of Chapter 25, meaning the associated revenue losses will be absorbed by local governments. The City's revenue losses will grow exponentially over time. If the State evaluates additional tax credits and exemptions of property taxes—which are local revenues and not state revenues and remain Ankeny's primary source of funding essential services—it is important that the State fund any expanded credits and not require cities to absorb additional revenue losses.

RESOLUTION NO. 2022-_____

**RESOLUTION ESTABLISHING THE CITY OF ANKENY'S
2022 STATE LEGISLATIVE PRIORITIES**

WHEREAS, the City of Ankeny is a fast-growing municipality in Iowa; and

WHEREAS, the City of Ankeny and other cities play a crucial role as economic drivers in the State of Iowa's economy; and

WHEREAS, cities need to partner with the State of Iowa to ensure they receive the support they need to energize their own and the State's economic futures; and

WHEREAS, an ongoing dialogue on key legislative matters between City policymakers and staff with the State's legislators and Executive Branch is an important component of any community's success.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny hereby approves the attached list of 2022 State Legislative Priorities.

BE IT FURTHER RESOLVED that the City Manager and staff pursue these priorities on behalf of the City Council during the 2022 State Legislative session.

APPROVED AND ADOPTED this 3rd day of January 2022.

Mark E. Holm, Mayor

Attest:

Denise Hoy, City Clerk

STATE FUNDING OF EXPANSION OF TAX CREDITS AND EXEMPTIONS

During the 2021 legislative session, legislation was approved that included new elderly tax credit/property tax freeze provisions for property owners who reach 70 years of age and earn less than 250% of the federal poverty level. Unlike existing credits that are paid for by the State pursuant to Chapter 25 of the Iowa Code, the new credit/freeze was exempted from the provisions of Chapter 25, meaning the associated revenue losses will be absorbed by local governments. The City's revenue losses will grow exponentially over time. If the State evaluates additional tax credits and exemptions of property taxes—which are local revenues and not state revenues and remain Ankeny's primary source of funding essential services—it is important that the State fund any expanded credits and not require cities to absorb additional revenue losses.

EVALUATE GENERAL CORPORATE PURPOSE BONDING LIMIT

Chapter 384 of the Iowa Code spells out bonding limitations for general corporate purposes. Cities of Ankeny's size can borrow \$700,000 annually for a general corporate purpose project. Construction costs have increased substantially since **this amount was established in 1992** and is not indexed to inflation. Using average inflation (Consumer Price Index), which is generally about one-half of long-term construction inflation, \$700,000 in 1992 has a current day purchasing power of more than \$1.4 million. While the City expects to hold elections for larger community projects and is not seeking an expansion of essential corporate uses at this time, a modest increase in the general corporate purpose bonding limit would assist in the City's financial planning efforts and allow for the continuation of basic projects, like community trails and parks, to proceed.

RE-EVALUATE THE MULTIRESIDENTIAL ROLLBACK

Included in the 2013 property tax reform enacted by the Iowa legislature was a provision creating a new class of property, multiresidential. The new law called for the rollback on multiresidential property to decrease by 3.75 percentage points annually until its rollback percentage was congruent with that of single family residential property. For fiscal year 2023, the rollback is 63.75% while the rollback on single family residential property is 54.1302%. Revenues lost due to this component of property tax reform are not backfilled by the State, and local governments are left to address the corresponding revenue losses at a time when, perhaps not coincidentally, the pace of multiresidential development has exploded. Included in the multiresidential classification are for-profit assisted living facilities and large-scale apartment developments that are clearly business enterprises. While the City recognizes the issue is complex due to the ability to “condo” some multiresidential units, it believes the multiresidential component of the property tax system should be re-evaluated to determine if taxing single-family residential and multiresidential uses at the same level, which will occur in fiscal year 2024 as a result of the 2013 legislation, is the fairest and best system possible for all taxpayers.

ADDRESSING EMPLOYER-PAID COSTS ASSOCIATED WITH THE MUNICIPAL FIRE & POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI)

While the City of Ankeny values its police officers and firefighters who bravely serve in critical roles in local government, the costs of providing these public safety employees' pension benefits are unfairly disproportionate, with employer rates increasing 41% since fiscal year 2010 without any additional employee contributions. As a result, the City of Ankeny has seen its Municipal Fire & Police Retirement Fund levy increase from 39.624 cents in fiscal year 2011 to 55 cents today. Additionally, the City transferred \$750,000 during fiscal years 2013 and 2014 to the Police and Fire Retirement Fund to help cover rising costs. The City's growth demands in the area of public safety will necessitate the hiring of additional employees in the short term and beyond, further increasing projected public safety pension-related costs. A rational, thoughtful solution to long-term public safety pension funding is needed to ensure cities can attract and retain public safety employees but ensure their pension system is sustainable.

Unlike Iowa Public Employees' Retirement System (IPERS) contribution rate increases—which are shared between employees (40%) and employers (60%)—MFPRSI contribution rate increases fall solely on the employer. With fiscal year **2023 employer contribution rates at 23.9% of payroll** and long-term projected costs remaining above 20%, a plan is needed that ensures that cities will not indefinitely bear the full cost of any future contribution rate increases.

Moreover, current statutory language that maintains employee contribution rates and by definition places the entire burden for increased contribution rates on employers is unacceptable to Ankeny. With the system heavily invested in equities, another significant stock market decline could send contribution rates soaring once again. A well-thought-out, methodical implementation of a fairer distribution of costs could be accomplished in a way that preserves retirement security and, like IPERS, requires employees and employers to share in contribution rate increases and benefit when contribution rates decrease. Further complicating Ankeny's individual circumstances is the fact that Ankeny public safety employees participate in Social Security, while the super majority of MFPRSI-eligible employees in other communities do not. This adds an additional cost of 6.2% of payroll each for the employee and employer for Ankeny's police officers and full-time firefighters. Consideration should be given to the concept of alternate plan ideas and alternate cost-sharing formulas that can preserve the system but provide for a fairer distribution of its costs. Moreover, establishing a modified system for new employees should be thoughtfully explored with input from all stakeholders.

TAX INCREMENT FINANCING (TIF)

Cities have limited economic development tools to attract new businesses and retain expanding businesses. The current TIF law works well for Ankeny, including the ability to use annual appropriation debt for larger-scale projects. Existing TIF laws include provisions to hold local governments accountable for decisions they make through substantial reporting requirements. Any efforts to limit TIF's scope or flexibility will have negative impacts on Iowa's ability to compete in the global economy. Efforts to exclude some jurisdictions (e.g., school districts) from sharing

in the costs of TIF could have harmful effects on city budgets and result in longer incentive periods. Without all taxing jurisdictions participating in economic development projects to help bridge financial gaps for businesses making large-scale investments, the costs get distributed on a larger scale to the local municipality participating. Those who benefit from tax increment financing should participate in its costs.