



ANKENY CITY COUNCIL

Regular Meeting

Tuesday, January 2, 2024

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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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:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

CEREMONY:

1. Oath of Office: Jeff Perry - Council Member

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the January 2, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the January 2, 2024 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2024-01 Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2024

Action# C1-1. Consider motion to close Public Hearing 2024-01.

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 18, 2023, 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 5, 2023.
- CA - 3** Receive and file minutes of the Human Rights Commission meeting of October 26, 2023.

- **Licenses and Permits**

- CA - 4** Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 5** Consider motion to approve Change Order #2 increasing the contract amount by \$1,137.32 to All-Star Concrete LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
- CA - 6** Consider motion to approve Amendment No. 5 to the Professional Services Agreement increasing the contract amount by \$67,870.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 7** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$30,320.01 with McClure Engineering Company for construction services on the NW Irvinedale Drive Transmission Main - Phase 3 project.
- CA - 8** Consider motion to approve Payment #13 in the amount of \$14,042.89 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 9** Consider motion to approve Payment #4 in the amount of \$52,183.52 to All-Star

Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

- CA - 10** Consider motion to approve Payment #2 in the amount of \$23,724.35 to Concrete Connection, LLC, for construction services on the Midway Park - Phase 2 Improvements project.
- CA - 11** Consider motion to approve Payment #20 in the amount of \$8,265.16 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 12** Consider motion to approve Payment #3 in the amount of \$4,830.10 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
- CA - 13** Consider motion to approve Payment #9 in the amount of \$38,365.40 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
- CA - 14** Consider motion to approve Payment #32 in the amount of \$1,441.00 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 15** Consider motion to approve Payment #8 in the amount of \$22,750.00 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 16** Consider motion to approve Payment #9 in the amount of \$20,932.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
- CA - 17** Consider motion to approve Payment #4 in the amount of \$11,897.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
- CA - 18** Consider motion to approve Payment #19 in the amount of \$5,096.35 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 19** Consider motion to approve Payment #23 in the amount of \$30,320.01 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
- CA - 20** Consider motion to approve Payment #6 in the amount of \$3,135.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.
- CA - 21** Consider motion to approve Payment #1 in the amount of \$49,278.25 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project.
- CA - 22** Consider motion to approve Payment #1 in the amount of \$9,564.12 to On Track Construction, LLC for construction services on the 2023 Annual Storm Sewer Repairs project.
- CA - 23** Consider motion to approve Payment #17 in the amount of \$40,178.00 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 24** Consider motion to approve Payment #34 in the amount of \$8,489.56 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 25** Consider motion to approve Payment #33 in the amount of \$5,673.75 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd

Landscape Improvements project.

- CA - 26** Consider motion to approve Payment #3 in the amount of \$46,633.00 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 27** Consider motion to approve Payment #29 in the amount of \$13,498.93 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 28** Consider motion to approve Payment #8 in the amount of \$31,836.75 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 29** Consider motion to approve Payment #8 in the amount of \$4,471.78 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 30** Consider motion to approve Payment #9 in the amount of \$7,005.87 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 31** Consider motion to approve the January 2, 2024 Accounts Payable.
- CA - 32** Consider motion to receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2023.
- CA - 33** Consider motion to adopt **RESOLUTION** accepting a proposal from Dean Snyder Construction in the amount of \$47,941.16 for the replacement construction of a pedestrian bridge at Cascade Falls Aquatic Center.

- **Personnel Items**

- CA - 34** Consider motion to approve Employer Agreement for Army CSP Individual Internship/Approved DoD SkillBridge Program and authorize the Police Chief to execute said agreement.

- **Community Development Items**

- CA - 35** Consider motion to grant preliminary approval of Deer Creek South Plat 3 Final Plat.
- CA - 36** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of First Street Commons Plat 2.

- **Capital Improvement Projects**

- CA - 37** **NW 36th Street Fiber Optic Redundancy:** Consider motion to approve: a) Change Order #1 & Final in the amount of \$913.50; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$57,808.50; and d) Final Payment in the amount of \$54,918.07; and Retainage Payment in the amount of \$2,890.43.
- CA - 38** **NW Irvinedale Drive Transmission Main - Phase 3:** Consider motion to approve: a) Final Change Order #5 decreasing the contract amount by \$52,461.96; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with McAninch Corporation in the amount of \$1,464,902.04; and d) Final Payment #10 in the amount of \$0.00 / Release of Retainage in the amount of \$44,441.09.
- CA - 39** **NW 18th Street Reconstruction - NW Ash Drive to N Ankeny**

Boulevard: Consider motion to approve: a) Final Change Order #5 decreasing the contract amount by \$62,474.49; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Elder Corporation in the amount of \$4,290,894.51; and d) Final Payment #8 in the amount of \$36,105.29 and Release of Retainage in the amount of \$214,544.73.

CA - 40 **SE 3rd Street Utility Improvements - Phase 1:** Consider motion to approve: a) Final Change Order #5 increasing the contract amount by \$41,864.80; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Absolute Group in the amount of \$1,931,178.95; and d) Final Payment #16 in the amount of \$20,343.19 and Release of Retainage in the amount of \$96,558.95.

CA - 41 Consider motion to adopt **RESOLUTION** setting a public hearing for the approval of documents for the conveyance of proposed Permanent Electric Easement for MidAmerican Energy Company (MEC) across a portion of City-owned property at the Northwest Elevated Water Storage Tank location at 3755 NW Irvinedale Drive. (date of hrg: 2/5/2024 @ 5:30 p.m.)

CA - 42 Consider motion to adopt **RESOLUTION** ordering construction on the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/30/24 @ 10:30 A.M. / date of hrg: 2/5/24 @ 5:30 P.M.)

- **Administrative Items**

CA - 43 Consider motion to receive and file the 2023 Human Rights Commission Annual Report.

CA - 44 Consider motion to adopt **RESOLUTION** authorizing the Mayor to execute a Memorandum of Agreement (MOA) with the U.S. Census Bureau.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-44

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-44.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Zoning Board of Adjustment - 02/01/24 - 12/31/2028
 - Matt Ott
 - Brett Walker

Action# H1-1. Consider motion to approve the reappointments of Matt Ott and Brett Walker to the Zoning Board of Adjustment, effective through 12/31/28.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2024 (PH 2024-01)

Action# J1-1. Consider motion to adopt RESOLUTION amending the current budget for fiscal year ending June 30, 2024.

2. Proposed 2024 State Legislative Priorities

Action# J2-1. Consider motion to adopt RESOLUTION establishing the City of Ankeny's 2024 State Legislative Priorities.

3. Central Iowa Water Works 28E/28F

Action# J3-1. Consider motion to adopt RESOLUTION conditionally authorizing the inclusion of the City of Ankeny as a founding agency of Central Iowa Water Works; and conditionally approving the Central Iowa Water Works 28E/28F agreement; and conditionally authorizing the execution of the Central Iowa Water Works 28E/28F agreement by the City of Ankeny.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - 2024 PCC Reconstruction Program - NW Westwood St - 1/16/24 @ 5:30 p.m.***
- ***Council Action Planning Session - Department Budget Presentations - 1/19/24 @ 8:30 a.m.***
- ***Public Hearing - Permanent Electric Easement - MEC - NW Elevated Water Storage Tank - 2/5/24 @ 5:30 p.m.***
- ***Public Hearing - SW Oralabor & SW Edgewood Lane Intersection Improvements - 2/5/24 @ 5:30 p.m.***

L. ADJOURNMENT

1. Request for Executive Session under Code Section 21.5.1 (C)

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

Action# L1-1. Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5.1, subparagraph (c) “to discuss strategy with counsel in matters

that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation”.

2. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Oath of Office: Jeff Perry - Council Member

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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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the January 2, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the January 2, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2024-01: Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2024

EXECUTIVE SUMMARY:
Public works expenditures are being amended to include the estimated cost of the special census. It was originally anticipated that these costs would occur in FY 2025, but the U.S. Census Bureau has requested payment in advance for the work to be scheduled in CY 2024.

FISCAL IMPACT: **Yes**
Overall, the budget amendment includes the use of an additional \$1,400,000 in Road Use Tax Funds.

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed amendment of current budget for fiscal year ending June 30, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on December 21, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-01.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2024-01 5:30 P.M. JANUARY 2, 2024

AMENDMENT OF CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024

Mayor:

This is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024 by changing estimates of revenue and expenditure appropriations.

There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget.

Notice of this hearing was published in the Des Moines Register on the 21st day of December 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Staff Report:

“Is there anyone present who wishes to be heard for or against this proposed amendment?” Inform them to come to the podium or if attending electronically raise your electronic hand or press *9. When called upon, please give name and address for the record.

Consider **MOTION** to close public hearing 2024-01.

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

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2024 - AMENDMENT # 1

To the Auditor of POLK County, Iowa:

The City Council of ANKENY in said County/Counties met on 01/02/2024 05:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2024-008**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2024****(AS LAST CERTIFIED OR AMENDED ON 04/03/2023)****Be it Resolved by the Council of City of ANKENY**

Section 1. Following notice published/posted 12/21/2023 and the public hearing held 01/02/2024 05:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	47,164,752	0	47,164,752
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	47,164,752	0	47,164,752
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,338,833	0	10,338,833
Other City Taxes	6	3,955,747	0	3,955,747
Licenses & Permits	7	1,798,500	0	1,798,500
Use of Money & Property	8	3,761,559	0	3,761,559
Intergovernmental	9	16,781,187	0	16,781,187
Charges for Service	10	47,889,146	0	47,889,146
Special Assessments	11	0	0	0
Miscellaneous	12	3,860,663	0	3,860,663
Other Financing Sources	13	23,220,000	0	23,220,000
Transfers In	14	13,912,453	0	13,912,453
Total Revenues & Other Sources	15	172,682,840	0	172,682,840
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	29,943,122	0	29,943,122
Public Works	17	9,048,510	1,400,000	10,448,510
Health and Social Services	18	0	0	0
Culture and Recreation	19	11,087,567	0	11,087,567
Community and Economic Development	20	5,472,145	0	5,472,145
General Government	21	5,528,849	0	5,528,849
Debt Service	22	25,028,489	0	25,028,489
Capital Projects	23	30,775,398	0	30,775,398
Total Government Activities Expenditures	24	116,884,080	1,400,000	118,284,080
Business Type/Enterprise	25	64,160,415	0	64,160,415
Total Gov Activities & Business Expenditures	26	181,044,495	1,400,000	182,444,495
Transfers Out	27	13,912,453	0	13,912,453
Total Expenditures/Transfers Out	28	194,956,948	1,400,000	196,356,948
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,274,108	-1,400,000	-23,674,108
Beginning Fund Balance July 1, 2023	30	126,955,211	15,686,434	142,641,645
Ending Fund Balance June 30, 2024	31	104,681,103	14,286,434	118,967,537

Explanation of Changes: Public works expenditures are being amended to include the estimated cost of the special census. It was originally anticipated that these costs would occur in FY 2025, but the U.S. Census Bureau has requested payment in advance for the work to be scheduled in CY 2024.

01/02/2024

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of December 18, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, December 18, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

CEREMONY

1. The Oath of Office was administered by Mayor Mark Holm to Council Members Bobbi Bentz and Todd Shafer.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Stearns seconded, to approve and accept the December 18, 2023 agenda without amendment. Ayes: 4.

PUBLIC HEARING

1. PH 2023-66. Mayor Holm announced 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 2024 PCC Reconstruction Program – NW Ash Drive project. Notice of this hearing was published in the Des Moines Register on the 1st day of December, 2023.

Mark Mueller, Public Works Director, reported that the project includes pavement reconstruction, widening for a left turn lane, and minor utility improvements along NW Ash Drive from just south of the Prairie Ridge Sports Complex parking lot to just south of NW 18th Street in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Stearns moved, Bentz seconded, to close public hearing 2023-66. Ayes: 4.

2. PH 2023-67. Mayor Holm announced this is the time and place for a public hearing on the proposed 2024-2028 Capital Improvement Program. A notice of hearing was published in the Des Moines Register on December 8, 2023.

Mike Schrock, Assistant City Manager, reported that The Capital Improvement Program serves as a guide for the provision of public improvements, outlining the timing and financing of projects for a five-year period. For 2024-2028, the capital improvement program totals \$244,866,000. Of this total, 50.70% is identified for transportation projects, 30.25% for municipal utilities (water, sewer and storm water) projects, 13.33% for municipal buildings, 3.53% for park facilities, 1.17% for sidewalks/trails and 1.02% for operating/construction equipment.

Mayor Holm then asked for any public comment regarding the proposed 2024-2028 Capital Improvement Program. Hearing no comments, Council Member Shafer moved, Stearns

seconded, to close public hearing 2023-67. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of December 4, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of November 21, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of November 7, 2023.

Licenses and Permits

4. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

5. Receive and file Financial Reports for November 2023.
6. Receive and file Building Permit Report for November 2023.
7. Receive and file Utility Billing Report for November 2023.
8. Change Order #1 increasing the contract amount by \$11,484.00 to Absolute Concrete Construction, for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
9. Change Order #4 increasing the contract amount by \$137.90 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
10. Amendment No. 5 to the Professional Services Agreement increasing the contract amount by \$59,500.00 with Foth Infrastructure and Environment, LLC for additional construction engineering services on the West First Street Widening and Improvements - Phase 1 project.
11. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$528,787.00 with HDR Engineering, Inc. (HDR), for construction services on the NW Elevated Water Storage Tank Project.
12. Payment #5 in the amount of \$345,787.70 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
13. Payment #1 in the amount of \$53,934.59 to Alpha Landscapes, for construction services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd: Landscape Improvements project.
14. Payment #4 in the amount of \$7,875.00 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
15. Payment #7 in the amount of \$1,151.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
16. Payment #8 in the amount of \$45,495.56 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
17. Payment #4 in the amount of \$27,950.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
18. Payment #8 in the amount of \$903,093.19 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
19. Payment #7 in the amount of \$167,132.87 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
20. Payment #9 in the amount of \$459.75 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
21. Payment #13 in the amount of \$27,985.75 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

22. Payment #5 in the amount of \$45,885.00 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
23. Payment #8 in the amount of \$10,635.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
24. Payment #13 in the amount of \$9,627.34 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
25. Payment #7 in the amount of \$13,585.00 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
26. Payment #6 in the amount of \$8,768.28 to Romtech Companies, for construction services on the restroom facility at Midway Park.
27. #35 in the amount of \$7,687.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
28. Payment #12 in the amount of \$32,972.60 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
29. Payment #8 in the amount of \$47,803.20 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
30. December 18, 2023 Accounts Payable by fund: General \$213,968.57; Hotel Motel Tax \$444,743.38 Road Use Tax \$42,772.69; Tax Increment Financing \$44,649.00; Police/Fire Pension \$1,184.00; Debt service \$1,800.00; Library Foundation \$142.87; Solid Waste \$105,700.28; Water \$962,489.99; Water Sinking \$550.00; Sewer \$621,241.90; Storm Water \$18,489.35; Golf Course \$15,394.74; Enterprise Project \$341,649.00; Revolving \$59,548.14; Risk Management \$49,368.51; Health Insurance \$216.00; Capital Projects \$1,690,932.94; Payroll Totals \$1,462,402.36; Transfers/ACH (\$207,568.90); Agenda Payments Approved Separately (\$1,965,329.67); Grand Total \$3,904,345.15.
31. **RESOLUTION 2023-462** naming depositories for the City of Ankeny.

Community Development

32. **RESOLUTION 2023-463** accepting final plat and platted easements for Heritage Commercial at Prairie Trail Plat 1.
33. **RESOLUTION 2023-464** to allow Lot 9, Parkway North at Prairie Trail Plat 2, driveway access onto SW Des Moines Street, by removing note 12 from the Parkway North at Prairie Trail Plat 2 final plat.

Engineering

34. Receive and file the 2023 Pavement Management Study and Master Plan as completed by Snyder & Associates, Inc.
35. **RESOLUTION 2023-465** authorizing the City of Ankeny to submit an application for Federal Surface Transportation Block Grant Set-Aside Program 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.
36. **RESOLUTION 2023-466** authorizing the execution of an Urban-State Traffic Engineering Program (U-STEP) funding agreement between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa, for the sharing of construction costs for the proposed SW Oralabor Road and SW Edgewood Lane Intersection Improvements project.
37. **RESOLUTION 2023-467** authorizing the execution of a Cooperative Agreement for Primary Road Project funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa, for the sharing of construction costs for the proposed SW Oralabor Road and SW Edgewood Lane Intersection Improvements project.
38. **RESOLUTION 2023-468** authorizing the City of Ankeny to submit an application for Federal Surface Transportation Block Grant (STBG) Program funding to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the NE 18th Street Bridge

Over Interstate 35 project and further approving the application which obligates the City of Ankeny to matching funds for the construction of said project.

39. **RESOLUTION 2023-469** accepting public improvements for utilities in Copeland Commercial.
40. **RESOLUTION 2023-470** accepting public improvements for utilities, paving, and subgrade prep for Kum & Go (965 SE Corporate Woods Drive).

Capital Improvement Projects

41. **2023 PCC Reconstruction Program - SE 8th Street:** a) Final Change Order #1 decreasing the contract amount by \$9,572.50; b) Certificate of Completion; c) **RESOLUTION 2023-471** accepting the public improvements with All Star Concrete, LLC in the amount of \$632,528.50; and d) Final Payment #5 in the amount of \$660.12 / Release of Retainage in the amount of \$31,626.43.
42. **2023 City-Wide Surface Restoration:** a) Final Change Order #1 increasing the contract amount in the amount of \$8,000.00; b) Certificate of Completion; c) **RESOLUTION 2023-472** accepting the public improvement with Absolute Group in the amount of \$105,767.00; and d) Final Payment #1 in the amount of \$100,478.65 / Release of Retainage in the amount of \$5,288.35.
43. **West First Street Widening and Improvements - Phase 1:** a) Final Change Order #6 decreasing the contract amount by \$85,291.66; b) Certificate of Completion; c) **RESOLUTION 2023-473** accepting the public improvements with Reilly Construction Co., Inc. in the amount of \$5,136,290.09; and d) Final Payment #20 in the amount of \$39,446.79 and Release of Retainage in the amount of \$30,000.00.
44. **RESOLUTION 2023-474** ordering construction on the 2024 PCC Reconstruction Program - NW Westwood Street project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 01/09/24 @ 10:30 A.M. / date of hrg: 01/16/24 @ 5:30 P.M.)

Administrative Items

45. Set public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2023 - June 30, 2024 and direct City Clerk to publish notice of such hearing (date of hrg: 01/02/24 @ 5:30 p.m.).
46. Authorize the Ankeny Police Department to enter into an agreement with agencies throughout the Des Moines / Polk County metropolitan area to establish common understandings of responsibility and define the purpose, policy, and procedures for Polk County Iowa Metropolitan OW I Blood Draw Policy.
47. Approve the fuel supply services contract with Key Cooperative of Roland, Iowa, and authorize the Mayor to sign Letter of Agreement.
48. **RESOLUTION 2023-475** authorizing the approval and acceptance of a warranty deed from TJJ Investments, LLC and DNF, LLC for land associated with the development of Fire Station No. 4.

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-48, removing item CA-11 Amendment No. 1 to the PSA with HDR Engineering, Inc., for construction services on the NW Elevated Water Storage Tank Project. Ayes: Stearns, Shafer, Bentz, Ruddy.

LEGISLATIVE BUSINESS

Boards/Commissions Appointments

1. Council Member Stearns moved, Ruddy seconded, to approve Mayoral appointments to Board and Commission Members as presented. Ayes: Stearns, Ruddy, Bentz, Shafer.

NEW BUSINESS

1. Proposed 2024 PCC Reconstruction Program - NW Ash Drive (PH 2023-66) Council Member Stearns moved, Shafer seconded, to adopt 1) **RESOLUTION 2023-476** adopting plans, specifications, form of contract and estimate of cost \$820,005.25; 2) receive and file report of bids received December 12, 2023; 3) adopt **RESOLUTION 2023-477** making award of construction contract with Concrete Technologies, Inc. in the amount of \$677,902.66; and 4) adopt **RESOLUTION 2023-478** approving contract and bonds with Concrete Technologies, Inc. in the amount of \$677,902.66. Ayes: Stearns, Shafer, Bentz, Ruddy.
2. Proposed 2024-2028 Capital Improvement Program (PH 2023-67). Council Member Shafer moved, Stearns seconded, to adopt **RESOLUTION 2023-479** approving the 2024-2028 Capital Improvement Program. Ayes: Shafer, Stearns, Bentz, Ruddy.

ADJOURNMENT

1. Meeting was adjourned at 5:50 p.m.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 12/29/23.



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of December 5, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes 2023-12-05



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 5, 2023

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

CALL TO ORDER

In the absence of Chair Ted Rapp and Vice Chair Glenn Hunter, Trina Flack served as Chair Pro tem and called the December 5, 2023 meeting of the Plan & Zoning Commission to order at 6:27 p.m.

ROLL CALL

Members present: Trina Flack, Todd Ripper, Annette Renaud and Lisa West. Absent: Ted Rapp, Glenn Hunter and Randy Weisheit. Staff present: E.Jensen, E.Carstens, B.Morrissey and B.Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Ripper to approve and accept the December 5, 2023 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 4 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the November 21, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. Kimberley Villas Plat 1 Final Plat

Motion to recommend City Council approval of the Kimberley Villas Plat 1 Final Plat.

Item #3. Kimberley Villas Plat 2 Final Plat

Motion to recommend City Council approval of the Kimberley Villas Plat 2 Final Plat.

Item #4. Kimberley Villas Plat 3 Final Plat

Motion to recommend City Council approval of the Kimberley Villas Plat 3 Final Plat.

Item #5. Kimberley Villas Site Plan

Motion to approve the Kimberley Villas Site Plan, subject to recordation of the associated final plats; and acceptance of the private street names NE Elmwood Lane, NE Lilac Lane, and NE Lavender Lane.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #5. Second by A.Renaud. All voted aye. Motion carried 4 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the December 4, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the December 19, 2023 Plan and Zoning Commission meeting and the November 2023 Building Permit Report.

E.Jensen said that there will be three public hearings on the December 19, 2023 Plan and Zoning Commission agenda for the following requests:

- Amendment to the Ankeny Plan 2040 Future Land Use Map for property owned by Hope Kimberley LLC from LDR to HDR (16.20 acres)
- Request by Hope Kimberley LLC to rezone property from R-1 to PUD (36.60 acres) and R-1 to R-3 (28.16 acres)
- Request by Beasley Farms, Inc., Stephen L. Banning Trust and Bettye J. Banning Trust to rezone property from M-1, C-2 and R-1 to PUD (23.03 acres)

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

December 18, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, A.Renaud motioned to adjourn. Meeting adjourned at 6:32 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Receive and file minutes of the Human Rights Commission meeting of October 26, 2023.

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
 HRC Approved Minutes 10-26-2023

Meeting Minutes

Human Rights Commission

Thursday, October 26, 2023

5:30 p.m.

City Council Chambers Ankeny Kirkendall Public Library

1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez

Dustin Graber

Lindsay Norland

Tim Olson

Laura Parkinson

1. CALL TO ORDER

Chair Olson called the meeting to order at 5:30 PM.

2. ROLL CALL

Alvarez, Olson, and Graber were present at the time of roll call. Norland arrived later during the meeting. Parkinson absent. Brandt Johnson, staff liaison present.

3. MOTION TO APPROVE THE AGENDA FOR October 26, 2023

Graber motioned to approve the agenda as presented, Alvarez seconded. Ayes: 3, motion carried.

4. MOTION TO APPROVE THE MINUTES FROM September 28, 2023

Graber motioned to approve the minutes from the September 28, 2023 meeting. Alvarez seconded. Ayes: 3, motion carried.

5. NEW BUSINESS

a. MLK – Day of Service 2024

Norland said that she could assist with the MLK – Day of Service event in 2024.

b. Human Rights Day (Dec. 10, 2024) and end of year summary report

Johnson said he can assist Olson with creating an end of year summary report for the HRC.

c. November and December HRC meetings

The group decided that the November meeting would be canceled as it would have fallen on Thanksgiving Day and the group decided to reschedule the December HRC meeting from December 28 to December 14.

6. STAFF REPORT

Johnson reviewed the October 2023 staff memo with the HRC.

7. COMMISSIONER REPORTS

Alvarez said that the Ankeny multicultural taskforce was scheduled for October 26, 2023.

8. ADJOURN

Meeting adjourned at 5:59 PM.



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

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

1. Wig and Pen Ankeny, LLC d/b/a Wig & Pen Pizza Pub, 2005 S Ankeny Blvd., Ste. 300 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective February 1, 2024.
2. Aldi Inc. d/b/a Aldi #35, 2075 N Ankeny Blvd - Class B Retail Alcohol License (LG) (Renewal) - Effective February 1, 2024.

3. Kinseth Hotel Corporation, d/b/a Homewood Suites by Hilton, 2455 SE Creekview Dr. - Special Class C Retail Alcohol License (BW) (Renewal) - Effective February 1, 2024. PENDING DRAM ENDORSEMENT.
4. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective January 22, 2024.
5. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective January 30, 2024.
6. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 10, 2024.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of liquor licenses and / or beer / wine permits.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 increasing the contract amount by \$1,137.32 to All-Star Concrete LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #2

CHANGE ORDER FORM



Project Title: SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement
Contractor: All-Star Concreate LLC
Address: 4989 NW Johnston Drive, Johnston, IA 50131
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: July 3, 2023 **Vendor #** 9679

Change Order Number: 2

Change Order Date: January 2, 2024

Purpose of Change Order:

Replacing seeding with mulching in the NW, NE, and SE corners for the winter shutdown.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.06	Hydromulch	AC	0.097	\$ 11,724.90	\$ 1,137.32
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 1,137.32**

Contractor Accepted: All-Star Concreate LLC
Firm Name
William D. Meyer 12.21.2023
Signature Date

Engineer Approved: Snyder & Associates
Firm Name
Chris H. H. 12/21/23
Signature Date

Owner Accepted: City of Ankeny
Mayor
Signature Title
Date

Attest for Owner:
City Clerk
Signature Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 685,785.30
1	October 16, 2023	\$ 1,650.00
2	January 16, 2024	\$ 1,137.32
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 685,785.30**



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 5 to the Professional Services Agreement increasing the contract amount by \$67,870.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

Amendment No. 5 includes additional inspection time related to additional working days used by the contractor to construct the project. The City intends to recover the additional construction engineering services for the project by charging the Contractor with liquidated damages, as per the Construction Contract.

The fee for the additional services is \$67,870.00. The fee for the original Professional Services Agreement and Amendments No. 1, 2, 3, and 4 for design services and construction observation and administration is \$341,020.00. Adding Amendment No. 5 to the Professional Services Agreement increases the total contract amount to \$408,890.00.

It is recommended the City Council approve Amendment No. 5 to the Professional Services Agreement with JEO Consulting Group in the amount of \$67,870.00 for the SE 3rd Street Utility Improvements - Phase 1 project.

FISCAL IMPACT: No

The SE 3rd Street Utility Improvements - Phase 1 project was included in the City of Ankeny's CIP. The City intends to recover the additional construction engineering services for the project by charging the Contractor with liquidated damages, as per the Construction Contract.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 5 to the Professional Services Agreement increasing the contract amount by \$67,870.00 with JEO Consulting Group for additional construction engineering services related to additional working days used by the contractor for the construction of the SE 3rd Street Utility Improvements - Phase 1 project, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 7, 2020: City Council approved the Professional Services Agreement with JEO Consulting Group for design engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

June 7, 2021: City Council approved Amendment No. 1 to the Professional Services Agreement to include sanitary sewer replacement from SE Trilein Drive to SE Sharon Drive.

March 7, 2022: City Council approved Amendment No. 2 to the Professional Services Agreement to include construction engineering services.

February 20, 2023: City Council approved Amendment No. 3 to the Professional Services Agreement to include construction engineering services.

August 7, 2023: City Council approved Amendment No. 4 to the Professional Services Agreement to include additional construction services.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PSA
 Amendment No. 1
 Amendment No. 2
 Amendment No. 3
 Amendment No. 4
 Amendment No. 5



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2020 ("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 3rd Street Utility Improvements – Phase 1 ("Project").

JEO Project Number: 200170.01

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 XIV 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 Map

4.02 Total Agreement

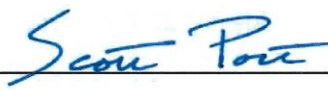
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled 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
(Print Name)

Scott Port, P.E.
(Print Name)

Title: Mayor

Title: Project Manager

Date Signed: 12-7-20

Date Signed: November 19, 2020

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works

JEO Consulting Group, Inc.

220 W 1st Street

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 overall project of SE 3rd Street Utility Improvements will be split into two phases for design and construction as portions of Phase 1 and Phase 2 will be completed within this agreement. Project limits are referenced as the following within this agreement:
 - i. SE 3rd Street Utility Improvements – Phase 1 ("Phase 1"): From immediately east of the intersection of SE 3rd Street and SE Sharon Drive to the intersection of SE 3rd Street and SE Trilein Drive.
 - ii. SE 3rd Street Utility Improvements – Phase 2 ("Phase 2"): From the east return of US Highway 69/S Ankeny Blvd and SE 3rd Street intersection to immediately east of the intersection of SE 3rd Street and SE Sharon Drive (west end of Phase 1).
- B. The Project includes preliminary design for the reconstruction of SE 3rd Street (27-foot or 31-foot wide urban section – roadway width to be determined during design and consideration from corridor property owners) for Phases 1 and Phase 2 projects and the final design of the Phase 1 project. The preliminary design includes reconstructing the approaches of SE Grant Street and SE Sharon Drive.
- C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.
- D. Installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS Design Standards.
- E. Installing new storm sewer along the north side of SE 3rd Street within the project limits as outlined in the "SE 3rd Street Area Storm Sewer Improvements" Study. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.
- F. Removing the existing 4-inch/6-inch water main along the south side of the project and installing a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop. Temporary water main in order to maintain services to property owners will be included as part of the project.
- G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Sharon Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Sharon Drive intersection. The sanitary sewer from SE Sharon Drive to SE Trilein Drive has been slip lined and is expected to not be disturbed. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and the need for major manhole adjustments in order to accommodate self-leveling castings will be evaluated and designed.
- H. Subdrain will be installed along the project corridor and installed along both (north and south) sides of the roadway. This also includes new storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk.
- I. The Engineer will complete the preliminary design and plans for both Phase 1 and Phase 2 projects and the final design, plans, contract documents, permits, and bidding assistance for Phase 1 of SE 3rd Street Utility Improvements Project. Phase 2 final design as well as Phase 1 and Phase 2 construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

II. Project Administration and Coordination

- A. The Engineer shall prepare and submit monthly invoice statements and progress reports.
- B. The Engineer shall perform Project coordination with the Owner, property owners, and utility companies.
- C. The Engineer shall schedule and attend one (1) meeting with each representative of the City's utilities (water and sanitary sewer) that will be affected.
- D. The Engineer shall perform two (2) Project Team Meeting (PTM) with the Owner during the Preliminary Design Phase (Phase 1 and 2) and two (2) PTM with the Owner during the Final Design Phase of the Phase 1 project.
- E. The Engineer shall perform a total of three (3) utility coordination meetings with the utility company representatives. One (1) meeting shall be during the preliminary design phase (Phase 1 and 2) and two (2) meetings shall be during the Phase 1 final design phase. These meetings are 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.

III. Topographic Survey and Data Collection

- A. The Engineer has completed this work under separate agreement.

IV. Geotechnical Engineering

- A. Work includes truck mounted drilling equipment, mobilization determining boring locations, determining existing utility locations (Iowa One Call), drilling and sampling of five (5) borings at 25 feet deep and approximately spaced 300 feet apart, and traffic control with signs and cones.
- B. The Engineer will perform laboratory testing, engineering analysis, and written report.
- C. The Owner will coordinate and complete pavement cores and provide the information to the Engineer.

V. Preliminary Design Services

- A. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE 3rd Street from U.S. Highway 69 to SE Trilein Drive (Phases 1 and 2) that include:
 - i. Title Sheet (A-Sheet)
 - ii. Typical Sections (B-Sheets)
 - 1. Existing 50-foot right-of-way.
 - 2. Roadway section is expected to be 27-foot or 31-foot from back of curb to back of curb with 4-foot wide sidewalk (5-foot wide sidewalk through driveways).
 - 3. Pavement thickness will be 8" PCC with a 6" modified subbase.
 - iii. Estimated Quantities and General Notes (C-Sheets)
 - iv. SE 3rd Street Roadway Plan and Profile from U.S. Highway 69/S Ankeny Blvd to SE Trilein Drive (D-Sheets). The plan set will include 31-foot b/b section. If 27-foot b/b section becomes the desired design, the Engineer will revise the plans and design as necessary.
 - v. SE Grant Street and SE Sharon Drive Roadway Plan and Profile (E-Sheets)
 - vi. Project Removals (F-Sheets)
 - vii. Survey Control and Alignment (G-Sheets)
 - viii. Preliminary Traffic Control and Staging – Phase 1 and Phase 2 (J-Sheets).
 - 1. It is expected that SE 3rd Street will be closed to all traffic and a single detour route will be utilized for SE 3rd Street thru traffic.
 - 2. Due to the length of each Phase, it is expected that each Phase will be split into

JEO Consulting Group, Inc.
SCOPE OF SERVICES

two stages.

ix. Storm Sewer Plan and Profile (M-Sheets)

1. It is expected that a new storm sewer system will be installed along the north side of SE 3rd Street within the project limits. The "SE 3rd Street Area Storm Sewer Improvements" Study will be utilized to determine intake locations, pipe sizes and slopes, and pipe connections. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.
2. New storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk and connecting to the proposed longitudinal subdrain that will be placed along both sides of SE 3rd Street.
3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed storm sewer.

x. Sanitary Sewer Plan and Profile (MSA-Sheets)

1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Sharon Drive will be replaced with a 15-inch sanitary sewer.
 - a. A new manhole will replace an existing manhole at the intersection of SE 3rd Street and SE Sharon Drive where an existing manhole has an approximate sewer drop of 5-ft. The new sanitary sewer profile will eliminate the 5-ft drop at the manhole and the new profile west from this location will begin near the flowline of the existing sanitary sewer pipe that runs east.
 - b. A new drop style manhole will be installed east of east return of the US Highway 69/S Ankeny Blvd and SE 3rd Street intersection in which the existing sanitary sewer will connect to the proposed sanitary sewer. Upgrades to the sanitary sewer west of this location and within the US Highway 69/S Ankeny Blvd intersection may take place on a future project.
2. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.

xi. Water Main Plan and Profile (MWM-Sheets)

1. It is expected that the existing 4-inch / 6-inch water main will be removed and replaced with a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop, from U.S. Highway 69 to SE Trilein Drive.
2. The new 8-inch water main will terminate near the east side end of the intersection return of US Highway 69/S Ankeny Blvd and SE 3rd Street. The valve on the west side of S Ankeny Blvd will be removed and the 4" water main will be capped.
3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.
4. A Leaking Underground Storage (LUST) site is located west of the intersection of US Highway 69 and SE 3rd Street (LUST Site# 8LTY74). Therefore, it is expected that the water main within 500-ft of the site will be designed with ductile iron pipe.
5. Temporary water main access for residents and businesses will be designed and

JEO Consulting Group, Inc.
SCOPE OF SERVICES

incorporated within the plans.

- xii. Sidewalk Layout (S-Sheets).
 - 1. New curb ramps are expected at:
 - a. West ramps at SE Trilein intersection.
 - b. All four quadrants and in each direction at SE Sharon Drive.
 - c. All four quadrants and in each direction at SE Grant Street.
 - d. None at US Highway 69/S Ankeny Blvd.
- xiii. Special Detail, if necessary (U-Sheets)
 - 1. May include modified intakes and/or modified manhole(s)
- xiv. Preliminary Cross Sections from U.S. Highway 69 to SE Trilein Drive (W-Sheets)
- B. Provide internal QA/QC for the Project.
- C. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
- D. The Engineer will submit a preliminary plan set (including Phase 1 and Phase 2) to the Owner and applicable franchise utilities for review and comment.
- E. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost for the Phase 1 and the Phase 2 projects (2 separate estimates).

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

VI. Project Information Meeting

- A. Prior to beginning the final design phase, the Engineer with the Owner shall conduct one (1) Project Information Meeting for the Project.
- B. The Owner will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. The Owner will provide the meeting facilities.
- C. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict Phase 1 and Phase 2 project details. A 27-foot wide and a 31-foot wide back of curb to back of curb typical section will be presented at the meeting for discussion with property owners with benefits of each option presented. The display will include an aerial display drawing that includes the 31-foot wide back of curb to back of curb typical section with general Phase and Stage break locations.
- D. The Engineer will respond to any property owner questions.

VII. Final Design Services

- A. Upon receipt of preliminary plan review comments from the Owner, the Engineer shall prepare 90% (Check) plans and contract documents for the Phase 1 project.
 - i. Review Preliminary Plan comments from the Owner and internal QA/QC review and incorporate comments into the final design and plans.
 - ii. Elements shown on the plans will include:
 - 1. Title Sheet (A-Sheet)
 - 2. Typical Sections and Details (B-Sheets)
 - 3. Estimated Quantities, Estimate Reference Information, and General Notes (C-Sheets)
 - 4. SE 3rd Street Roadway Plan and Profile from east of SE Sharon Drive to SE Trilein Drive (D-Sheets)
 - 5. Project Removals from SE Sharon Drive to SE Trilein Drive (F-Sheets)
 - 6. Survey Control and Alignment (G-Sheets)

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7. Traffic Control and Staging with Signing (J-Sheets)
 8. Intersection Jointing and Geometric Details (L-Sheets)
 9. Storm Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (M-Sheets)
 10. Water Main Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MWM-Sheets)
 11. Erosion Control Plan Sheets from SE Sharon Drive to SE Trilein Drive. (R-Sheets)
 - a. Including a Storm Water Pollution Prevention Plan (SWPPP) general notes and erosion control plan.
 - b. The Owner will provide the Engineer the SWPPP template.
 12. Sidewalk Layout and Tabulation (S-Sheets)
 13. Special Details, if necessary (U-Sheets)
 14. Final Cross Sections from SE Sharon Drive to SE Trilein Drive (W-Sheets)
- iii. The Engineer shall prepare bid documents that will include the Owner's front-end documents modified to support the Project. The SUDAS Standard Specifications and Owner's Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
 - iv. Provide internal QA/QC of the Project.
 - v. Provide 90% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
 - vi. Furnish a copy of the check plans, specifications, and bid documents of the Project to the Owner for review.
- B. Final 100% Plans and Specifications
- i. Upon receipt of the 90% (Check) plan and specification review and comments by the Owner, the Engineer shall incorporate comments and complete the plans, specifications, and bid documents for the project bid letting of the Phase 1 project.
 - ii. The Engineer will prepare and submit the Water Main permit to the Iowa Department of Natural Resources. The Engineer will pay all permit fees, publication fees, and other associated fees.
 - iii. NPDES Storm Water Permit
 1. 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 using the Owner's SWPPP template. The Owner is responsible for implementation during construction.
 2. The Engineer will pay all permit fees, publication fees, and other associated fees.
 3. 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.
 - iv. 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.
- C. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VIII. Bidding Phase Services**A. Bid Documents**

- i. Furnish plans, specifications, and contract documents of the Project to the Owner and prospective bidders via upload to QuestCDN.
- ii. Issue addenda as appropriate to clarify, correct, or change bidding documents.

B. Advertising

- i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

C. Bid Opening

- i. The Project will be let by the Owner and the Engineer will:
 1. Attend bid opening
 2. Confirm as bid prices
 3. Prepare tabulation of construction bids
 4. Prepare Contract and PPM Bond forms
 5. Recommend award of contract to the Owner

Bidding phase is considered complete when the Project is presented to City Council for award and approval.

IX. Construction Services

A. Construction services shall be performed under separate Agreement or Amendment.

X. Deliverables

- A. Preliminary Design Drawings (11" x 17") – Electronic Copy and Five (5) Hard Copies
- B. Engineer's Preliminary Opinion of Probable Construction Cost
- C. Final Construction Drawings (11" x 17") – Electronic Copy and 5 Hard Copies
- D. Front End Documents and Special Provisions – Electronic Copy and 5 Hard Copies
- E. Engineer's Final Opinion of Probable Construction Cost
- F. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

XI. Fee Schedule (Hourly Not to Exceed)

	Task	Streets	Storm Sewer	Sanitary Sewer	Water	Total
A.	Project Admin. & Coord.	\$6,897.50	\$4,077.50	\$4,077.50	\$4,077.50	\$19,130.00
B.	Topo. Survey and Data Collection					Completed
C.	Geotech. Eng. (Sub)	--	--	\$7,000.00	---	\$7,000.00
D.	Preliminary Design Services	\$26,176.25	\$11,281.25	\$8,086.50	\$9,806.25	\$55,350.00
E.	Project Information Meeting	\$875.00	\$875.00	\$875.00	\$875.00	\$3,500.00
F.	Final Design Services	\$19,816.70	\$10,241.65	--	\$10,981.65	\$41,040.00
G.	Bidding Phase Services	\$1,203.60	\$1,168.20	--	\$1,168.20	\$3,540.00
H.	<u>Construction Services</u>					<u>By Amendment</u>
I.	Total	\$54,969.05	\$27,643.60	\$20,038.75	\$26,908.60	<u>\$129,560.00</u>

JEO Consulting Group, Inc. SCOPE OF SERVICES

XII. 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	December 8, 2020
ii. Preliminary Plan Design	Dec. 8, 2020 – April 19, 2021
iii. Preliminary Plans to Owner for Review (3 weeks)	April 19, 2021
iv. Preliminary Plan Comments to Engineer	May 10, 2021
v. Project Information Meeting	June 15, 2021
vi. Final Plan and Contract Document Design	June 16, 2021 – Sept. 6, 2021
vii. Final Plans and Contract Docs to Owner for Review (3 weeks)	September 6, 2021
viii. Final Plans and Contract Document Comments to Engineer	October 4, 2021
ix. Final Design Completed – Contract Documents to Owner	October 25, 2021
x. Project Bid Letting	November 30, 2021
xi. Contract Award	December 6, 2021
xii. Phase 1 Construction Begins	Approximately April 1, 2022

* 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

XIII. Additional Services Not Included in the Proposal

- A. Phase 2 Final Design and Bidding Services.
- B. Existing pavement cores.
- C. Grant Administration.
- D. Preparation and/or review of environmental studies including wetlands or cultural 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.

XIV. Owner's Responsibilities

- A. Provide timely plan reviews and the Engineer with all criteria and full information as to requirements for the project.
- B. Perform and provide the Engineer with existing pavement cores along SE 3rd Street.
- C. Televised videos and report of the existing sanitary sewer.
- D. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
- E. Give prompt written notice to Engineer of any hazardous environmental conditions.
- F. 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.
- G. Provide a room/location for the Project Information Meeting.
- H. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
- I. Provide a designated authorized project representative.
- J. Attend meetings, if necessary, with each property owner located along the project corridor.
- K. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
- L. 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.



JANUARY 1, 2020

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$150.00	-	\$280.00
Project Engineers/Architects:	\$125.00	-	\$225.00
Project Engineers (E.I.):	\$105.00	-	\$125.00
Designer:	\$155.00	-	\$185.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$190.00	-	\$285.00

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.

City of Ankeny Insurance Requirements for Professional Services

1. JEO Consulting Group, 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 D

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

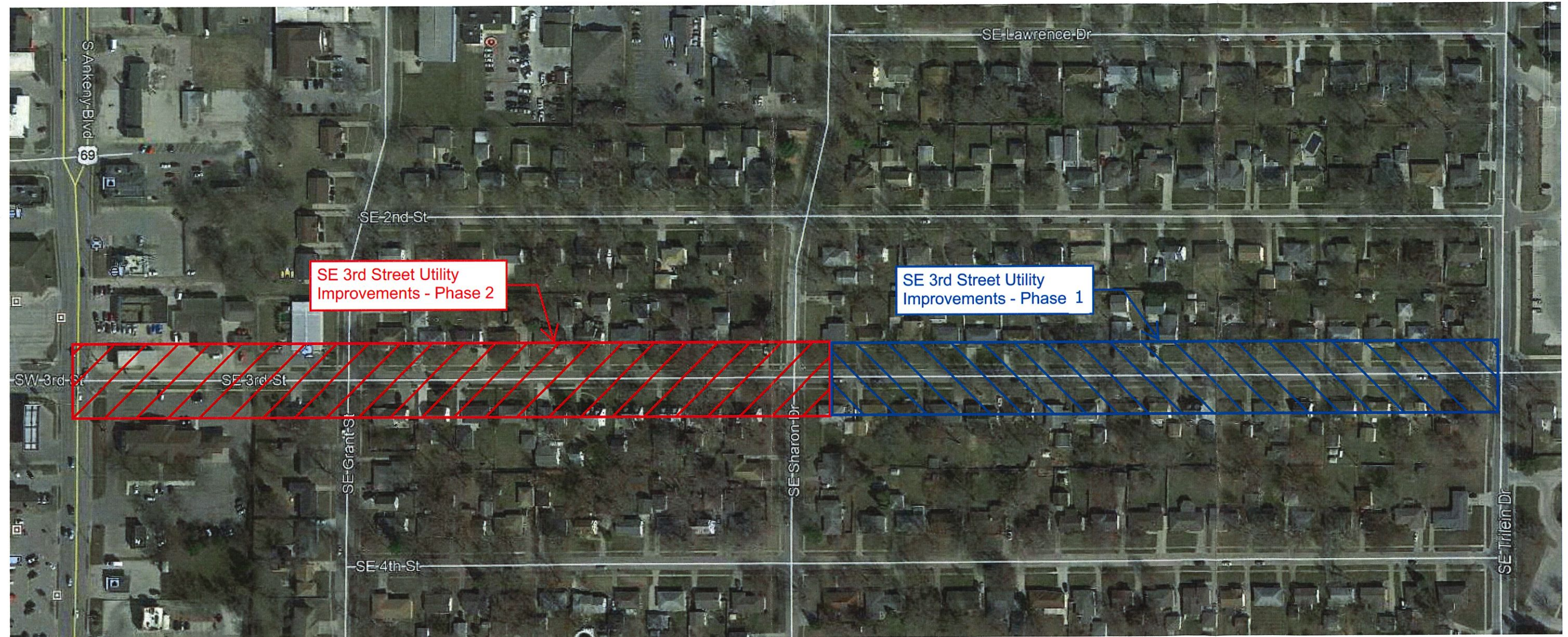
\$ 2,000,000

- 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 E - Project Location Map



This is **EXHIBIT F**, consisting of 3 pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: June 7, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with Sanitary Sewer Design services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

- G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Trilein Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Trilein Drive intersection with a replacement manhole just West of the intersection. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and evaluated for possible major manhole adjustment design to accommodate self-leveling castings. The proposed sanitary sewer will also be tied into the existing sanitary sewer that runs along the centerline of SE Sharon Drive. Sanitary sewer service stubs will be designed and included for each property along the corridor that has an existing sanitary sewer service stub. All proposed sanitary sewer is expected to be 15-inch, but will match existing sanitary sewer capacity, as indicated by City of Ankeny.

Exhibit A – Scope of Service, Section V, Preliminary Design Services

Replace the following subsection to read:

- x. Sanitary Sewer Plan and Profile (MSA-Sheets)
 - 1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Trilein Drive will be replaced with a 15-inch sanitary sewer size to match the existing capacity.

Exhibit A – Scope of Service, Section VII, Final Design Services

Add the following subsection to Section A.ii.:

- 15. Sanitary Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MSA-Sheets)

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Original Agreement</i>	<i>Amendment #1</i>	<i>Total</i>
A. Project Administration and Coordination	\$19,130.00	\$1,345.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$55,350.00	\$6,740.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$41,040.00	\$3,800.00	\$ 44,840.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services			By Amendment
Total	\$129,560.00	\$11,885.00	\$141,445.00

Exhibit A – Scope of Service, Section XII, Timeline

Replace 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. Notice to Proceed 12/08/2020
 - ii. Preliminary Plan Design 12/08/2020 - 05/28/2021
 - iii. Preliminary Plans to Owner for Review 05/28/2021
 - iv. Preliminary Plan Comments to Engineer 06/21/2021
 - v. Project Information Meeting 07/20/2021
 - vi. Final Plan and Contract Document Design 06/21/2021 - 09/13/2021
 - vii. Final Plans and Cont. Docs to Owner for Review 09/13/2021
 - viii. Final Plans and Contract Doc Comments to Engineer 10/11/2021
 - ix. Final Design Completed - Contract Docs to Owner 11/08/2021
 - x. Project Bid Letting 12/14/2021
 - xi. Contract Award 12/20/2021
 - xii. Phase 1 Construction Begins Approximately 04/01/2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, Iowa

By: 

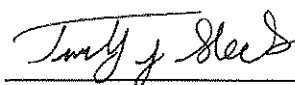
Print

Name: ~~Gary Lorenz~~ Mark Holm

Title: Mayor Pro tem

Date Signed: 6.7.21

ENGINEER: JEO Consulting Group, Inc.

By: 

Print

Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 05-14-2021

This is **EXHIBIT G**, consisting of 5 pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: March 7, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with the design of ADA compatible sidewalk ramps on the East side of SE 3rd Street and SE Trilein Drive intersection, and construction services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

- C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street, including the design of ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.

Exhibit A – Scope of Service, Section VII, Final Design Services

Replace the following subsection to read:

A.ii.12. Sidewalk Layout and Tabulation (S-sheets)

- 1. Include ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection.

Exhibit A – Scope of Services, Section IX, Construction Services

Replace the text to read:

A. Construction Administration

- i. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies.
- ii. The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the project scope and intent, details of construction, contract requirements, and project schedule prior to construction.
- iii. The Engineer shall review shop drawings and other applicable submissions from the Contractor for compliance with the construction contract. Provide reviewed shop drawings to owner and contractor. Provide a shop drawing log to the owner.
- iv. The engineer shall review requests for information/clarifications on design and materials.
- v. The Engineer shall conduct on-site bi-weekly construction meetings with the Contractor.
- vi. The Engineer shall review, make recommendations, and prepare change orders.
- vii. The Engineer shall prepare partial payment applications, change orders and make recommendations to the Owner for their acceptance.
- viii. The Engineer shall review the project to determine completion in substantial conformance with the contract documents and recommend acceptance to owner.
- ix. The Engineer shall provide a certificate of completion for the project using the Owners template.

B. Construction Staking (Requires 48-hour notice)

- i. The Engineer shall provide all construction staking for the Project. The Construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
- ii. Detail staking to be provided
 - i. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).
 - ii. Existing pavement removals and construction limits (100' intervals and points of deflection).
 - iii. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
 - iv. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
 - v. Sanitary sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim elevations).
 - vi. Hydrant locations, water main pipe, water critical crossings, structures and adjustments (Centerline pipe, top of pipe elevations, hydrant structure offsets).
 - vii. Roadway pavement pave-thrus and intersection back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
 - viii. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
 - ix. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height). Set stakes for locations of sidewalk curbs.
 - x. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning

space/level operating locations, corner offsets with elevations).

- xi. Roadway lighting (Center of pole locations) for relocation of wood poles back into existing ROW post-construction.
- xii. Pole locations for reinstallation of street signs.

C. Resident Project Representation

- i. The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observations will be performed full time, approximately 7 hours per day, for most construction tasks unless otherwise noted herein.
- ii. The Resident Project Representative shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.
- iii. The Resident Project Representative will review the Contractor's work for general compliance with the plans and specifications.
- iv. The Resident Project Representative shall verify materials delivered to the site by the Contractor are in accordance with the plans and specifications. Resident Project Representative reserves the right to reject any inappropriate or damaged materials. Resident Project Representative shall verify inappropriate or damaged materials are not incorporated into Project.
- v. The Resident Project Representative shall immediately notify Engineer and Owner if they observe or have reason to believe the Contractor's construction methods or materials used do not meet the specifications. This may include the RPR, Engineer, or Owner directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- vi. The Resident Project Representative shall observe proof rolls and spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The Resident Project Representative shall observe moisture and density tests.
- vii. The Resident Project Representative shall observe traffic control operations to ensure general compliance with the Contract Documents.
- viii. The Resident Project Representative shall prepare a weekly report of working days using the Owners template.
- ix. The Resident Project Representative shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- x. The Resident Project Representative shall provide full-time observation for the construction of sanitary sewer and service construction, including observation of trench compaction, manhole pressure testing, review of televising, and spot-checking line and grade.
- xi. The Resident Project Representative shall provide full-time observation for the construction of storm sewer and footing drain installation including periodic spot checks of line and grade, and observe trench compaction testing. the Resident Project Representative will review televising videos of the storm sewer and footing drain and will provide a list of observed deficiencies.
- xii. The Resident Project Representative shall provide full-time observation for the construction of temporary and permanent water main and service construction, including

observing trench compaction, spot check line and grade, bacterial testing and pressure testing.

- xiii. The Resident Project Representative shall be on-site full-time during roadway and sidewalk paving operations. The Resident Project Representative shall observe onsite plastic concrete testing operations and collect results. The result shall be provided to the Engineer and the Owner.
- xiv. The Resident Project Representative shall observe painted pavement markings installation.
- xv. The Resident Project Representative shall observe sawing and sealing of joints, where applicable.
- xvi. The Resident Project Representative shall periodically observe all surface restoration.

D. Monument Preservation

- i. The Engineer shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office. Assumes restoration of one monument.

E. Post-Construction Services

- i. The Resident Project Representative shall perform a project walkthrough with the Owner and Contractor and review the project to determine if it has been completed in substantial conformance with the plans, specifications, and other contract documents and recommend acceptance to the Owner.
- ii. The Resident Project Representative shall assist the Owner in developing a final punch list and verify completion of items for acceptance.
- iii. The Resident Project Representative shall prepare and furnish as-built record drawings and XYZ data files of the Project in accordance with the Client's Post-Construction Submittal Requirements. The as-built drawings shall include storm, sanitary, and water main above ground structure location data and underground utility location data from construction phase, including XYZ locations of water main fittings, bends. The Resident Project Representative shall complete Owner's ADA Sidewalk Certification forms.
- iv. The Resident Project Representative shall provide copies of field sketches, logs, etc. to Owner.

Exhibit A – Scope of Service, Section X, Deliverables

Add text to read:

- G. ADA Sidewalk Certification Forms using Owners template
- H. Televising videos, reports
- I. Material submittals and log
- J. Testing reports and documents
- K. Weekly working day reports
- L. Field sketches and observation log book(s)
- M. Record drawing submittals per Owner's submittal requirements

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #1 Total</i>	<i>Amendment #2</i>	<i>Total</i>
A. Project Administration and Coordination	\$20,475.00	\$ 0.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$62,090.00	\$ 0.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$44,840.00	\$2,620.00	\$ 47,460.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services	\$ 0.00	\$163,500.00	\$163,500.00
Total	\$141,445.00	\$166,120.00	\$307,565.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, IowaENGINEER: JEO Consulting Group, Inc.By: By: 

Print

Print

Name: Mark E. HolmName: Rob Haaland, PETitle: MayorTitle: Project ManagerDate Signed: 3/7/22Date Signed: 02/25/2022

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: February 20, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional work completed during the Construction Administration and Resident Project Representation tasks, and additional Resident Project Representation due to additional working days added via Change Order. An itemized breakdown is shown below. Additionally, JEO Consulting Group has agreed to cover 50% of the price listed for Item #12.07 on Change Order No. 3, therefore, the total dollar amount included on this Amendment will be reduced by the agreed cost share amount.

- | | |
|--|--------------|
| 1) Preconstruction Coordination with MidAmerican: | \$9,720.00 |
| 2) Additional Shop Drawing Reviews: | \$4,175.00 |
| 3) Additional Inspection required prior to 11/04/2022: | \$6,415.00 |
| 4) Additional Working Days from Change Orders: | \$6,145.00 |
| 5) Cost Share for Item #12.07 on Change Order No. 3: | (\$9,990.00) |

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section IX, Construction Services

Add the following Subsections:

A. Construction Administration

- x. Pre-Construction coordination with MidAmerican Energy for utility relocations.

C. Resident Project Representation

- xvii. Provide Resident Project Representation for 6.5 additional Working Days added via Change Orders.

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

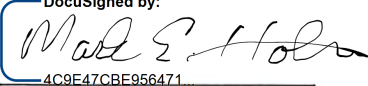
Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #2 Total</i>	<i>Amendment #3</i>	<i>Total</i>
A. Project Administration and Coordination	\$ 20,475.00	\$ 0.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$ 62,090.00	\$ 0.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$ 47,460.00	\$ 0.00	\$ 47,460.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services	\$163,500.00	\$16,465.00	\$179,965.00
Total	\$307,565.00	\$16,465.00	\$324,030.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

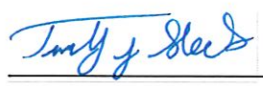
By: 
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Print
Name: Mark E. Holm

Title: Mayor

Date Signed: 2/20/23

ENGINEER: **JEO Consulting Group, Inc.**

By: 

Print
Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 01/27/2022 2023

This is **EXHIBIT I**, consisting of 2 pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: August 7, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional Resident Project Representation and Construction Administration due to additional working days added via Change Order. An itemized breakdown is shown below.

1) Additional Working Days from Change Order #4 (24 days): \$16,990.00

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section IX, Construction Services

Add the following Subsections:

C. Resident Project Representation

- xviii. Provide Resident Project Representation for 24 additional Working Days added via Change Order #4.

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

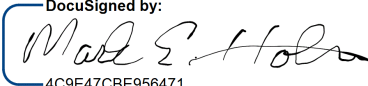
Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #3 Total</i>	<i>Amendment #4</i>	<i>Total</i>
A. Project Administration and Coordination	\$ 20,475.00	\$ 0.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$ 62,090.00	\$ 0.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$ 47,460.00	\$ 0.00	\$ 47,460.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services	\$179,965.00	\$16,990.00	\$196,955.00
Total	\$324,030.00	\$16,990.00	\$341,020.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, and Exhibit H.

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: 
DocuSigned by:
4C9E47CBE956471

By: 

Print
Name: Mark E. Holm

Print
Name: Timothy Sheets, PE

Title: Mayor

Title: Project Manager

Date Signed: 8/7/23

Date Signed: 07/20/2023

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional Construction Administration and Resident Project Representation due to the contractor exceeding the number of Working Days included in the construction contract and subsequent change orders.

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section IX, Construction Services

Add the following Subsections:

A. Construction Administration

- xi. Attend weekly construction meetings for 83 additional Working Days due to the Contractor exceeding the number of contractual Working Days.
- xii. Prepare pay applications for 83 additional Working Days due to the Contractor exceeding the number of contractual Working Days.

C. Resident Project Representation

- xix. Provide Resident Project Representation for 83 additional Working Days due to the Contractor exceeding the number of contractual Working Days.

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #4</i>		<i>Amendment #5</i>	<i>Total</i>
	<i>Total</i>			
A. Project Administration and Coordination	\$ 20,475.00	\$ 0.00		\$ 20,475.00
B. Topo. Survey and Data Collection				Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00		\$ 7,000.00
D. Preliminary Design Services	\$ 62,090.00	\$ 0.00		\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00		\$ 3,500.00
F. Final Design Services	\$ 47,460.00	\$ 0.00		\$ 47,460.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00		\$ 3,540.00
H. Construction Services	\$ 196,955.00	\$ 67,870.00		\$ 264,825.00
Total	\$ 341,020.00	\$ 67,870.00		\$ 408,890.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and Exhibit I.

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: _____

Title: _____

Date Signed: _____

By:  _____
 Print
 Name: Michael Mitchell, PE

Title: Transportation Senior EngineerDate Signed: 12/19/2023



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

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 \$30,320.01 with McClure Engineering Company for construction services on the NW Irvinedale Drive Transmission Main - Phase 3 project.

EXECUTIVE SUMMARY:
The scope of the construction 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 6, 2020, is attached for reference. I am also including Amendment No. 1 which was approved on February 1, 2021.

McClure Engineering Company completed the design of the NW Irvinedale Drive Transmission Main - Phase 3 project and they have provided construction services for this project as well. This amendment is due to construction issues that arose on this project including multiple leaking joints on transmission main causing the excavation and reinstallation of approximately 300 lineal feet of 24" transmission main. This additional funding is essentially being paid by McAninch as there is a change order to reduce their contract

by this same amount. This amount of \$30,320.01 is the total for engineering services related to finding the leaking joints, working with McAninch and the City to resolve issues, observe the removal and replacement of 300 lineal feet of new main, and the subsequent testing of that main. This project has taken a long time to reach this point and through working with the contractor and the consultant we have finally reached the point of project closure. This is one of the steps of project closure.

The original Professional Services Agreement for design engineering services was \$160,700.00. Adding Amendment No. 1 to the Professional Services Agreement increased the total contract amount by \$180,450.00. This amendment will increase the project total by another \$30,320.01, bringing the project to have a total of \$371,470.01.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with McClure Engineering Company in the amount of \$30,320.01 for the NW Irvinedale Drive Transmission Main - Phase 3 project.

FISCAL IMPACT: No

The NW Irvinedale Drive Transmission Main - Phase 3 project construction was included in the City of Ankeny's then current CIP and is anticipated in 2022, but is finally able to be closed out in January, 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with McClure Engineering Company in the amount of \$30,320.01 for the NW Irvinedale Drive Transmission Main - Phase 3 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #2
 Amendment #1
 Professional Services Agreement

**AMENDMENT NO. 2
AGREEMENT TO THE ENGINEERING SERVICES
IRVINEDALE DRIVE TRANSMISSION MAIN – PHASE 3
ANKENY, IOWA**

This Amendment is made on the _____ day of January, 2024, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Engineer**") and the **City of Ankeny, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Amendment and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'.

It is the intent of the Owner to revise the previous Agreement to add the following Scope Items and Fees, which were not included in the original Agreement: Additional Services – Water Leak Repairs to the Irvinedale Drive Transmission Main – Phase 3 project.

This Amendment authorizes the **Engineer** and establishes fees for the phases stated below.

2. The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

Item	Included	Not Included
R. Additional Services – Water Leak Repairs		
1. Additional construction administration and resident project representative services to identify, correct, and observe installation of repairs to correct water leaks identified after construction was completed.	☒	☐
2. Additional project management and administration to negotiate construction contract deduct on behalf of Owner.	☒	☐

3. Fee Schedule:

Fees for Services are shown below:

R. Construction Administration..... T&M, NTE \$ 30,320.01
Total Amendment: \$ 30,320.01

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
5. This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
6. This Amendment is subject to all the Terms and Conditions listed on the following pages.

Project No.: 200478
 Project Name: Irvinedale Drive Transmission Main – Phase 3
 Project Manager: Gary Brons

Exhibits		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	☒	☐
Exhibit 'B'	Expanded Project Scope	☒	☐
Exhibit 'C'	Preliminary Construction Phase Schedule	☒	☐
Exhibit 'F'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☒	☐

SPECIAL INSTRUCTIONS:

**OWNER: CITY OF ANKENY
 ANKENY, IOWA**

**ENGINEER: MCCLURE ENGINEERING COMPANY
 CLIVE, IOWA**

Signed: _____

Signed: 
 Gary Brons

Title: _____

Title: Vice President – Water

Phone: _____

Phone: 515.964.1229

Email: _____

Email: gbrons@mcclurevision.com

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

INSURANCE: The Engineer shall maintain insurance to protect the Engineer from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Engineer is legally liable. The amounts and extent of such insurance are as follows:

1. Professional Liability: \$1,000,000 each, \$2,000,000 annual aggregate
2. Vehicle Coverage: \$ Combined Single Limit, \$1,000,000 each
3. Worker's Compensation: \$1,000,000 each, \$1,000,000 each employee
4. General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess/Umbrella Liability: \$5,000,000 each, \$5,000,000 aggregate

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

Effective 10/10/18

EXHIBIT A

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective 1/1/2023 through 12/31/2023)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT 'B'

EXPANDED PROJECT SCOPE AMENDMENT NO. 1 – CONSTRUCTION PHASE SERVICES

Construction of 24-inch PVC Water Main, Ankeny, Iowa

Amended Scope of Engineering Services:

The Original Scope of Engineering Services for the Project was described as follows:

Part 2: Construction Phase Services: Shall include Project Management during construction phase of the project. Services include acting on behalf of Owner during construction phase to monitor progress and construction activities performed by contractor as outlined in the project plans and specifications. Engineer will attend monthly project progress meetings, (total of 10 meetings is anticipated) including preconstruction meeting documented by agenda with minutes. Engineer will perform services on the Owner's behalf to receive and answer questions from contractor, interpret contract documents, review compliance with SRF requirements, review and track submittals, review contractor's application for payments, and act as Owner's representative during construction phase services. Engineer will monitor contractors work to confirm work is performed in compliance with contract documents and technical specifications. Services include part time Resident Project Representative (RPR) Services during construction. Previously completed Geotechnical Coordination Services have been included in Amendment No. 1. In conjunction with the Owner's representative, it was determined during design phase services that site geotechnical investigation was necessary in the completion of design phase services. Following completion of construction, Engineer's work will include development and delivery of record drawings.

The preliminary construction phase schedule is included in Exhibit 'C'.

EXHIBIT 'C'

PRELIMINARY CONSTRUCTION PHASE SCHEDULE

<u>MILESTONE</u>	<u>PRELIMINARY CONSTRUCTION PHASE SCHEDULE</u>
Council Receive Bids and Award Contract	Monday, January 18 th , 2021
Council Approves Construction Contract	Monday, February 1, 2021
Council Approves Construction Phase Engineering Services Amendment No. 1	Monday, February 1, 2021
Notice to Proceed Issued	March 1, 2021 - April 15, 2021
Final Completion	August 4, 2021 - October 21, 2021

Exhibit F: A Listing of The Duties, Responsibilities and Limitations of Authority of The Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **ENGINEER** in **ENGINEER**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

B. Duties and Responsibilities of RPR

1. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre- construction conferences, progress meetings, job conferences and other project- related meetings.
2. *Liaison:*
 - a. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - b. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.
6. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
7. *Modifications:* Consider and evaluate **CONTRACTOR**'s suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to **CONTRACTOR** decisions as issued by **OWNER**.

8. *Records:*
- a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording **CONTRACTOR** hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - c. Record names, addresses and telephone numbers of all **CONTRACTORS**, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
- a. Furnish **OWNER** periodic reports as required of progress of the Work and of **CONTRACTOR's** compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from **CONTRACTOR** and recommend to **ENGINEER** Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to **OWNER** upon occurrence of any accident.
10. *Payment Requests:* Review applications for payment with **CONTRACTOR** for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by **CONTRACTOR** are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
2. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of **CONTRACTOR**, subcontractors or **CONTRACTOR's** superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than **CONTRACTOR**.
7. Shall not authorize **OWNER** to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

**AMENDMENT NO. 1
AGREEMENT TO THE ENGINEERING SERVICES
IRVINEDALE DRIVE TRANSMISSION MAIN – PHASE 3
ANKENY, IOWA**

This Amendment is made on the _____ day of February, 2021, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Engineer**") and the **City of Ankeny, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Amendment and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'.

It is the intent of the Owner to revise the previous Agreement to add the following Scope Items and Fees, which were not included in the original Agreement: Construction Administration, Construction Staking, Resident Project Representative, Geotechnical Engineering Coordination Record Drawings, and additional meetings to the Irvinedale Drive Transmission Main – Phase 3.

This Amendment authorizes the **Engineer** and establishes fees for the phases stated below.

2. The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

Item	Included	Not Included
I. <u>Construction Administration</u> 1. Provide general administration of construction contract as Owner's representative. 2. Visit site of construction at appropriate stages of construction to observe the Contractors work. 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Attend Construction Progress Meetings. 8. On-line construction photos and documentation	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
J. <u>Construction Staking</u> 1. Establish Field Controls 2. Stake Construction Control Points	☒ ☒	☐ ☐
K. <u>Resident Project Representative</u> 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	☒	☐
M. <u>Geotechnical Engineering Coordination</u> 1. Prepare Request for Proposal for Geotechnical Firms (soil borings) 2. Review Proposals and make Recommendation of Award 3. Hire and manage subconsultant and geotechnical investigation	☒ ☒ ☒	☐ ☐ ☐
O. <u>Record Drawings</u> 1. As-Built Record Drawings (2 Hard Copies & 1 Electronic Copy Included) 2. Additional Hard Copies - 1 EA @ \$100.00 3. Additional Electronic Copies - 1 EA @ \$25.00	☒ ☒ ☒	☐ ☐ ☐
Q. <u>Additional Meetings</u> 1. Additional project meeting (1), other than specified above.	☒	☐

3. Fee Schedule:

Fees for Services are shown below:

I. Construction Administration	T&M, NTE	\$ 49,250.00
J. Construction Staking	T&M, NTE	\$ 8,700.00
K. Resident Project Representative	T&M, NTE	\$ 106,000.00
M. **Geotechnical Engineering	T&M, NTE	\$ 8,550.00
O. Record Drawings	T&M, NTE	\$ 5,150.00
Q. Additional Meetings	T&M, NTE	\$ 2,800.00
Total Amendment:		\$ 180,450.00

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

** Geotechnical Engineering Coordination completed during Design Phase.

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
- This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.

Project No.: 200478
Project Name: Irvinedale Drive Transmission Main – Phase 3
Project Manager: Mark Griffin

6. This Amendment is subject to all the Terms and Conditions listed on the following pages.

Exhibits		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	☒	☐
Exhibit 'B'	Expanded Project Scope	☒	☐
Exhibit 'C'	Preliminary Construction Phase Schedule	☒	☐
Exhibit 'F'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☒	☐

SPECIAL INSTRUCTIONS:

OWNER: CITY OF ANKENY
ANKENY, IOWA

Signed: _____

Title: _____

Phone: _____

Email: _____

ENGINEER: MCCLURE ENGINEERING COMPANY
CLIVE, IOWA

Signed:  _____
Derick Anderson, P.E.

Title: Vice President

Phone: 515.964.1229

Email: danderson@mecresults.com

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

INSURANCE: The Engineer shall maintain insurance to protect the Engineer from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Engineer is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability: \$1,000,000 each, \$2,000,000 annual aggregate
2. Vehicle Coverage: \$ Combined Single Limit, \$1,000,000 each
3. Worker's Compensation: \$1,000,000 each, \$1,000,000 each employee
4. General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess/Umbrella Liability: \$5,000,000 each, \$5,000,000 aggregate

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

Effective 10/10/18

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2021*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$180 - \$220
Senior Professional	\$180 - \$275
Professional	\$150 - \$180
Junior Professional	\$120 - \$150
Senior Technician	\$130 - \$170
Technician	\$110 - \$130
Landscape Architect	\$120 - \$150
Field Crew Personnel	\$90 - \$120
On-Site Representative	\$110 - \$150
Client/Project Liason	\$130 - \$180
Administrative	\$60 - \$80

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



EXHIBIT 'B'

EXPANDED PROJECT SCOPE AMENDMENT NO. 1 – CONSTRUCTION PHASE SERVICES

Construction of 24-inch PVC Water Main, Ankeny, Iowa

Amended Scope of Engineering Services:

The Original Scope of Engineering Services for the Project was described as follows:

Part 2: Construction Phase Services: Shall include Project Management during construction phase of the project. Services include acting on behalf of Owner during construction phase to monitor progress and construction activities performed by contractor as outlined in the project plans and specifications. Engineer will attend monthly project progress meetings, (total of 10 meetings is anticipated) including preconstruction meeting documented by agenda with minutes. Engineer will perform services on the Owner's behalf to receive and answer questions from contractor, interpret contract documents, review compliance with SRF requirements, review and track submittals, review contractor's application for payments, and act as Owner's representative during construction phase services. Engineer will monitor contractors work to confirm work is performed in compliance with contract documents and technical specifications. Services include part time Resident Project Representative (RPR) Services during construction. Previously completed Geotechnical Coordination Services have been included in Amendment No. 1. In conjunction with the Owner's representative, it was determined during design phase services that site geotechnical investigation was necessary in the completion of design phase services. Following completion of construction, Engineer's work will include development and delivery of record drawings.

The preliminary construction phase schedule is included in Exhibit 'C'.

EXHIBIT 'C'

PRELIMINARY CONSTRUCTION PHASE SCHEDULE

<u>MILESTONE</u>	<u>PRELIMINARY CONSTRUCTION PHASE</u> <u>SCHEDULE</u>
Council Receive Bids and Award Contract	Monday, January 18 th , 2021
Council Approves Construction Contract	Monday, February 1, 2021
Council Approves Construction Phase Engineering Services Amendment No. 1	Monday, February 1, 2021
Notice to Proceed Issued	March 1, 2021 - April 15, 2021
Final Completion	August 4, 2021 - October 21, 2021

Exhibit F: A Listing of The Duties, Responsibilities and Limitations of Authority of The Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **ENGINEER** in **ENGINEER**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

B. Duties and Responsibilities of RPR

1. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre- construction conferences, progress meetings, job conferences and other project- related meetings.
2. *Liaison:*
 - a. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - b. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the

- Project, record the results of these inspections and report to **OWNER**.
6. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
 7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
 8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
 9. *Reports:*
 - a. Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **ENGINEER** Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to **OWNER** upon occurrence of any accident.
 10. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
 11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
2. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.

7. Shall not authorize **OWNER** to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

AGREEMENT FOR ENGINEERING SERVICES IRVINEDALE DRIVE TRANSMISSION MAIN – PHASE 3 ANKENY, IOWA

This Agreement is made on the 6th day of April, 2020, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "**Engineer**") and the **City of Ankeny, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Agreement and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'. The Project shall be described as:

PROJECT DESCRIPTION:

IRVINEDALE DRIVE TRANSMISSION MAIN – PHASE 3 ANKENY, IOWA

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** Responsibilities).
2. The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

Item	Included	Not Included
A. <u>Iowa DNR Water Supply Permitting</u>		
1. Complete Viability Self Assessment (by Owner).	☐	☒
2. Complete Exhibit 2. Preliminary Engineering Report Checklist.	☒	☐
3. Prepare Exhibit 4. SRF Environmental Review Checklist, if applicable.	☒	☐
4. Preliminary Engineering Report Submittal:	☒	☐
• Cover letter.	☒	☐
• Intended Use Plan (IUP) Application, if applicable.	☒	☐
• Preliminary Engineering Report (3-copies).	☒	☐
• Schedule 3a. Water Systems – Preliminary Data.	☒	☐
• Viability Self-Assessment.	☒	☐
• Exhibit 4. SRF Environmental Review Checklist, if using SRF Funding.	☒	☐
5. DNR Construction Permit Application	☒	☐
6. DNR Construction Permit Application Fee (paid by Owner).	☒	☐
B. <u>Preliminary Design</u>		
1. Conduct Project Kickoff Meeting with Owner.	☒	☐
2. Confirm scope, extent and character of the project.	☒	☐
• Final design criteria	☒	☐
• Preliminary Hydraulic Profiles	☐	☒
• Major equipment list	☒	☐
• Control concepts	☐	☒
• Process Layouts	☐	☒
• Building interior layouts	☐	☒
• Operation & maintenance concepts	☐	☒
• Process piping alignments	☒	☐
• Utility requirements	☒	☐
• Site plans	☒	☐
3. Topographic Survey	☒	☐
4. Prepare revised "Opinion of Probable Costs"	☒	☐
5. Attend meetings necessary to complete Preliminary Design (1-Meeting).	☒	☐
6. Hydraulic Modeling of Distribution System (WaterGEMS).	☐	☒
7. Prepare preliminary plans and specifications for Owner's review.	☒	☐
8. Identify known LUST areas from IDNR and other available records.	☒	☐

Item	Included	Not Included
I. <u>Construction Administration</u> 1. Provide general administration of construction contract as Owner's representative. 2. Visit site of construction at appropriate stages of construction to observe the Contractors work. 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Attend Construction Progress Meetings. 8. On-line construction photos and documentation (Appia)	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
J. <u>Construction Staking</u> 1. Establish Field Controls 2. Stake Construction Control Points	☐ ☐	☒ ☒
K. <u>Resident Project Representative</u> 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	☐	☒
L. <u>Legal Surveys</u> 1. Courthouse Research/Title Search 2. Field Work/Surveying 3. Preparation of Plats/Legal Descriptions	☒ ☒ ☐	☐ ☐ ☒
M. <u>Geotechnical Engineering Coordination</u> 1. Prepare Request for Proposal for Geotechnical Firms (soil borings) 2. Review Proposals and make Recommendation for Award	☐ ☐	☒ ☒
N. <u>Stormwater Pollution Prevention Plan (SWPPP)</u> 1. Preparation of Plan 2. Application for SWPPP permit	☒ ☒	☐ ☐
O. <u>Record Drawings</u> 1. As-Built Record Drawings (2 Hard Copies & 1 Electronic Copy Included) 2. Additional Hard Copies - 1 EA @ \$100.00 3. Additional Electronic Copies - 1 EA @ \$25.00	☐ ☐ ☐	☒ ☒ ☒
P. <u>SRF Loan Application and Other Administrative Services</u> 1. Prepare SRF Applications 2. Pre-award Compliance Review Report. 3. Environmental Review Checklist and Coordination 4. Attend Public Hearing on Finding of No Significant Impact (FONSI). 5. Environmental Assessment. 6. Prepare Outlay Requests. 7. Review of Payroll records 8. Wage interviews 9. Submit Works in Operation Report to IDNR. 10. Submit Loan Closeout to IDNR. 11. Administration of other funding sources (CDBG, RD, Other).	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
Q. <u>Additional Meetings</u> 1. Additional project meeting (1), other than specified above.	☒	☐

3. Fee Schedule:

Fees for Services are shown below:

A. Iowa DNR Water Supply Permitting	T&M, NTE	\$ 8,800.00
B. Preliminary Design	T&M, NTE	\$ 64,600.00
C. Railroad Coordination and Permitting	T&M, NTE	\$ N/A
D. Final Design	T&M, NTE	\$ 47,500.00
E. Land Acquisition	T&M, NTE	\$ N/A
F. Right-of-Way Negotiations	T&M, NTE	\$ N/A
G. Advertising, Bidding, Contract Award	T&M, NTE	\$ 6,500.00
H. Paper Copies of Final Project Documents	T&M, NTE	\$ 400.00
I. Construction Administration	T&M, NTE	\$ TBD
J. Construction Staking	T&M, NTE	\$ TBD
K. Resident Project Representative	T&M, NTE	\$ TBD
L. Legal Surveys	T&M, NTE	\$ 5,200.00
M. Geotechnical Engineering Coordination	T&M, NTE	\$ 2,700.00
N. Stormwater Pollution Prevention Plan (SWPPP)	T&M, NTE	\$ 4,400.00
O. Record Drawings	T&M, NTE	\$ TBD
P. SRF Loan Application and Administrative Services	T&M, NTE	\$ 17,800.00
Q. Additional Meetings	T&M, NTE	\$ 2,800.00
Total Fee:		\$ 160,700.00

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
- This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.

6. This Agreement is subject to all the Terms and Conditions listed on the following pages.

Exhibits		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	☒	☐
Exhibit 'B'	Preliminary Project Scope	☒	☐
Exhibit 'C'	Preliminary Project Schedule	☒	☐
Exhibit 'D'	Preliminary Opinion of Probable Construction Cost	☒	☐
Exhibit 'E'	Owner's Responsibilities	☒	☐
Exhibit 'F'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒

SPECIAL INSTRUCTIONS:

OWNER: CITY OF ANKENY
ANKENY, IOWA

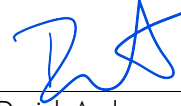
Signed: _____

Title: _____

Phone: _____

Email: _____

ENGINEER: MCCLURE ENGINEERING COMPANY
CLIVE, IOWA

Signed: _____
Derick Anderson, P.E.

Title: Vice President

Phone: 515.964.1229

Email: danderson@mecresults.com

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

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HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

INSURANCE: The Engineer shall maintain insurance to protect the Engineer from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Engineer is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability: \$1,000,000 each, \$2,000,000 annual aggregate
2. Vehicle Coverage: \$ Combined Single Limit, \$1,000,000 each
3. Worker's Compensation: \$1,000,000 each, \$1,000,000 each employee
4. General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess/Umbrella Liability: \$5,000,000 each, \$5,000,000 aggregate

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

Effective 10/10/18

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2020)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative.....	\$80.00
Client Liaison	\$180.00
Engineer I	\$110.00
Engineer II.....	\$140.00
Engineer III.....	\$170.00
Engineer IV	\$210.00
Project Manager I	\$170.00
Project Manager II	\$195.00
Project Coordinator	\$90.00
Principal \$250.00	
Senior Principal	\$295.00
Community Planner I.....	\$135.00
Community Planner II.....	\$225.00
Landscape Architect I	\$100.00
Landscape Architect II	\$135.00
Engineering Tech I	\$85.00
Engineering Tech II	\$105.00
Engineering Tech III	\$125.00
Engineering Tech IV	\$160.00
Land Surveyor I.....	\$130.00
Land Surveyor II.....	\$160.00
On-Site Representative I (OSR I).....	\$105.00
On-Site Representative II (OSR II)	\$145.00
Crew Chief (CC).....	\$120.00
Crew Member (CM)	\$90.00
Intern	\$70.00
Survey Crew	\$200.00

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight.....	\$125.00
Sonar Boat.....	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

EXHIBIT 'B'

PRELIMINARY PROJECT SCOPE

Design of 24-inch PVC Water Main, Ankeny, Iowa

Project Description:

The City of Ankeny is planning to extend their potable water distribution system by constructing new 24-inch PVC water main extensions along NW Irvinedale Road to provide water transmission main needed to provide proper water service the northwest region of the city including commercial and residential properties. The scope of this project includes design of approximately 24-inch diameter potable water main using C900 PVC water main. Work also includes the installation of 2" PVC fiber optic conduit with receiving electrical boxes for future fiber optic cable. Upon completion of the entire scope, the water main will connect the existing water pump station to existing water mains adjacent to a proposed future elevated water tank, and have installed buried PVC electrical type conduit to allow fiber optic system to be installed by others thus allowing communication for city services such as telemetry and traffic control. In order to help prepare for future conditions, the preliminary design phase will include modeling the future roadway corridor which is anticipated to be a three lane roadway cross section with storm sewer. When completed the water main will allow for a water main loop to eliminate a couple of large diameter dead-end water mains, increase water pressure, improve reliability, increase flow, and provide for a long term sustainability water main for many generations to come.

Scope of Engineering Services:

The Scope of Engineering Services for the Project are described as follows:

Part 1: Design and Bidding Phase: This phase will include detailed topographic site survey of project limits for evaluation and alignment selection for proposed 24-inch PVC water main from approximately 9th Street going north along the east side of NW Irvinedale Road to 18th Street, where the main will tie into an existing 24-inch main. The second part of the alignment begins at approximately 500 feet south of 36th Street on the west side, then goes north approximately 500 feet north of 36th Street (open cut) where the main will tee with one leg bored under NW Irvinedale Road to tie in with an existing 24" on the east side of NW Irvinedale Road. The other end of the tee will continue north a couple joints of pipe on the west side of the road where it will end. MEC will assist the City in obtaining bids for geotechnical investigation work for soil borings and applicable soils reports, which MEC will review. Upon receiving accurate existing utility information, geotechnical conditions and elevations, the team will evaluate preliminary alignments, pressure requirements, bedding, and depth profiles for the new 24-inch water main. Alignment evaluation will involve reviewing property boundaries for potential alignments to use existing City rights-of-way as the target corridor for these improvements. The future roadway widening will also be considered in the development of the alignment by modeling the future roadway corridor and preliminary storm sewer sizing. Iowa DNR Permits will be applied for and obtained, which includes applicable SRF application and permitting management for City financing requirements. Pending final alignment, SRF approvals, the State of IDNR construction permits will be required which includes detailed engineering memorandum and complete technical specifications using City's standards, which the team will coordinate. McClure will administer project bidding by printing and delivering all project documents, answering contractor or public questions, attend public hearings and attend the bid letting, and review of bidding and associated review for SRF requirements. Scope includes design meetings 30%, 60%, 90%, and 100%, plus 3 meetings during bidding: prebid, bid opening, bid review. Iowa DNR SRF funding coordination will also include coordination for 36th Street Water Main project for the City which is being designed by others.

Part 2: Construction Phase Services: Construction phase services shall be mutually agreed upon following the design and bidding of the project.

The preliminary project schedule is included in Exhibit 'C'.

EXHIBIT 'C'

PRELIMINARY PROJECT SCHEDULE

<u>MILESTONE</u>	<u>DESIGN DRIVEN SCHEDULE</u>	<u>TYPICAL IDNR SRF FUNDING DRIVEN SCHEDULE</u>
Council Approval of Agreement	Monday, April 6 th , 2020	Monday, April 6 th , 2020
SRF Funding Submittal Date	Monday, June 1 st , 2020	Monday, June 1 st , 2020
SRF Funding Approval Commission Meeting	Tuesday, September 15 th , 2020	Tuesday, September 15 th , 2020
SRF Begin Environmental Review	Monday, June 1 st , 2020	Wednesday, September 16 th , 2020
100% Final Plans, Specs & Bid Docs	Monday, October 5 th , 2020	Monday, October 26 th , 2020
Environmental Review Completed (Cat. Ex.)	Tuesday, December 1 st , 2020	Monday, March 2 nd , 2021
IDNR Construction Permit Approval	Tuesday, December 1 st , 2020	Monday, January 25 th , 2021
Final Plans and Specifications Ready for Bidding	Tuesday, December 1 st , 2020	Monday, March 2 nd , 2021
Bid Opening at City Hall	Wednesday, December 30 th , 2020	Friday, April 2 nd , 2021
Review and Approval of Contract Documents	Monday, February 1 st , 2021	Monday, June 7 th , 2021
Final Completion	Friday, September 24 th , 2021	Friday, December 3 rd , 2021

EXHIBIT 'D'
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

City of Ankeny

Irinedale Drive Transmission Main - Phase III

MEC # 200478

BID ITEM NO.	SUDAS ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
DIVISION 1000 - GENERAL						
1.01	1000-100-X-2	Uncharted Utilities Crossing	20	EA	\$ 500.00	\$ 10,000.00
1.02	1000-100-X-3	Uncharted Utilities Parallel	1,000	LF	\$ 30.00	\$ 30,000.00
DIVISION 2000 - EARTHWORK						
2.01	2010-108-A-0	Clearing and Grubbing	28.7	Units	\$ 30.00	\$ 861.00
2.02	2010-108-B-0	Clearing and Grubbing	0.28	Acres	\$ 12,000.00	\$ 3,415.98
2.03	2010-108-D-0	Strip and Respread Topsoil	1,807	CY	\$ 10.00	\$ 18,074.07
2.04	2010-108-G-0	Subgrade Preparation	179	SY	\$ 2.00	\$ 357.78
2.05	2010-108-I-0	Granular Subbase	179	SY	\$ 7.50	\$ 1,341.67
2.06	2010-108-L-0	Compaction Testing	1	LS	\$ 1,500.00	\$ 1,500.00
DIVISION 3000 - TRENCH EXCAVATION AND BACKFILL						
3.01	3010-108-C-0	Trench Foundation	1611	Tons	\$ 40.00	\$ 64,440.00
3.02	3010-108-F-0	Trench Compaction Testing	1	LS	\$ 1,500.00	\$ 1,500.00
3.03	3010-108-D-0	Replacement of Unsuitable Backfill Material	1,591	CY	\$ 20.00	\$ 31,822.22
DIVISION 4000 - SEWERS AND DRAINS						
4.01	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 12-IN Dia.	147	LF	\$ 40.00	\$ 5,880.00
4.02	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15-IN Dia.	33	LF	\$ 50.00	\$ 1,650.00
4.03	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 18-IN Dia.	220	LF	\$ 55.00	\$ 12,100.00
4.04	4020-108-C-0	Removal of Storm Sewer, Less Than or Equal to 24-IN Dia.	400	LF	\$ 11.00	\$ 4,400.00
4.05	4030-108-B-0	Pipe Apron, 12-IN Dia	2	EA	\$ 550.00	\$ 1,100.00
4.06	4030-108-B-0	Pipe Apron, 15-IN Dia	1	EA	\$ 800.00	\$ 800.00
4.07	4030-108-B-0	Pipe Apron, 18-IN Dia	4	EA	\$ 1,200.00	\$ 4,800.00
4.08	4030-108-C-0	Footings for Concrete Pipe Aprons	7	EA	\$ 1,000.00	\$ 7,000.00
4.09	4030-108-D-0	Pipe Apron Guard	7	EA	\$ 600.00	\$ 4,200.00
DIVISION 5000 - WATER MAINS AND APPURTENANCES						
5.01	5010-108-A-1	Water Main, Trenched, 16-IN, PVC	50	LF	\$ 100.00	\$ 5,000.00
5.02	5010-108-A-1	Water Main, Trenched, 24-IN, PVC	3,530	LF	\$ 140.00	\$ 494,200.00
5.03	5010-108-A-1	Water Main, Trenched, 24-IN, PVC RJ	1,100	LF	\$ 190.00	\$ 209,000.00
5.04	5010-108-A-1	Water Main, Trenchless, 24-IN, PVC	250	LF	\$ 600.00	\$ 150,000.00
5.05	5010-108-C-2	Fittings for Water Distribution System	5,314	LB	\$ 9.00	\$ 47,826.00
5.06	5010-108-D-0	Connect to Existing Water Main	6	EA	\$ 2,500.00	\$ 15,000.00
5.07	5020-108-A-0	Valve, Gate, 24-IN	7	EA	\$ 30,000.00	\$ 210,000.00
5.08	5020-108-A-0	Valve, Gate, 16-IN	2	EA	\$ 11,000.00	\$ 22,000.00
5.09	5020-108-A-0	Valve, Gate, 12-IN	3	EA	\$ 3,750.00	\$ 11,250.00
5.10	5020-108-C	Fire Hydrant Assembly	4	EA	\$ 4,500.00	\$ 18,000.00
DIVISION 6000 - STRUCTURES FOR STORM SEWERS						
6.01	6010-108-A-0	Manhole, Storm Sewer, SW-401, 48-IN Dia	1	EA	\$ 5,000.00	\$ 5,000.00
6.02	6010-108-H-0	Remove Manhole or Intake	1	EA	\$ 500.00	\$ 500.00
DIVISION 7000 - STREETS AND RELATED WORK						
7.01	7010-108-A-0	Pavement, PCC, 8-IN	134	SY	\$ 70.00	\$ 9,380.00
7.02	7010-108-I-0	PCC Pavement Samples and Testing	1	LS	\$ 1,500.00	\$ 1,500.00
7.03	7030-108-A-0	Removal of Sidewalk	211	SY	\$ 5.00	\$ 1,055.00
7.04	7030-108-E-0	Sidewalk, PCC, 6-IN	211	SY	\$ 60.00	\$ 12,660.00
7.05	7030-108-G-0	Detectable Warning	32	SF	\$ 45.00	\$ 1,440.00
7.06	DOT 2312-8260051	Granular Surfacing on Road, Class A Crushed Stone	28	Tons	\$ 35.00	\$ 980.00
7.07	7040-108-H-0	Removal of Pavement	375	SY	\$ 8.00	\$ 3,000.00
DIVISION 8000 - TRAFFIC CONTROL						
8.01	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00
8.02	8010-201-A-3	Composite Handhole and Cover	4	EA	\$ 1,000.00	\$ 4,000.00
8.03	8010-201-B	Conduit, Trenched, PVC, 2 In. Dia. w/Tracer Wire	3,000	LF	\$ 20.00	\$ 60,000.00
8.04	8010-201-B	Conduit, Trenchless, PVC, 2 In. Dia. w/Tracer Wire	300	LF	\$ 40.00	\$ 12,000.00
DIVISION 9000 - SITE WORK AND LANDSCAPING						
9.01	9010-108-A-0	Seeding	3.04	AC	\$ 6,000.00	\$ 18,264.46
9.02	9040-108-A-1	Stormwater Pollution Prevention Plan Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
9.03	9040-108-A-2	Stormwater Pollution Prevention Plan Management	1	LS	\$ 5,000.00	\$ 5,000.00
9.04	9040-108-N-0	Silt Fence, Inlet protection, Erosion Control Items	1	LS	\$ 18,000.00	\$ 18,000.00
DIVISION 11000 - MISCELLANEOUS						
11.01	11010-108-A-0	Construction Survey	1	LS	\$ 5,000.00	\$ 5,000.00
11.02	11020-108-A-0	Mobilization	1	LS	\$ 126,000.00	\$ 126,000.00
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST						\$ 1,706,300.00
CONTINGENCY ALLOWANCE (15%)						\$ 255,945.00
ENGINEERING DESIGN SERVICES (10%)						\$ 170,630.00
ENGINEERING CONSTRUCTION SERVICES (10%)						\$ 170,630.00
ENGINEER'S OPINION OF PROBABLE PROJECT COST						\$ 2,303,560.00

D-1

EXHIBIT 'E'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$14,042.89 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: September 6, 2023 Through: December 6, 2023

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	457,046.53	
Contract Amount to Date: (line 1 ± 2)	\$	5,526,547.53	
Total completed and stored to date:	\$	5,507,234.03	
Retainage: 5 % of Completed Work:	\$	275,361.70	
Total Earned less Retainage:	\$	5,231,872.32	
Less previous applications for payment:	\$	5,217,829.43	
SUBTOTAL	\$		14,042.89

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,042.89

Balance to finish, including retainage: \$ 294,675.20

Contract Time Remaining (If applicable) 2.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction Inc.


Signature

Firm Name

December 18, 2023

Date

Engineer / Consultant Approval:

HR Green, Inc.


Signature

Firm Name

Digitally signed by Tony Babcock
DN: C=US, E=tbabcock@hrgreen.com, O="HR Green, Inc.", CN=Tony Babcock
Location: Ankeny - NE 36th Street
Reason: Pay App 13
Date: 2023.12.18 23:20:21-06'00'

December 18, 2023

Date

City of Ankeny Staff Approval:


Signature

12/19/2023
Date

Submit to: Amy Quartell, P.E. - City Engineer

E-mail: AQuartell@Ankenylowa.gov **Phone:** (515) 965-6448 **Fax:** (515) 965-6448

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 6, 2022	\$ 45,670.77
2	July 5, 2022	\$ 5,766.50
3	July 19, 2022	\$ 110,721.55
4	August 1, 2022	\$ 298,620.34
5	August 15, 2022	\$ 132,339.47
6	September 7, 2022	\$ 501,647.50
7	October 3, 2022	\$ 592,991.19
8	November 7, 2022	\$1,810,935.60
9	January 3, 2023	\$ 501,812.87
10	May 15, 2023	\$ 148,136.73
11	June 19, 2023	\$ 517,582.80
12	September 18, 2023	\$ 551,604.11
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Previous Applications for Payment

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TOTAL \$ 5,217,829.43

Record of Change Orders

No.	Date	Amount
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	December 7, 2022	\$ 40,597.58
5	May 15, 2023	\$ 3,300.00
6	October 16, 2023	\$ 87,010.50
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TOTAL \$ 457,046.53

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	190.00
Added by Change Order:	
Contract Time to Date:	190.00
Time Used to Date:	188.00
Contract Time Remaining:	2.00

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	TOTAL QTY PREVIOUS PERIOD	TOTAL VALUE PREVIOUS PERIOD	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTHWORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	3577	\$ 35,770.00	3577.00	\$ -	-	100.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	1649	\$ 24,735.00	1649.00	\$ -	-	100.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	8208	\$ 65,664.00	8208.00	\$ -	-	100.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00	1,713.80	14,545.80	\$ 8.00	\$ 116,366.40	14545.8	\$ 116,366.40	14545.80	\$ 103,638.40	-	100.00%
2.06	Subgrade Preparation, 6"	SY	13,830.00	3,739.00	17,569.00	\$ 1.50	\$ 26,353.50	17569	\$ 26,353.50	17569.00	\$ 31,606.80	-	100.00%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	10488	\$ 31,464.00	10488.00	\$ -	-	100.00%
2.08	Subbase, Modified, 6"	SY	24,318.00	10,908.60	35,226.60	\$ 12.00	\$ 422,719.20	35226.6	\$ 422,719.20	35226.60	\$ 422,719.20	-	100.00%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00	6.00	\$ 6,000.00	-	100.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	252	\$ 5,292.00	252.00	\$ 5,292.00	-	100.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	663	\$ 9,945.00	663.00	\$ -	-	100.00%
2.13	Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	1.00	\$ -	-	100.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00	(100.00)	-	\$ 8.00	\$ -	0	\$ -	0.00	\$ -	-	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00	(61.20)	68.80	\$ 35.00	\$ 2,408.00	68.8	\$ 2,408.00	68.80	\$ 2,408.00	-	100.00%
2.16	Locating and Repairing Field Tile	STA	30.00	(30.00)	-	\$ 2,200.00	\$ -	0	\$ -	0.00	\$ -	-	0.00%
2.17	CO 01 - SUBGRADE STABILIZATION MATL, POLYMER GRD	SY		2,998.00	2,998.00	\$ 5.50	\$ 16,489.00	2998	\$ 16,489.00	2998.00	\$ 16,489.00	-	100.00%
2.18	CO 03 - Tree Removal	EA		6,050.00	6,050.00	\$ 1.00	\$ 6,050.00	6050	\$ 6,050.00	6050.00	\$ 6,050.00	-	100.00%
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
DIVISION 4- SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00	161	\$ 20,930.00	161.00	\$ 20,930.00	-	100.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class II), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00	679	\$ 63,826.00	679.00	\$ 63,826.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class II), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00	696	\$ 66,816.00	696.00	\$ 66,048.00	-	100.00%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00	225	\$ 27,225.00	225.00	\$ 27,225.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class II), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00	216	\$ 34,128.00	216.00	\$ 34,128.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class II), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00	763	\$ 152,600.00	763.00	\$ 152,600.00	-	100.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00	528	\$ 16,896.00	528.00	\$ 15,232.00	-	100.00%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00	166	\$ 24,236.00	166.00	\$ 24,236.00	-	100.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class II), 44" x 22"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00	188	\$ 50,948.00	188.00	\$ 50,948.00	-	100.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00	4	\$ 10,800.00	4.00	\$ 10,800.00	-	100.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00	4	\$ 18,800.00	4.00	\$ 18,800.00	-	100.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00	1	\$ 715.00	1.00	\$ 715.00	-	100.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00	7	\$ 23,800.00	7.00	\$ 23,800.00	-	100.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00	5124	\$ 153,720.00	5124.00	\$ 102,147.00	-	100.00%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	2.00	\$ 6,000.00	-	100.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 6"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00	12	\$ 6,480.00	12.00	\$ -	-	100.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00	40	\$ 8,440.00	40.00	\$ 7,596.00	-	100.00%
DIVISION 5- WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrainted Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00	120	\$ 11,400.00	120.00	\$ 11,115.00	-	100.00%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1.00	\$ -	-	100.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00	1	\$ 850.00	1.00	\$ 850.00	-	100.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00	(100.00)	1,270.00	\$ 15.00	\$ 19,050.00	1270	\$ 19,050.00	1270.00	\$ 19,050.00	-	100.00%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00	2	\$ 16,000.00	2.00	\$ 16,000.00	-	100.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00	(1.00)	-	\$ 331.00	\$ -	0	\$ -	0.00	\$ -	-	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00	1	\$ 1,563.00	1.00	\$ 1,563.00	-	100.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00	1	\$ 960.00	1.00	\$ 960.00	-	100.00%
5.09	CO 03 -Water Service Removal and Reconnect	LS		1.00	1.00	\$ 6,978.40	\$ 6,978.40	1	\$ 6,978.40	1.00	\$ 6,978.40	-	100.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$ 12,000.00	\$ 24,000.00	2	\$ 24,000.00	2.00	\$ 24,000.00	-	100.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00	1	\$ 6,700.00	1.00	\$ 6,700.00	-	100.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00	9	\$ 67,500.00	9.00	\$ 60,000.00	-	100.00%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$ 13,000.00	\$ 143,000.00	11	\$ 143,000.00	11.00	\$ 156,000.00	-	100.00%
6.06	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$ 21,000.00	\$ 21,000.00	1	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00	1.00	\$ 5,200.00	-	100.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	1.00	\$ 2,200.00	-	100.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	1.00	\$ 1,600.00	-	100.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00	1	\$ 730.00	1.00	\$ -	-	100.00%
DIVISION 7- STREETS AND RELATED WORK													
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	20977	\$ 1,887,930.00	20977.00	\$ 1,749,206.70	-	100.00%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	227	\$ 9,761.00	227.00	\$ 9,761.00	-	100.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	241	\$ 17,834.00	241.00	\$ 10,885.40	-	100.00%
7.04	Granular Shoulder, Type A, 4"	TON	214.00	64.20	278.20	\$ 35.00	\$ 9,737.00	278.2	\$ 9,737.00	278.20	\$ -	-	100.00%
7.05	Removal of Sidewalk	SY	210.00	119.40	329.40	\$ 10.00	\$ 3,294.00	329.4	\$ 3,294.00	329.40	\$ 3,294.00	-	100.00%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	600	\$ 6,000.00	600.00	\$ 6,000.00	-	100.00%
7.07	Sidewalk, PCC, 4"	SY	497.00	19.50	516.50	\$ 57.00	\$ 29,440.50	516.5	\$ 29,440.50	516.50	\$ 29,440.50	-	100.00%
7.08	Sidewalk, PCC, 5"	SY	277.00	22.70	299.70	\$ 63.00	\$ 18,881.10	299.7					

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.22	Grooves Cut for Symbols and Legends	EA	21.00		21.00	\$ 125.00	\$ 2,625.00	21	\$ 2,625.00	21.00	\$ -	-	100.00%
8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00	1	\$ 55,000.00	1.00	\$ 13,750.00	-	100.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00	(16.00)	104.00	\$ 75.00	\$ 7,800.00	104	\$ 7,800.00	104.00	\$ 2,250.00	-	100.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00	10	\$ 750.00	10.00	\$ -	-	100.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00	26	\$ 9,750.00	26.00	\$ 4,125.00	-	100.00%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00	3	\$ 5,250.00	3.00	\$ -	-	100.00%
8.28	551P Arrow Triangular Sign Base Assembly for Type B Sign Assembly	EA	2.00		2.00	\$ 475.00	\$ 950.00	2	\$ 950.00	2.00	\$ -	-	100.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00	4	\$ 8,000.00	4.00	\$ -	-	100.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00	22	\$ 2,750.00	22.00	\$ -	-	100.00%
8.31	CO 03 - I-35 Ramp Signalization	LS	-	1.00	1.00	\$292,152.30	\$ 292,152.30	1	\$ 292,152.30	1.00	\$ 292,152.30	-	100.00%
8.32	CO 04 - Bracket for PTZ Camera	LS	-	1.00	1.00	\$ 1,854.60	\$ 1,854.60	1	\$ 1,854.60	1.00	\$ 1,854.60	-	100.00%
8.33	CO 04 - Painted Symbols and Legends, Temp	EA	-	9.00	9.00	\$ 137.50	\$ 1,237.50	9	\$ 1,237.50	9.00	\$ 1,237.50	-	100.00%
8.34	CO 04 - Painted Pavement Markings, Temp	STA	-	49.70	49.70	\$ 46.75	\$ 2,323.48	49.7	\$ 2,323.48	49.70	\$ 2,323.48	-	100.00%
8.35	CO 05 - (EWO) Traffic Control	EA	-	1.00	1.00	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	1.00	\$ 3,300.00	-	100.00%
DIVISION 9- SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00	1	\$ 500.00	1.00	\$ 500.00	7.70	11.49%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00	6.67	\$ 16,675.00	6.67	\$ 4,775.00	(0.87)	115.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00	18.72	\$ 71,136.00	18.72	\$ 30,742.00	(12.92)	322.76%
9.04	Filter Sock, 9" Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00	175	\$ 350.00	175.00	\$ 350.00	9,075.00	1.89%
9.05	Filter Sock, 12" Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00	0	\$ -	0.00	\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00	0	\$ -	0.00	\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00	0	\$ -	0.00	\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00	90	\$ 6,750.00	90.00	\$ 6,750.00	41.00	68.70%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00	22.82	\$ 1,711.50	22.82	\$ -	19.18	54.33%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00	65	\$ 130.00	65.00	\$ 130.00	7,185.00	0.90%
9.11	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00	0	\$ -	0.00	\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00	0	\$ -	0.00	\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00	1	\$ 600.00	1.00	\$ 600.00	7.70	11.49%
9.14	Inlet Protection Device, Drop-In	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	44	\$ 8,800.00	44.00	\$ 5,600.00	6.00	88.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	0	\$ -	0.00	\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00	28	\$ 700.00	28.00	\$ -	72.00	28.00%
DIVISION 10- DEMOLITION													
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00	1	\$ 37,500.00	1.00	\$ 37,500.00	-	100.00%
DIVISION 11- MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00	1	\$ 500,000.00	1.00	\$ 500,000.00	-	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00	1.00	\$ 7,500.00	-	100.00%
11.04	CO 02 - Telebelt for Concrete Placement	EA	-	1.00	1.00	\$ 4,468.75	\$ 4,468.75	1	\$ 4,468.75	1.00	\$ 4,468.75	-	100.00%
11.03	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00	1.00	\$ 7,500.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,526,547.53

\$ 5,507,234.03

\$ 4,911,816.13

-0.35%



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$52,183.52 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement
Contractor: All-Star Concreate LLC
Address: 4989 NW Johnston Drive, Johnston, IA 50131
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: July 3, 2023 **Vendor #** 9679

Date of Council Meeting: 01/02/24 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 11/01/23 Through: 12/13/23

Contract Summary

Original Contract Amount:	\$	685,785.30	
Net change by Change Orders:	\$	2,787.32	
Contract Amount to Date: (line 1 ± 2)	\$		688,572.62
Total completed and stored to date:	\$	323,005.69	
Retainage: 5 % of Completed Work:	\$	16,150.28	
Total Earned less Retainage:	\$		306,855.41
Less previous applications for payment:	\$		254,671.89
SUBTOTAL			\$ 52,183.52
OTHER CHARGES (Attach an itemized list)			\$ -
##			
CURRENT PAYMENT DUE			\$ 52,183.52
Balance to finish, including retainage:	\$		381,717.21

Contract Time Remaining (If applicable) N/A Completion Date November 10, 2023

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: All-Star Concreate LLC

Signature: William D. Mays Date: 12.21.2023

Engineer / Consultant Approval: Snyder & Associates

Signature: Chris Hahn Date: 12/21/23

City of Ankeny Staff Approval:

Signature: Leslie Hart Date: 12/21/23

Submit to: Leslie Hart
E-mail: Lhart@ankenyiowa.gov Phone: 515-963-3548 Fax: 515-963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, 05-45e	CY	92		92	\$ 50.00	\$ 4,600.00	12.00	\$ 600.00	80.00	92.00	\$ 4,600.00	0	100.00%
2.02	Excavation, Class 10, Waste	CY	291		291	\$ 50.00	\$ 14,550.00	30.00	\$ 1,500.00	247.00	277.00	\$ 13,850.00	14	95.19%
2.03	Subgrade Preparation	SY	1262		1,262	\$ 5.00	\$ 6,310.00		\$ -	733.53	733.53	\$ 3,667.65	528	58.12%
2.04	Subbase, Modified, 6-inch	SY	590		590	\$ 16.00	\$ 9,440.00		\$ -	1,020.73	1,020.73	\$ 16,331.68	(31)	103.10%
2.05	Subbase, Special Backfill, 6 inches	SY	272		272	\$ 15.00	\$ 4,080.00	199.00	\$ 2,985.00	35.00	234.00	\$ 3,510.00	38	86.03%
2.06	Compaction Testing	LS	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	0.25	0.25	\$ 625.00	1	25.00%
2.07	Temporary Granular Surfacing	TON	200		200	\$ 60.00	\$ 12,000.00		\$ -	36.00	36.00	\$ 2,160.00	164	18.00%
SEWERS AND DRAINS														
4.01	Subdrain, Corrugated PVC, 6 In.	LF	130		130	\$ 40.00	\$ 5,200.00		\$ -	119.00	119.00	\$ 4,760.00	11	91.54%
4.02	Subdrain Cleanout, Type B	EA	2		2	\$ 800.00	\$ 1,600.00		\$ -	2.00	2.00	\$ 1,600.00	0	100.00%
STRUCTURES FOR SANITARY AND STORM														
6.01	Manhole Adjustment, Minor	EA	1		1	\$ 2,900.00	\$ 2,900.00	1.00	\$ 2,900.00	0.00	1.00	\$ 2,900.00	0	100.00%
6.02	Connection to Existing Intake	EA	2		2	\$ 800.00	\$ 1,600.00		\$ -	2.00	2.00	\$ 1,600.00	0	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, 10.5 In., C-SUD	SY	1157		1,157	\$ 110.00	\$ 127,270.00	165.67	\$ 20,423.70	994.37	1,170.04	\$ 128,704.40	(13)	101.13%
7.02	PCC Pavement Samples and Testing	LS	1		1	\$ 3,700.00	\$ 3,700.00	1.00	\$ 3,700.00	0.00	1.00	\$ 3,700.00	0	100.00%
7.03	Removal of Sidewalk	SY	346		346	\$ 15.00	\$ 5,190.00	173.00	\$ 2,595.00	173.00	346.00	\$ 5,190.00	0	100.00%
7.04	Sidewalk, PCC, 4 In.	SY	139		139	\$ 70.00	\$ 9,730.00	30.70	\$ 2,149.00	65.90	96.60	\$ 6,762.00	42	69.50%
7.05	Sidewalk, PCC, 6 In.	SY	81		81	\$ 70.00	\$ 5,670.00	59.50	\$ 4,165.00	63.40	122.90	\$ 8,603.00	(42)	151.73%
7.06	Detectable Warnings, Galvanized Steel	SF	120		120	\$ 65.00	\$ 7,800.00	75.00	\$ 4,875.00	30.00	105.00	\$ 6,825.00	15	87.50%
7.07	Pavement Removal	SY	1110		1,110	\$ 25.00	\$ 27,750.00	152.00	\$ 3,800.00	946.33	1,098.33	\$ 27,458.25	12	98.95%
7.08	Asphalt Milling	LS		1	1	\$ 1,650.00	\$ 1,650.00		\$ -	1.00	1.00	\$ 1,650.00	0	100.00%
TRAFFIC CONTROL														
8.01	Traffic Signal	LS	1		1	\$ 234,153.00	\$ 234,153.00		\$ -	0.00	0.00	\$ -	1	0.00%
8.02	Temporary Traffic Signal	LS	1		1	\$ 18,000.00	\$ 18,000.00		\$ -	1.00	1.00	\$ 18,000.00	0	100.00%
8.03	Traffic Signal Removal	LS	1		1	\$ 16,000.00	\$ 16,000.00		\$ -	0.10	0.10	\$ 1,600.00	1	10.00%
8.04	Painted Pavement Markings, Durable	STA	35.5		35.5	\$ 500.00	\$ 17,750.00		\$ -	0.00	0.00	\$ -	36	0.00%
8.05	Painted Symbols and Legends, Durable	EA	1		1	\$ 500.00	\$ 500.00		\$ -	0.00	0.00	\$ -	1	0.00%
8.06	Grooves Cut for Pavement Markings	STA	35.5		35.5	\$ 300.00	\$ 10,650.00		\$ -	0.00	0.00	\$ -	36	0.00%
8.07	Grooves Cut for Symbols and Legends	EA	1		1	\$ 500.00	\$ 500.00		\$ -	0.00	0.00	\$ -	1	0.00%
8.08	Temporary Traffic Control	LS	1		1	\$ 25,500.00	\$ 25,500.00	0.10	\$ 2,550.00	0.40	0.50	\$ 12,750.00	1	50.00%
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	40		40	\$ 225.00	\$ 9,000.00	3.00	\$ 675.00	10.00	13.00	\$ 2,925.00	27	32.50%
8.10	Signal Modifications for Staging	LS	1		1	\$ 2,500.00	\$ 2,500.00	0.25	\$ 625.00	0.75	1.00	\$ 2,500.00	0	100.00%
8.11	Fiber Optic Network Modifications	LS	1		1	\$ 12,500.00	\$ 12,500.00		\$ -	0.00	0.00	\$ -	1	0.00%
SITE WORK AND LANDSCAPING														
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1		0.1	\$ 12,459.00	\$ 1,245.90		\$ -	0.09	0.09	\$ 1,096.39	0	88.00%
9.02	Filter Sock, 12 Inch	LF	456		456	\$ 4.00	\$ 1,824.00		\$ -	0.00	0.00	\$ -	456	0.00%
9.03	Filter Sock, Removal	LF	456		456	\$ 1.00	\$ 456.00		\$ -	0.00	0.00	\$ -	456	0.00%
9.04	Inlet Protection Device, Grate	EA	4		4	\$ 149.50	\$ 598.00		\$ -	0.00	0.00	\$ -	4	0.00%
9.05	Inlet Protection Device, Maintenance	EA	4		4	\$ 79.60	\$ 318.40		\$ -	0.00	0.00	\$ -	4	0.00%
9.06	Hydromulch	AC		0.097	0.097	\$ 11,724.90	\$ 1,137.32	0.097	\$ 1,137.32	0.00	0.097	\$ 1,137.32	0.000	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1		1	\$ 75,000.00	\$ 75,000.00		\$ -	0.50	0.50	\$ 37,500.00	1	50.00%
11.02	Concrete Washout	LS	1		1	\$ 1,000.00	\$ 1,000.00	0.25	\$ 250.00	0.75	1.00	\$ 1,000.00	0	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 688,572.62 PAY PERIOD = \$ 54,930.02

COMPLETED = \$ 323,005.69

46.91%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 18, 2023	\$ 147,174.82
2	October 16, 2023	\$ 42,851.90
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 190,026.72

Record of Change Orders

No.	Date	Amount
1	October 16, 2023	\$ 1,650.00
2	January 16, 2024	\$ 1,137.32
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CHANGE ORDER TOTAL = \$ 2,787.32

Contract Time Remaining

Contract Period:	Completion Date
Construction Start Date:	August 1, 2023
Completion Date:	November 10, 2023

Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	N/A

Full Completion

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	N/A



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$23,724.35 to Concrete Connection, LLC, for construction services on the Midway Park - Phase 2 Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Midway Park - Phase 2 Improvements
Contractor: Concrete Connection, LLC
Address: 5170 NW Beaver Drive, Johnston, IA 50131
Finance Budget Code: 897.2897.4408 Finance Project #: 897.4408
Vendor Project #: Purchase Order #:
Original Contract Date: August 7, 2023 Vendor Account #:

Date of Council Meeting: January 2, 2024 Payment Application #: 2
Payment Period: From: September 22, 2023 Through: December 19, 2023

Contract Summary:

Original Contract Amount:	\$	95,000.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (Line 1 ± 2)	\$	95,000.00	
Total Completed and Stored to Date:	\$	73,935.00	
Retainage: 5 % of Completed Work:	\$	3,696.75	
Total Earned Less Retainage:	\$	70,238.25	
Less Previous Applications for Payment:	\$	46,513.90	
SUBTOTAL:	\$	23,724.35	

OTHER CHARGES:

CURRENT PAYMENT DUE:

Balance to Finish, Including Retainage: \$ 24,761.75

Contract Time Remaining: - Date

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: [Signature] Firm Name: Date: 12/20/23

Engineer / Consultant Approval: Nilles Associates, Inc.
Signature: [Signature] Firm Name: Date: 12/20/2023

City of Ankeny Staff Approval:
Signature: [Signature] Date: 12/20/23

Submit to: Nick Lenox, Director of Parks & Recreation
E-mail: NLenox@Ankenylowa.gov Phone Number: 515-963-3576

Date Printed: 12/20/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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
2.01	EARTHWORK													
2.02	Topsoil, On-Site, 4" Depth	CY	300.00		300.00	\$ 25.00	\$ 7,500.00	75.00	\$ 1,875.00	225.00	300.00	\$ 7,500.00	0.00	100.00%
2.03	Excavation, Class 10	CY	327.00		327.00	\$ 25.00	\$ 8,175.00		\$ -	327.00	327.00	\$ 8,175.00	0.00	100.00%
2.04	Subbase, Pea Gravel, 6" Depth	TON	164.00		164.00	\$ 50.00	\$ 8,200.00	164.00	\$ 8,200.00		164.00	\$ 8,200.00	0.00	100.00%
4.01	SEWERS AND DRAINS													
4.02	Sanitary Sewer Service, PVC, 4-Inch Dia.	LF	21.00		21.00	\$ 75.00	\$ 1,575.00		\$ -	21.00	21.00	\$ 1,575.00	0.00	100.00%
4.03	Subdrain, Trenched, PVC, 6-Inch Dia.	LF	17.00		17.00	\$ 40.00	\$ 680.00	17.00	\$ 680.00		17.00	\$ 680.00	0.00	100.00%
4.04	Subdrain, Trenched, HDPE, Prefabricated, 6-Inch Dia.	LF	43.00		43.00	\$ 40.00	\$ 1,720.00	43.00	\$ 1,720.00		43.00	\$ 1,720.00	0.00	100.00%
4.05	Subdrain TEE, 6"X6"X6"-Inch Dia.	EA	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
4.06	Subdrain Cap, 6-Inch Dia.	EA	2.00		2.00	\$ 100.00	\$ 200.00	2.00	\$ 200.00		2.00	\$ 200.00	0.00	100.00%
5.01	WATER MAINS AND APPURTENANCES													
5.02	Water Service Pipe, 1"	LF	19.00		19.00	\$ 125.00	\$ 2,375.00		\$ -	19.00	19.00	\$ 2,375.00	0.00	100.00%
7.01	CONCRETE AND RELATED WORK													
7.02	Remove and Replace Sidewalk, PCC, 5-Inch	SY	28.00		28.00	\$ 150.00	\$ 4,200.00	28.00	\$ 4,200.00		28.00	\$ 4,200.00	0.00	100.00%
7.03	Sidewalk, PCC, 5-Inch, Non-Reinforced	SY	40.00		40.00	\$ 63.00	\$ 2,520.00	40.00	\$ 2,520.00		40.00	\$ 2,520.00	0.00	100.00%
7.04	Sidewalk Assurance Testing	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		1.00	\$ 1,000.00	0.00	100.00%
7.05	Playground Ramp and Bench Pads, PCC, Reinforced	SY	14.00		14.00	\$ 150.00	\$ 2,100.00		\$ -	14.00	14.00	\$ 2,100.00	0.00	100.00%
7.06	Playground Thickened Edge Sidewalk, PCC, Reinforced	SY	120.00		120.00	\$ 110.00	\$ 13,200.00	20.00	\$ 2,200.00	100.00	120.00	\$ 13,200.00	0.00	100.00%
9.01	SITE WORK AND LANDSCAPING													
9.02	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.50		0.50	\$ 12,000.00	\$ 6,000.00		\$ -		0.50	\$ -	0.50	0.00%
9.03	Trees, Deciduous, 1.25" - 1.5" Caliper	EA	8.00		8.00	\$ 550.00	\$ 4,400.00		\$ -		8.00	\$ -	8.00	0.00%
9.04	Shrubs - 24-36" Height or Spread	EA	15.00		15.00	\$ 75.00	\$ 1,125.00		\$ -		15.00	\$ -	15.00	0.00%
9.05	Shredded Hardwood Mulch	SY	30.00		30.00	\$ 75.00	\$ 2,250.00		\$ -		30.00	\$ -	30.00	0.00%
9.06	Silt Fence	LF	208.00		208.00	\$ 3.00	\$ 624.00		\$ -		208.00	\$ -	208.00	0.00%
9.07	Silt Fence, Removal	LF	208.00		208.00	\$ 2.00	\$ 416.00		\$ -		208.00	\$ -	208.00	0.00%
9.08	Temporary Hydraulic Mulching, Wood Cellulose	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -		1.00	\$ -	1.00	0.00%
9.09	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	0.50		0.50	\$ 5,000.00	\$ 2,500.00		\$ -		0.50	\$ -	0.50	0.00%
9.10	Inlet Protection Device, Drop-In	EA	1.00		1.00	\$ 250.00	\$ 250.00		\$ -		1.00	\$ -	1.00	0.00%
9.11	Inlet Protection Device, Maintenance	EA	4.00		4.00	\$ 150.00	\$ 600.00		\$ -		4.00	\$ -	4.00	0.00%
9.12	Turf Reinforcement Mat, Type 2	SY	4.00		4.00	\$ 100.00	\$ 400.00		\$ -		4.00	\$ -	4.00	0.00%
11.01	MISCELLANEOUS													
11.02	Mobilization	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	1.00	\$ 7,500.00	0.00	100.00%
11.03	Concrete Washout	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%
11.04	Site Electrical	LS	1.00		1.00	\$ 11,390.00	\$ 11,390.00	0.20	\$ 2,278.00	0.80	1.00	\$ 11,390.00	0.00	100.00%
12.01	CHANGE ORDER ITEMS													
12.02														
12.03														
12.04														
12.05														

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 95,000.00 PAY PERIOD = \$ 24,973.00

COMPLETED = \$ 73,335.00

77.83%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 2, 2023	\$ 46,513.90
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Previous Applications for Payment:

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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____ Date _____
Construction Start Date: _____

Substantial Completion:

Date: 10/27/2023
Added by Change Order: _____
Total Working Days: _____
Working Days Used to Date: _____
Working Days Remaining: _____

Full Completion:

Date: 4/30/2023
Added by Change Order: _____
Total Working Days: _____
Working Days Used to Date: _____
Working Days Remaining: _____

PREVIOUS PAY APPS TOTAL = \$ 46,513.90



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #20 in the amount of \$8,265.16 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 20 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	300,600.00	
Total completed and stored to date:	\$	196,676.20	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	196,676.20	
Less previous applications for payment:	\$	188,411.04	
SUBTOTAL	\$	8,265.16	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,265.16

Balance to finish, including retainage: \$ 103,923.80

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:

Foth Infrastructure & Environment

Digitally signed by Andy S. Floy
DN: cn=Andy S. Floy, o=Foth Infrastructure & Environment
Reason: I am approving this document
Date: 2023.12.13 10:55:53-0600

Firm Name

Signature Date

December 13, 2023

City of Ankeny Staff Approval:

Signature Date

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

E-mail: dclark@AnkenyIowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
12	May 1, 2023	\$ 1,951.69
13	June 5, 2023	\$ 2,580.57
14	July 3, 2023	\$ 4,737.17
15	August 7, 2023	\$ 2,963.58
16	August 21, 2023	\$ 2,499.00
17	October 2, 2023	\$ 20,966.22
18	November 6, 2023	\$ 9,245.40
19	November 20, 2023	\$ 8,828.03
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Previous Applications for Payment

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TOTAL \$ 188,411.04

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
2	April 17, 2023	\$ 162,000.00
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TOTAL \$ 173,500.00

Contract Time Remaining

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

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5093, De Pere, WI 54115-3093*

December 19, 2023

Project No: 0022A004.00

Invoice No: 87609

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 8,265.16

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through November 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	2.50	202.00	505.00	
Project Engineer II	4.00	166.00	664.00	
Technician I	52.00	85.00	4,420.00	
Construction Manager III	10.00	182.00	1,820.00	
Project Administrator II	1.00	102.00	102.00	
Totals	69.50		7,511.00	
Total Labor				7,511.00

Expenses

754.16

Billing Limits

	Current	Prior	To-Date
Total Billings	8,265.16	188,411.04	196,676.20
Limit			300,600.00
Remaining			103,923.80

Total This Invoice USD 8,265.16



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$4,830.10 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer - Phase 2
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 3 **PO #**
Original Contract Date: September 5, 2023 **Vendor #** 2078

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	29,000.00	
Net change by Change Orders:	\$	100,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	129,000.00	
Total completed and stored to date:	\$	22,518.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	22,518.60	
Less previous applications for payment:	\$	17,688.50	
SUBTOTAL	\$	4,830.10	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,830.10

Balance to finish, including retainage: \$ 106,481.40

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:

Foth Infrastructure & Environment

Firm Name

Signature

December 13, 2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

E-mail: dclark@Ankenylowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

Date Printed: 12/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 6, 2023	\$ 8,946.00
2	November 20, 2023	\$ 8,742.50
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Previous Applications for Payment

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TOTAL \$ 17,688.50

Record of Change Orders

No.	Date	Amount
1	December 18, 2023	\$ 100,000.00
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TOTAL \$ 100,000.00

Contract Time Remaining

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

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

December 19, 2023

Project No: 0023A020.00

Invoice No: 87612

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 4,830.10

Project 0023A020.00 North Four Mile Creek Trunk Sewer - Phase 2

Professional Services through November 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	6.50	202.00	1,313.00	
Project Engineer II	19.50	166.00	3,237.00	
Staff Engineer II	1.30	137.00	178.10	
Project Administrator II	1.00	102.00	102.00	
Totals	28.30		4,830.10	
Total Labor				4,830.10

Billing Limits	Current	Prior	To-Date
Total Billings	4,830.10	17,688.50	22,518.60
Limit			29,000.00
Remaining			6,481.40

Total This Invoice USD 4,830.10



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #9 in the amount of \$38,365.40 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 9 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	473,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00	
Total completed and stored to date:	\$	414,788.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	414,788.64	
Less previous applications for payment:	\$	376,423.24	
SUBTOTAL	\$		38,365.40

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 38,365.40

Balance to finish, including retainage: \$ 58,611.36

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:

Foth Infrastructure & Environment

Firm Name

Signature

Date

December 13, 2023

City of Ankeny Staff Approval:

Signature

Date

12/21/23

Submit to: Mitch Wedell, P.E. - Development Engineering Manager

E-mail: MWedell@Ankenylowa.gov Phone: (515) 963-3520 Fax: (515) 963-3535

Date Printed: 12/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 25,629.81
2	June 5, 2023	\$ 71,489.33
3	July 3, 2023	\$ 48,422.90
4	August 7, 2023	\$ 21,666.10
5	August 21, 2023	\$ 21,628.00
6	October 2, 2023	\$ 60,553.50
7	November 6, 2023	\$ 72,962.10
8	November 20, 2023	\$ 54,071.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 376,423.24

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

Invoice

REMIT TO:	Foth Infrastructure & Environment, LLC P.O. Box 8418 Carol Stream, IL 60197-8418
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NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

December 19, 2023

Project No: 0023A007.00

Invoice No: 87610

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total	USD 38,365.40
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Project 0023A007.00 NW State Street Extension

Professional Services through November 30, 2023**Professional Personnel**

	Hours	Rate	Amount
Project Manager II	19.00	202.00	3,838.00
Project Engineer V	36.00	216.00	7,776.00
Project Engineer III	89.00	178.00	15,842.00
Project Engineer I	6.00	154.00	924.00
Staff Engineer III	2.00	147.00	294.00
Staff Engineer II	13.20	137.00	1,808.40
Staff Engineer I	32.00	127.00	4,064.00
Technician II	35.40	105.00	3,717.00
Project Administrator II	1.00	102.00	102.00
Totals	233.60		38,365.40
Total Labor			38,365.40

Billing Limits	Current	Prior	To-Date
Total Billings	38,365.40	376,423.24	414,788.64
Limit			473,400.00
Remaining			58,611.36

Total This Invoice	USD 38,365.40
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Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: November 1st to November 30th, 2023

Work Completed:

Progress on the project within the report period involved the following work tasks:

- Ongoing project coordination and project management.
- Continued storm sewer design
- Addressed comments on Functional plans and traffic report
- Finalized lighting layout

Work Scheduled:

The following work tasks will be completed in December of 2023:

- Continue design development coordination and project management.
- Finalize preliminary storm sewer layout
- Meeting with City and CDA on design coordination
- Meeting with City and roundabout peer review consultant
- Continue roadway prelim design

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	March 6, 2023
Design Survey and Mapping	April, 2023
Traffic Study	June, 2023
Functional Design	August, 2023
Preliminary Design	October, 2023

General Comments:

- None



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #32 in the amount of \$1,441.00 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 Finance Project #: 632.4210
Vendor Project or Invoice #: 0205394 PO #:
Original Contract Date: February 15, 2021 Vendor #: 11377

Date of Council Meeting: January 2, 2024 PAYMENT REQUEST # 32
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	<u>349,900.00</u>	
Net change by Change Orders:	\$	<u>471,800.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>821,700.00</u>
Total completed and stored to date:	\$	<u>810,403.94</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>810,403.94</u>
Less previous applications for payment:	\$		<u>808,962.94</u>
SUBTOTAL			<u>\$ 1,441.00</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,441.00

Balance to finish, including retainage: \$ 11,296.06

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer / Consultant Approval: FOX Strand

Firm Name _____

Steven J. Troyer, P.E. December 14, 2023

Signature _____ Date _____

City of Ankeny Staff Approval:

Don Clark 12/14/23
Signature _____ Date _____

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
25	04/30/23	\$ 8,492.15
26	05/31/23	\$ 13,381.15
27	06/30/23	\$ 7,324.25
28	07/31/23	\$ 2,898.00
29	08/31/23	\$ 1,485.00
30	09/30/23	\$ 2,574.00
31	10/30/23	\$ 2,766.00
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Previous Applications for Payment

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Record of Change Orders

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TOTAL \$ -
Please update Payment Application Sheet

Contract Time Remaining

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

TOTAL \$ 808,962.94



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

December 12, 2023
Project No: 7020.001
Invoice No: 0205394

Professional Services: November 1, 2023 through November 30, 2023

Project	7020.001	Ankeny ASR - Final Design	
Fee			
Total Fee	172,600.00		
Percent Complete	100.00	Total Earned	172,600.00
		Previous Fee Billing	172,600.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Project	0.00

Project	7020.002	Ankeny ASR - IDNR Permit Fees	
		Total this Project	0.00

Project	7020.003	Ankeny ASR - Bidding	
Fee			
Total Fee	31,000.00		
Percent Complete	100.00	Total Earned	31,000.00
		Previous Fee Billing	31,000.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Project	0.00

Project	7020.004	Ankeny ASR - Construction Administration; Demolition	
		Total this Project	0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0205394
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		277,500.00		
Percent Complete		97.1982	Total Earned	269,725.00
			Previous Fee Billing	269,175.00
			Current Fee Billing	550.00
		Total Fee		550.00
		Total this Project		\$550.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
	Total Labor			891.00
		Total this Project		\$891.00
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0205394
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$1,441.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: December 5, 2023

TO: Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

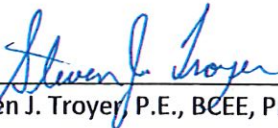
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the November 2023 billing period. Time was spent this period on construction administration correspondence with the contractor.

If you have questions or concerns, please contact me. Thank you.



Steven J. Troyer, P.E., BCEE, Project Manager



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #8 in the amount of \$22,750.00 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	204,000.00	
Total completed and stored to date:	\$	187,384.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	187,384.75	
Less previous applications for payment:	\$	164,634.75	
SUBTOTAL	\$		22,750.00

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 22,750.00

Balance to finish, including retainage: \$ 16,615.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: FOX Strand

Firm Name

Mitchell Holtz, P.E.

December 14, 2023

Signature Date

City of Ankeny Staff Approval:

Signature Date
Donald Clark 12/14/23

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: (515) 963-3535

Date Printed: 12/14/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2023	\$ 12,436.75
2	June 12, 2023	\$ 15,355.75
3	July 13, 2023	\$ 12,363.50
4	August 10, 2023	\$ 43,410.00
5	September 13, 2023	\$ 27,331.25
6	October 11, 2023	\$ 36,237.50
7	November 13, 2023	\$ 17,500.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 164,634.75

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

December 13, 2023
Project No: 7020.013
Invoice No: 0205596

Professional Services: November 1, 2023 through November 30, 2023

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding		
Fee				
Total Fee	175,000.00			
Percent Complete	93.00	Total Earned	162,750.00	
		Previous Fee Billing	140,000.00	
		Current Fee Billing	22,750.00	
		Total Fee		22,750.00
		Total this Project		\$22,750.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services		
		Total this Project		0.00
		Total this Invoice		\$22,750.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 1

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

STATUS REPORT

DATE: December 8, 2023

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
PN 7020.013, 7020.014

ITEMS: Status Report / Monthly Billing

COMMENTS:

In the month of November, FOX Strand provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design & Bidding - FOX Strand continued with design for the project. It is anticipated that FOX Strand will complete the design in December so the project can be let for bid in February.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - No work in October.

Let me know if you have any questions or concerns.

A handwritten signature in blue ink, appearing to read 'Mitch Holtz', is positioned above a horizontal line. Below the line, the text 'Mitch Holtz, P.E' is printed in a black, sans-serif font.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$20,932.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan
Contractor: JEO Consulting Group, Inc.
Address: 1937 N. Chestnut Street, Wahoo, NE 68066
Finance Budget Code: 260.3265.4210 Finance Project #: NA
Vendor Project #: 222064 Purchase Order #: NA
Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting: January 2, 2024 Payment Application #: 9

Payment Period: From: November 18, 2023 Through: December 15, 2023

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	175,813.29	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	175,813.29	
Less Previous Applications for Payment:	\$	154,880.79	
SUBTOTAL:			\$ 20,932.50
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 20,932.50
Balance to Finish, Including Retainage:	\$	93,586.71	
Contract Time Remaining:	NA	----	

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

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 12/21/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 6,332.50
2	June 5, 2023	\$ 30,194.39
3	July 3, 2023	\$ 38,156.25
4	August 7, 2023	\$ 14,535.90
5	September 5, 2023	\$ 20,996.25
6	October 16, 2023	\$ 29,206.25
7	November 20, 2023	\$ 4,823.75
8	December 4, 2023	\$ 10,635.50
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	---
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

PREVIOUS PAY APPS TOTAL = \$ 154,880.79



Monthly Progress Report

DATE PREPARED | 12/20/23
PROJECT NAME | Ankeny Transportation Master Plan
JEO PROJECT NO. | R222064
CITY PROJECT MANAGER | Leslie Hart
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
PROFESSIONAL SERVICES DATE | 2/20/22
AGREEMENT NTP | 2/20/22
AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Development of public engagement phase 2 survey information and website updates
- Phase 2 survey analysis and results summaries
- Project progress meetings
- Conduct city council / officials one-on-one meetings and summary information
- Conduct phase 2 Focus Group discussions
- Alternatives planning and analysis
- Finance Department meeting and coordination of CIP revenue information.

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Progress meetings
- Public Engagement – Phase 2 summary information documentation and incorporation of review comments
- Review of financial budgets and analysis for transportation programs
- Continued alternatives analysis and policy/program draft recommendations
- Funding review and evaluation

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of any new project or program updates, review of materials submitted, and other relevant files as updated in meeting minutes
- Internal coordination with finance office / budget information to discuss revenues and funding looking forward

4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

- None to date.



Engineering | Architecture | Surveying | Planning

Invoice

December 21, 2023

Project No: R222064.00

Invoice No: 147042

Invoice Amount: 20,932.50

Leslie Hart
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through December 15, 2023

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	60%	\$20,861.25	\$19,476.25	\$1,385.00
Current and Future Transportation Conditions	\$54,150.00	100%	\$54,150.00	\$54,150.00	0.00
Public Engagement and Stakeholder Input	\$56,200.00	75%	\$42,150.00	\$38,817.50	\$3,332.50
Goals, Objectives, and Action Steps	\$29,750.00	88%	\$26,257.75	\$26,257.75	0.00
Alternatives Analysis & Prioritization	\$49,620.00	30%	\$15,118.75	\$775.00	\$14,343.75
Transportation Master Plan	\$40,100.00	40%	\$16,177.75	\$14,306.50	\$1,871.25
Direct Costs	\$5,050.00	22%	\$1,097.79	\$1,097.79	0.00
Total	\$269,400.00		\$175,813.29	\$154,880.79	\$20,932.50
Total Amount Due Upon Receipt :					\$20,932.50

Email invoice to: lhart@ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$11,897.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 62nd St Box Culvert Design
Contractor: Kirkham Michael and Associates
Address: 4390 114th St., Urbandale, IA 50322
Finance Budget Code: 892.3892.4210 Finance Project #: 892.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: April 17, 2023 Vendor Account #: 908

Date of Council Meeting: January 2, 2024 Payment Application #: 4

Payment Period: From: October 28, 2023 Through: December 8, 2023

Contract Summary:

Original Contract Amount:	\$	71,240.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	71,240.00	
Total Completed and Stored to Date:	\$	40,130.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	40,130.00	
Less Previous Applications for Payment:	\$	28,232.50	
SUBTOTAL:	\$	11,897.50	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 11,897.50

Balance to Finish, Including Retainage: \$ 31,110.00

Contract Time Remaining: - 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:

Kirkham Michael and Associates

Firm Name

Andrew Pitz
Signature

12/18/2023
Date

City of Ankeny Staff Approval:

Don Clark
Signature

12/18/23
Date

Submit to: Don Clark, P.E., Director of Municipal Utilities

E-mail: dclark@Ankenylowa.gov

Phone Number: (515) 963-3529

Date Printed: 12/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 3, 2023	\$ 3,400.00
2	October 16, 2023	\$ 9,035.00
3	November 20, 2023	\$ 15,797.50
4	January 2, 2024	
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 28,232.50

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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



4390 114th Street
Urbandale, IA 50322
Billing Questions: 402-255-3833

INVOICE

Invoice Number: 94928
Date: December 18, 2023
Project Number: 2304600

City of Ankeny
Attn: Don Clark
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Ankeny 62nd St. RCB

For Professional Services Rendered Through: December 08, 2023

Professional engineering services for the design of a reinforced concrete box culvert to replace the existing structure on the future alignment of NE 62nd St. in Ankeny, Iowa per contract dated 4/17/2023.

Work completed during this reporting period:
Submitted preliminary TS&L to city for review. Addressed comments. Submitted for joint permit application.

Work anticipated during the next reporting period:
Final plan design and drafting.

001 - Project Management

Professional Services

	Hours	Rate	Amount
Putz, Andrew J	5.0	\$170.00	\$850.00
	5.00		\$850.00

001 - Project Management Total: **\$850.00**

002 - Preliminary Design

Professional Services

	Hours	Rate	Amount
Khiangtes, Dennis	39.0	\$115.00	\$4,485.00
Lass, Duane E	1.0	\$150.00	\$150.00
Putz, Andrew J	36.0	\$170.00	\$6,120.00
Reneker, Steven B	1.5	\$195.00	\$292.50
	77.50		\$11,047.50

002 - Preliminary Design Total: **\$11,047.50**

Invoice Total **\$11,897.50**

Maximum Allowable	\$71,240.00
Previously Billed	\$28,232.50
Current Invoice Amount	\$11,897.50
Remaining Contract	\$31,110.00



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of \$5,096.35 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.4210
Vendor Project or Invoice #: 211008-010 **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 2183

Date of Council Meeting: 01/02/2024 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: October 1, 2023 Through: December 15, 2023

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	780,300.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	780,300.00	
Less previous applications for payment:	\$	775,203.65	
SUBTOTAL	\$		5,096.35
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		5,096.35

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

December 19, 2023

Date

City of Ankeny Staff Approval:

Signature

Date

12/19/2023

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@AnkenyIowa.gov

Phone: (515) 963-3536

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
12	May 1, 2023	\$ 33,864.41
13	May 15, 2023	\$ 32,390.44
14	June 19, 2023	\$ 39,874.11
15	July 17, 2023	\$ 67,406.96
16	August 21, 2023	\$ 63,642.51
17	September 18, 2023	\$ 68,843.39
18	October 16, 2023	\$ 28,785.56
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 775,203.65

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
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CHANGE ORDER TOTAL = \$ 395,300.00

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



1360 NW 121st Street
Clive, IA 50325

Jim Haberichter
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

December 19, 2023
Project No: 0000211008-010
Invoice No: 148445
Due Date: February 01, 2024

Project 0000211008-010 Ankeny NW 18th St Reconstruction - NW Ash Drive to N Ankeny Boulevard

Professional Services from October 01, 2023 to October 28, 2023

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager III	1.50	230.00	345.00	
Engineer III	25.00	185.00	4,625.00	
Totals	26.50		4,970.00	
Total Labor				4,970.00

Mileage (.655/.50 p/mile)

47.20	
Total this Task	\$5,017.20
Total this Phase	\$5,017.20

Phase	650	Onsite Project Representative
-------	-----	-------------------------------

	Hours	Rate	Amount	
Engineer I	45.25	125.00	5,656.25	
Totals	45.25		5,656.25	
Total Labor				5,656.25

Reimbursable Expenses

Mileage	32.65
Total Reimbursables	32.65
Total this Phase	\$5,688.90

Phase	700	Survey Services
Task	701	Survey Services (General)

	Hours	Rate	Amount	
Crew Chief	2.00	135.00	270.00	
Totals	2.00		270.00	
Total Labor				270.00

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	148445
---------	----------------	----------------------------------	---------	--------

Mileage (.90 p/mile)

9.00

Total this Task **\$279.00**

Task 760 Construction Staking

	Hours	Rate	Amount	
Project Manager I	2.00	185.00	370.00	
Crew Chief	7.00	135.00	945.00	
Crew Member	2.50	95.00	237.50	
Totals	11.50		1,552.50	
Total Labor				1,552.50

Mileage (.655/.50 p/mile)

7.86

Total this Task **\$1,560.36**

Total this Phase **\$1,839.36**

Phase 850 Project Management and Coordination

Task 851 Project Management and Coordination

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Totals	.50		67.50	
Total Labor				67.50
				Total this Task \$67.50
				Total this Phase \$67.50

Phase 950 Subconsultants and Fees

Total this Phase **0.00**

	Current	Prior	To-Date	
Total Billings	12,612.96	775,203.65	787,816.61	
Contract Limit (not-to-exceed)			780,300.00	
Amount Adjusted this Period				-7,516.61
				Total Due this Invoice \$5,096.35

December 19, 2023



Mr. Jim Haberichter, PE
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 19
MEC Project No. 211008-010

Dear Mr. Haberichter:

This is the nineteenth progress report for the above referenced project and covers work through the end of the project. Work related to this project through this period includes construction staking, construction observation, construction meetings, traffic signal walk throughs and punch list developments and reviews, as-built survey, as-built drawings, monument preservation, and construction administration.

Elder Corporation has completed 100.0% of the project contract and all punch list items are complete.

Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #23 in the amount of \$30,320.01 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Irvinedale Drive Water Main Improvements - Phase III
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, IA 50325
Finance Budget Code: 623.3623.4210 **Finance Project #** 623.4210
Vendor Project or Invoice #: 200478 **PO #** 128593
Original Contract Date: April 6, 2020 **Vendor #** 2183

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 23 - FINAL
PAYMENT PERIOD: From: June 26, 2022 Through: December 12, 2023

Contract Summary

Original Contract Amount:	\$	<u>160,700.00</u>	
Net change by Change Orders:	\$	<u>210,770.01</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>371,470.01</u>
Total completed and stored to date:	\$	<u>371,372.51</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>371,372.51</u>
Less previous applications for payment:	\$		<u>341,052.50</u>
SUBTOTAL			<u>\$ 30,320.01</u>
OTHER CHARGES (Attach an itemized list)			<u>\$ -</u>
CURRENT PAYMENT DUE			<u>\$ 30,320.01</u>

Balance to finish, including retainage: \$ 97.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

12/15/2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Donald Clark, P.E. - Director of Municipal Utilities

E-mail:

dclark@Ankenylowa.gov

Phone: (515) 963-3529

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 18th, 2020	\$ 12,819.73
2	July 6th, 2020	\$ 38,120.28
3	August 3, 2020	\$ 18,693.02
4	September 8, 2020	\$ 32,016.98
5	October 5, 2020	\$ 38,401.58
6	November 2, 2020	\$ 4,887.50
7	December 7, 2020	\$ 8,452.55
8	January 4, 2021	\$ 1,845.00
9	February 1, 2021	\$ 3,752.50
10	March 1, 2021	\$ 1,710.86
11	April 19, 2021	\$ 23,936.94
12	June 21, 2021	\$ 5,655.56
13	July 19, 2021	\$ 7,276.70
14	September 7, 2021	\$ 36,770.87
15	October 18, 2021	\$ 41,592.48
16	December 6, 2021	\$ 14,765.00
17	December 20, 2021	\$ 3,397.50
18	January 17, 2022	\$ 2,737.77
19	February 22, 2022	\$ 5,835.00
20	April 4, 2022	\$ 24,556.91
21	May 16, 2022	\$ 11,344.36
22	September 19, 2022	\$ 2,483.41
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 341,052.50

Record of Change Orders

No.	Date	Amount
1	February 1, 2021	\$ 180,450.00
2	January 2, 2024	\$ 30,320.01
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TOTAL \$ 210,770.01

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: _____



1360 NW 121st Street
Clive, IA 50325

Don Clark
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

December 07, 2023
Project No: 0000200478-000
Invoice No: 149435
Due Date: January 06, 2024

Project 0000200478-000 Irvinedale Drive Transmission Main-Phase 3

Professional Services from June 26, 2022 to December 07, 2023

Phase R Additional Services - Water Leak Repairs

	Hours	Rate	Amount	
Project Manager I	100.75	185.00	18,638.75	
Engineer II	.50	155.00	77.50	
On Site Representative I	35.50	115.00	4,082.50	
Principal	13.00	270.00	3,510.00	
Project Manager III	13.00	230.00	2,990.00	
Engineer III	2.50	185.00	462.50	
Project Manager II	.50	230.00	115.00	
Totals	165.75		29,876.25	
Total Labor				29,876.25
Reimbursable Expenses				
Out-Of-Pocket Expenses			198.00	
Mileage			81.33	
Total Reimbursables			279.33	279.33
Mileage (.655/.50 p/mile)				
				164.43
Total this Phase				\$30,320.01
Total Due this Invoice				\$30,320.01



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$3,135.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Crestmoor Sanitary Sewer Replacement
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA 50023
Finance Budget Code: 656.3656.4210 **Finance Project Code:** 656.4210
Vendor Project or Invoice #: 22017.06 **PO #**
Original Contract Date: March 21, 2022 **Vendor #** 3164

Date of Council Meeting January 2, 2024 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 09/01/23 through: 10/31/23

Contract Summary

Original Contract Amount:	\$	<u>37,700.00</u>	
Net change by Change Orders:	\$	<u>85,440.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>123,140.00</u>	
 Total completed and stored to date:	\$	<u>120,552.50</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>120,552.50</u>	
Less previous applications for payment:	\$	<u>117,417.50</u>	
SUBTOTAL	\$		<u>3,135.00</u>

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 3,135.00

Balance to finish, including retainage: \$ 2,587.50

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.

Engineer/Consultant Approval: Nilles Associates, Inc.
Firm Name

John A. Nilles 12/11/2023
Signature Date

City of Ankeny Staff Approval Donald Clark 12/12/23
Signature Date

Submit to: Don Clark, 220 West 1st Street, Ankeny, Iowa 50023
Email: DCClark@AnkenyIowa.gov **Phone:** 515-963-3529 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	9/6/2022	\$ 16,997.50
2	12/19/2022	\$ 17,240.00
3	6/5/2023	\$ 10,840.00
4	8/7/2023	\$ 40,385.00
5	9/18/2023	\$ 31,955.00
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TOTAL \$ 117,417.50

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	2/6/2023	\$ 85,440.00
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TOTAL		\$ <u>85,440.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	March 21, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Don Clark
220 W. 1st Street
Ankeny, Iowa 50023

Invoice Date: 12/10/2023
Billing Period 09/01/23-10/31/23

Invoice No: 22017.06
Project No: 22017

Project: NE Crestmoor Sanitary Sewer Replacement

Basic Services:	Hours	Rate	Amount	Current
Engineer VII	1.5	\$140.00	\$210.00	
Technician VI	3.5	\$95.00	\$332.50	
Technician V	30.5	\$85.00	<u>\$2,592.50</u>	
		Subtotal:	\$3,135.00	<u>\$3,135.00</u>
		Previous Invoices:	<u>\$117,417.50</u>	
		Total to Date:	\$120,552.50	

Contract Amount: \$ 123,140.00
Amount Remaining: \$ 2,587.50

Total Due this Invoice: \$3,135.00

Thank You for Your Business



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$49,278.25 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Magazine Road & SW State Street Improvements - West Leg
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny IA 50023
Finance Budget Code: 887.3887.4210 Finance Project #: 887.4210
Vendor Project #: 23060 Purchase Order #:
Original Contract Date: September 18, 2023 Vendor Account #: 3164

Date of Council Meeting: January 2, 2024 Payment Application #: 1

Payment Period: From: September 18, 2023 Through: November 30, 2023

Contract Summary:

Original Contract Amount:	\$	56,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	56,400.00	
Total Completed and Stored to Date:	\$	49,278.25	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	49,278.25	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 49,278.25

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 49,278.25

Balance to Finish, Including Retainage: \$ 7,121.75

Contract Time Remaining: - #

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: Nilles Associates, Inc.

Signature: [Signature] Date: 12/20/2023

Engineer / Consultant Approval:

Signature: Date:

City of Ankeny Staff Approval:

Signature: [Signature] Date: 12/20/2023

Submit to: Matthew Grgurich

E-mail: MGrgurich@Ankenylowa.gov Phone Number: 515-963-3549

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ -



1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Matthew Grgurich
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 12/10/2023
Billing Period 09/18/23-11/30/23

Invoice No: 23060.01
Project No: 23060

**Project: SW Magazine Road & SW State Street
Improvements - West Leg**

Basic Services:	Hours	Rate	Amount	Current
Engineer VII	26.0	\$188.00	\$4,888.00	
Engineer IV	13.5	\$137.00	\$1,849.50	
Engineer III	318.5	\$112.00	\$35,672.00	
Technician VI	28.5	\$131.00	\$3,733.50	
Technician IV	23.0	\$105.50	\$2,426.50	
Technician I	10.5	\$67.50	<u>\$708.75</u>	
		Subtotal:	\$49,278.25	\$49,278.25
		Previous Invoices:	<u>\$0.00</u>	
		Total to Date:	\$49,278.25	

Contract Amount: \$ 56,400.00
Amount Remaining: \$ 7,121.75

Total Due this Invoice: \$49,278.25

Thank You for Your Business

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com



Engineering – Planning – Landscape Architecture – Surveying

December 10, 2023

Matthew Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SW MAGAZINE ROAD & SW STATE STREET IMPROVEMENTS – WEST LEG.
PROGRESS REPORT NO. 1

Dear Matt,

Please find the attached Invoice for our services for the above referenced project. This progress report and attached invoice covers work from September 18, 2023 through November 30, 2023.

The following Engineering Services were covered during this period as part of the Basic Services:

A1.02 Preliminary Design Phase

General Project administration. Completed topographic survey of site and existing utility mapping. Prepared preliminary plans and reviewed with City staff.

A1.03 Final Design Phase

General Project administration. Review Project with City Staff. Prepare final drawings and specifications. Prepare Contract Documents for bidding.

Please feel free to contact us with any questions or comments.

Sincerely,
NILLES ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'John P. Nilles', written over a horizontal line.

John P. Nilles



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$9,564.12 to On Track Construction, LLC for construction services on the 2023 Annual Storm Sewer Repairs project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Annual Storm Sewer Repairs
Contractor: On Track Construction, LLC
Address: 1435 West F Avenue, Nevada, Iowa 50201
Finance Budget Code: 680.3680.4453 Finance Project #: 680.4453
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: September 5, 2023 Vendor Account #: 9363

Date of Council Meeting: January 2, 2024 Payment Application #: 1

Payment Period: From: December 18, 2023 Through: December 21, 2023

Contract Summary:

Original Contract Amount:	\$	133,550.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	133,550.00	
Total Completed and Stored to Date:	\$	10,067.50	
Retainage: <u>5</u> % of Completed Work:	\$	503.38	
Total Earned Less Retainage:	\$	9,564.12	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	9,564.12	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 9,564.12

Balance to Finish, Including Retainage: \$ 123,985.88

Contract Time Remaining: 81.00 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: On Track Construction, LLC

Caleb M. Caboth Firm Name 12/21/2023
Signature Date

Engineer / Consultant Approval: N/A
Firm Name

Signature Date

City of Ankeny Staff Approval:

Dr. Spencato 12/21/2023
Signature Date

Submit to: Quinn Lopreato
E-mail: QLopreato@AnkenyIowa.gov Phone Number: 515-965-6432

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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
700 BLOCK NE HAVES DR														
	TRENCH EXCAVATION AND BACKFILL													
1	Trench Compaction Testing	LS	1		1	\$ 505.00	\$ 505.00		\$ -		0	\$ -	1	0.00%
SEWERS AND DRAINS														
2	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	12		12	\$ 462.50	\$ 5,550.00		\$ -		0	\$ -	12	0.00%
3	Removal of Storm Sewer, RCP, Less Than or Equal to 36-inch Diameter	LF	12		12	\$ 67.50	\$ 810.00		\$ -		0	\$ -	12	0.00%
4	Subdrain, Corrugated PVC, Type I, Case B, 6" Diameter	LF	3		3	\$ 190.00	\$ 570.00		\$ -		0	\$ -	3	0.00%
5	Removal of Subdrain, Any Type, Any Size	LF	3		3	\$ 125.00	\$ 375.00		\$ -		0	\$ -	3	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6	Inlet, Type SW-505, 6" x 2'-0"	EA	1		1	\$ 11,200.00	\$ 11,200.00		\$ -		0	\$ -	1	0.00%
7	Inlet, Type SW-505 (Modified), 7'-0" x 6'-0"	EA	1		1	\$ 13,645.00	\$ 13,645.00		\$ -		0	\$ -	1	0.00%
8	Remove Inlet	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -		0	\$ -	2	0.00%
STREETS AND RELATED WORK														
9	Plastic Concrete Testing	LS	1		1	\$ 1,000.00	\$ 1,000.00		\$ -		0	\$ -	1	0.00%
10	Removal of Sidewalk	SY	11		11	\$ 15.00	\$ 165.00		\$ -		0	\$ -	11	0.00%
11	Sidewalk, PCC, Class C, 4" Thick	SY	11		11	\$ 125.00	\$ 1,375.00		\$ -		0	\$ -	11	0.00%
12	Full Depth Patch, PCC, Class C-SUD, 8" Thick (max.) - 7" Thick (min.)	SY	68		68	\$ 190.00	\$ 12,920.00		\$ -		0	\$ -	68	0.00%
TRAFFIC CONTROL														
13	Temporary Traffic Control	LS	1		1	\$ 3,232.00	\$ 3,232.00		\$ -		0	\$ -	1	0.00%
14	Portable Dynamic Message Sign (PDMS)	CDAY	6		6	\$ 100.00	\$ 600.00		\$ -		0	\$ -	6	0.00%
SITE WORK AND LANDSCAPING														
15	Conventional Seeding and Fertilizing, Type I	Ac.	0.05		0.05	\$ 40,000.00	\$ 2,000.00		\$ -		0.00	\$ -	0.05	0.00%
16	Temporary RECP, Type LC	SY	160		160	\$ 5.00	\$ 800.00		\$ -		0	\$ -	160	0.00%
17	Inlet Protection Device, Drop-in Inlet Protection	EA	4		4	\$ 250.00	\$ 1,000.00		\$ -		0	\$ -	4	0.00%
18	Inlet Protection Device, Surface-applied	EA	4		4	\$ 500.00	\$ 2,000.00		\$ -		0	\$ -	4	0.00%
19	Inlet Protection Device, Maintenance	EA	4		4	\$ 100.00	\$ 400.00		\$ -		0	\$ -	4	0.00%
MISCELLANEOUS														
20	Construction Survey	LS	1		1	\$ 1,000.00	\$ 1,000.00		\$ -		0	\$ -	1	0.00%
21	Mobilization	LS	1		1	\$ 9,975.00	\$ 9,975.00		\$ -		0	\$ -	1	0.00%
22	Concrete Washout	LS	1		1	\$ 1,010.00	\$ 1,010.00		\$ -		0	\$ -	1	0.00%
23	Orange Mesh Safety Fence	LS	1		1	\$ 1,075.00	\$ 1,075.00		\$ -		0	\$ -	1	0.00%
SEWERS AND DRAINS														
24	Concrete Culvert at PVC connection to CUP Structure	EA	1		1	\$ 2,475.00	\$ 2,475.00		\$ -		0	\$ -	1	0.00%
SITE WORK AND LANDSCAPING														
25	Conventional Seeding and Fertilizing, Type I	Ac.	0.05		0.05	\$ 40,400.00	\$ 2,020.00		\$ -		0.00	\$ -	0.05	0.00%
26	Temporary RECP, Type LC	SY	200		200	\$ 5.00	\$ 1,000.00		\$ -		0	\$ -	200	0.00%
27	Wattle, Straw, 9" Diameter	LF	25		25	\$ 5.00	\$ 125.00		\$ -		0	\$ -	25	0.00%
MISCELLANEOUS														
28	Mobilization	LS	1		1	\$ 2,055.00	\$ 2,055.00		\$ -		0	\$ -	1	0.00%
29	Concrete Washout	LS	1		1	\$ 100.00	\$ 100.00		\$ -		0	\$ -	1	0.00%
30	Orange Mesh Safety Fence	LS	1		1	\$ 105.00	\$ 105.00		\$ -		0	\$ -	1	0.00%
SE MAGAZINE RD & SE WANDA RD														
SEWERS AND DRAINS														
31	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	6		6	\$ 615.00	\$ 3,690.00		\$ -		6	\$ 3,690.00	0	100.00%
32	Removal of Storm Sewer, RCP, Less Than or Equal to 36-inch Diameter	LF	6		6	\$ 100.00	\$ 600.00		\$ -		6	\$ 600.00	0	100.00%
TRAFFIC CONTROL														
33	Temporary Traffic Control	LS	1		1	\$ 1,515.00	\$ 1,515.00	0.5	\$ 757.50		0.5	\$ 757.50	0.5	50.00%
SITE WORK AND LANDSCAPING														
34	Conventional Seeding and Fertilizing, Type I	Ac.	0.01		0.01	\$ 101,000.00	\$ 1,010.00	0.01	\$ 1,010.00		0.01	\$ 1,010.00	0.00	100.00%
35	Temporary RECP, Type LC	SY	55		55	\$ 5.00	\$ 275.00		\$ -		0	\$ -	55	0.00%
36	Inlet Protection Device, Drop-in Inlet Protection	EA	2		2	\$ 255.00	\$ 510.00	2	\$ 510.00		2	\$ 510.00	0	100.00%
37	Inlet Protection Device, Maintenance	EA	2		2	\$ 100.00	\$ 200.00		\$ -		0	\$ -	2	0.00%
MISCELLANEOUS														
38	Mobilization	LS	1		1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00		1	\$ 3,300.00	0	100.00%
39	Concrete Washout	LS	1		1	\$ 100.00	\$ 100.00	1	\$ 100.00		1	\$ 100.00	0	100.00%
40	Orange Mesh Safety Fence	LS	1		1	\$ 100.00	\$ 100.00	1	\$ 100.00		1	\$ 100.00	0	100.00%
NE 91ST ST & NE TULLEN DR														
TRENCH EXCAVATION AND BACKFILL														
41	Trench Compaction Testing	LS	1		1	\$ 355.00	\$ 355.00		\$ -		0	\$ -	1	0.00%
SEWERS AND DRAINS														
42	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	16		16	\$ 298.00	\$ 4,768.00		\$ -		0	\$ -	16	0.00%
43	Removal of Storm Sewer, RCP, Less Than or Equal to 36-inch Diameter	LF	16		16	\$ 95.00	\$ 1,520.00		\$ -		0	\$ -	16	0.00%
STREETS AND RELATED WORK														
44	Plastic Concrete Testing	LS	1		1	\$ 505.00	\$ 505.00		\$ -		0	\$ -	1	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

45	Full Depth Patching, PCC, Class C-SUB, 8" Thick (max.) - 7" Thick (min.)	SY	73		73	\$ 165.00	\$ 12,045.00	\$ -	-	0	\$ -	-	73	0.00%
TRAFFIC CONTROL														
46	Temporary Traffic Control	LS	1		1	\$ 2,929.00	\$ 2,929.00	\$ -	-	0	\$ -	-	1	0.00%
47	Portable Dynamic Message Sign (PDMS)	COAY	6		6	\$ 100.00	\$ 600.00	\$ -	-	0	\$ -	-	6	0.00%
SITE WORK AND LANDSCAPING														
48	Conventional Seeding and Fertilizing, Type 1	AC	0.01		0.01	\$ 101,000.00	\$ 1,010.00	\$ -	-	0.00	\$ -	-	0.01	0.00%
49	Temporary RECP, Type 1; C	SY	100		100	\$ 5.00	\$ 500.00	\$ -	-	0	\$ -	-	100	0.00%
50	Intel Protection Device, Drop-In Inlet Protection	EA	4		4	\$ 255.00	\$ 1,020.00	\$ -	-	0	\$ -	-	4	0.00%
51	Intel Protection Device, Maintenance	EA	4		4	\$ 100.00	\$ 400.00	\$ -	-	0	\$ -	-	4	0.00%
MISCELLANEOUS														
52	Mobilization	LS	1		1	\$ 5,000.00	\$ 5,000.00	\$ -	-	0	\$ -	-	1	0.00%
53	Concrete Washout	LS	1		1	\$ 505.00	\$ 505.00	\$ -	-	0	\$ -	-	1	0.00%
54	Orange Mesh Safety Fence	LS	1		1	\$ 435.00	\$ 435.00	\$ -	-	0	\$ -	-	1	0.00%
NW BRIGADE DR														
STRUCTURES FOR SANITARY AND STORM SEWERS														
55	Inlet Adjustment, Minor	EA	1		1	\$ 1,250.00	\$ 1,250.00	\$ -	-	0	\$ -	-	1	0.00%
56	Removal and Replacement of Concrete Flume, 5" Thick	SP	55		55	\$ 55.00	\$ 3,025.00	\$ -	-	0	\$ -	-	55	0.00%
SITE WORK AND LANDSCAPING														
57	Conventional Seeding and Fertilizing, Type 1	AC	0.01		0.01	\$ 101,000.00	\$ 1,010.00	\$ -	-	0.00	\$ -	-	0.01	0.00%
58	Temporary RECP, Type 1; C	SY	140		140	\$ 5.00	\$ 700.00	\$ -	-	0	\$ -	-	140	0.00%
59	Waste Straw, 9" Diameter	LF	25		25	\$ 20.00	\$ 500.00	\$ -	-	0	\$ -	-	25	0.00%
MISCELLANEOUS														
60	Mobilization	LS	1		1	\$ 1,655.00	\$ 1,655.00	\$ -	-	0	\$ -	-	1	0.00%
61	Concrete Washout	LS	1		1	\$ 101.00	\$ 101.00	\$ -	-	0	\$ -	-	1	0.00%
62	Orange Mesh Safety Fence	LS	1		1	\$ 330.00	\$ 330.00	\$ -	-	0	\$ -	-	1	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 133,550.00

PAY PERIOD = \$ 10,067.50

COMPLETED = \$ 10,067.50

7.54%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: December 18, 2023

Substantial Completion:

Contract Working Days: 84.0
Added by Change Order:
Total Working Days: 84.0
Working Days Used to Date: 3.0
Working Days Remaining: 81.0

Full Completion:

Calendar Date: August 16, 2024

PREVIOUS PAY APPS TOTAL = \$ -



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #17 in the amount of \$40,178.00 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: October 29, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	431,345.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	431,345.25	
Less previous applications for payment:	\$	391,167.25	
SUBTOTAL	\$	40,178.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 40,178.00

Balance to finish, including retainage: \$ 8,054.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

E-mail: dclark@AnkenyIowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
10	June 5, 2023	\$ 12,090.52
11	July 7, 2023	\$ 9,158.72
12	August 7, 2023	\$ 32,533.25
13	September 5, 2023	\$ 19,187.93
14	October 2, 2023	\$ 37,082.15
15	November 6, 2023	\$ 30,627.26
16	December 4, 2023	\$ 43,223.44
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 391,167.25

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 222,600.00
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TOTAL \$ 222,600.00

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 7, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: _____
Time Used to Date: _____
Contract Time Remaining: _____



Invoice

Invoice Number: 458093

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



BILL TO:

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount	\$40,178.00
Due Date	12-JAN-24
Invoice Date	13-DEC-23
Bill Through Date	30-NOV-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:

CC:

dclark@ankenyiowa.gov

Task: 5.0 - Construction Administration

Direct

Personnel	Hours	Amount
Survey Instrument Operator	3.50	\$308.00
Senior Project Engineer	39.50	\$8,505.47
Senior Admin Assistant	0.25	\$31.01
	43.25	\$8,844.48

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$16.25
	\$16.25

Task: 5.0 Total: \$8,860.73



Invoice

Invoice Number: 458093

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 6.0 - Construction Observation

Direct

Personnel	Hours	Amount
Project Representative	2.00	\$221.57
Licensed Land Surveyor	0.75	\$132.61
Survey Crew Chief	5.00	\$624.32
Senior Project Engineer	52.00	\$11,197.04
Project Engineer	2.50	\$373.60
Staff Engineer	152.50	\$18,192.58
	214.75	\$30,741.72

Reimbursed - Expenses

Expenditure Type	Amount
Travel / Lodging	\$16.00
Mileage	\$419.90
Equip - Vehicles - Survey Vehicle (Hr)	\$17.15
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$122.50
	\$575.55

Task: 6.0 Total: \$31,317.27

Invoice total \$40,178.00

Project Billing Summary

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
Totals	\$40,178.00	\$391,167.25	\$431,345.25



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #34 in the amount of \$8,489.56 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #34

city of
Ankeny
bringing it all together

Date Printed: 12/21/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
33	11/22/2023	\$ 8,492.66
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TOTAL \$ 526,838.95

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ <u>598,900.00</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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 20, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 34

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through December 17, 2023

Prelim Services

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	95,183.76	95,183.76	0.00	

Design Services Amendment 1

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	82,836.00	82,836.00	0.00	

Design Services Amendment 2 (Division 1)

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	138,769.18	138,769.18	0.00	

Design Services Amendment 2 (Division 2)

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	20,792.00	20,792.00	0.00	

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.00	229.00	458.00	
Sr. Engineer	9.75	198.00	1,930.50	
Project Manager VII	1.00	172.00	172.00	
Technician VII	2.25	113.00	254.25	
Technician V	58.50	92.00	5,382.00	
Technician II	3.00	69.00	207.00	
Total Services	76.50		8,403.75	8,403.75

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	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	34
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Fleet Mileage

85.81

Phase Subtotal

\$8,489.56

	Total	Prior	Current
Billings to Date	158,880.47	150,390.91	8,489.56

Construction Services Div 2

Phase Subtotal

0.00

	Total	Prior	Current
Billings to Date	38,867.10	38,867.10	0.00

Billing Limits

Current

Prior

To-Date

Total Billings

8,489.56

526,838.95

535,328.51

Limit

702,700.00

Remaining

167,371.49

Amount Due this Invoice

\$8,489.56

	Total	Prior	Current
Billings to Date	535,328.51	526,838.95	8,489.56

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



December 20, 2023

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 34
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-fourth progress report for the above referenced project and covers work through December 17, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, progress meetings, pay applications, testing coordination, and construction observation and reporting. This invoice of \$8,489.56 represents the completion of about 76% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 2, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #33 in the amount of \$5,673.75 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

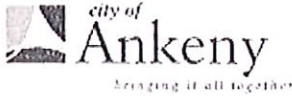
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #33

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 1/2/2024 **PAYMENT REQUEST #** 33
PAYMENT PERIOD: From: 10/23/23 through: 12/17/23

Contract Summary

Original Contract Amount:	\$	<u>173,400.00</u>	
Net change by Change Orders: Amd 1/2/3	\$	<u>67,300.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>240,700.00</u>	
Total completed and stored to date:	\$	<u>235,873.75</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>235,873.75</u>	
Less previous applications for payment:	\$	<u>230,200.00</u>	
SUBTOTAL	\$		<u>5,673.75</u>

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,673.75

Balance to finish, including retainage: \$ 4,826.25

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:

Leslie Hart

Email:

lhart@ankenyiowa.gov

Phone:

515-965-6400

Fax:

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
13	12/21/2021	\$ 4,001.00
14	1/25/2022	\$ 8,141.50
15	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
17	4/20/2022	\$ 2,295.50
18	5/26/2022	\$ 2,233.50
19	8/24/2022	\$ 3,265.38
20	9/21/2022	\$ 4,863.63
21	10/25/2022	\$ 9,953.50
22	11/22/2022	\$ 3,215.25
23	12/21/2022	\$ 6,754.50
24	1/25/2023	\$ 2,129.00
25	2/22/2023	\$ 1,902.50
26	3/22/2023	\$ 3,409.75
27	4/18/2023	\$ 8,694.69
28	5/24/2023	\$ 8,689.21
29	6/21/2023	\$ 12,975.65
30	7/26/2023	\$ 21,087.08
31	8/23/2023	\$ 13,002.27
32	9/20/2023	\$ 14,025.70
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TOTAL \$ 230,200.00

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
2	4/3/2023	\$ 36,900.00
3	11/6/2023	\$ 10,500.00
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TOTAL		\$ <u>67,300.00</u>

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 19, 2023

Ms. 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. 33
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the thirty-third progress report for the above referenced project and covers work through December 17, 2023. Work through this period includes construction services for the U-STEP intersection improvements project and commencing construction services for the landscaping improvements project at the same 18th Street and N. Ankeny Boulevard intersection.

The Contractor is addressing punchlist items on the N. Ankeny Boulevard and 18th Street Intersection Improvements U-STEP Project. The Contractor has experienced personnel turnover, and this is contributing to the slowness of completing the construction. The Contractor is attempting to complete most of the punch list items this week. The seeding will be completed this Spring by the City outside of this project. The Completion Date for this project was August 18, 2023. Our construction services budget and contract for this project are at 100% through this invoice, and we are currently holding \$23,200 on this project.

Alpha Landscaping is in winter shutdown on the N. Ankeny Boulevard and 18th Street Intersection Landscaping Improvements Project. The irrigation system was installed and will be tested in the spring. The plantings, bedding backfill, landscaping rock, and remaining work will also be completed in the spring. The Contractor now anticipates full project completion in April or May 2024.

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
December 19, 2023
Page 2 of 2

We look forward to continuing working for the City and you on these important projects. Should you have any questions on this update, please feel free to contact me. We will attend the January 2, 2024, 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.
Andrew Houchin, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 21, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 33

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, 2023

Basic Services

	Phase Subtotal			0.00
	Total	Prior	Current	
Billings to Date	152,100.00	152,100.00	0.00	

Construction Services

	Hours	Rate	Amount	
Principal Landscape Architect	1.25	220.00	275.00	
Principal Engineer	3.75	209.00	783.75	
Engineer VIII	7.50	174.00	1,305.00	
Engineer IV	14.25	136.00	1,938.00	
Landscape Architect II	12.25	112.00	1,372.00	
Total Services	39.00		5,673.75	
Total Services				5,673.75
			Phase Subtotal	\$5,673.75
	Total	Prior	Current	
Billings to Date	83,773.75	78,100.00	5,673.75	

Amount Due this Invoice \$5,673.75

	Total	Prior	Current
Billings to Date	235,873.75	230,200.00	5,673.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$46,633.00 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Improvements 1st Street to 11th St
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 949.3949.4210 Finance Project #: 949.4210
Vendor Project #: 123.0584.01 Purchase Order #:
Original Contract Date: October 2, 2023 Vendor Account #: 990

Date of Council Meeting: January 2, 2024 ✓ Payment Application #: 3 ✓

Payment Period: From: November 20, 2023 Through: December 17, 2023

Contract Summary:

Original Contract Amount: \$ 282,300.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 282,300.00

Total Completed and Stored to Date: \$ 164,070.06
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 164,070.06
Less Previous Applications for Payment: \$ 117,437.06
SUBTOTAL: \$ 46,633.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 46,633.00 ✓

Balance to Finish, Including Retainage: \$ 118,229.94 ✓

Contract Time Remaining: - 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:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter P.E.

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515/965-6400

Date Printed: 12/21/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 25, 2023	\$ 76,679.45
2	November 21, 2023	\$ 40,757.61
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 117,437.06

Record of Change Orders:

No.	Date	Amount
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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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 19, 2023

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0584.01 - 3

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through December 17, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	3.25	245.00	796.25	
Principal Engineer I	6.50	230.00	1,495.00	
Land Surveyor VIII	.50	192.00	96.00	
Engineer VIII	42.00	192.00	8,064.00	
Engineer VII	22.00	182.00	4,004.00	
Engineer IV	22.00	149.00	3,278.00	
Lead Technician	1.50	146.00	219.00	
Technician VII	6.50	120.00	780.00	
Technician III	135.75	80.00	10,860.00	
Technician II	121.25	73.00	8,851.25	
Total Services	361.25		38,443.50	
Total Services				38,443.50

Billing Limits	Current	Prior	To-Date
Total Billings	38,443.50	114,973.82	153,417.32
Limit			232,600.00
Remaining			79,182.68

Phase Subtotal \$38,443.50

Additional Services

	Hours	Rate	Amount	
Right-of-Way Agent II	1.50	123.00	184.50	
Archaeologist V	5.00	161.00	805.00	
Total Services	6.50		989.50	
Total Services				989.50

American Abstract & Title			
11/20/2023 American Abstract & Title	Title Certificate w/easement	525.00	
11/20/2023 American Abstract & Title	Title Certificate w/easement	550.00	
11/20/2023 American Abstract & Title	Title Certificate w/easement	725.00	

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	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt	Invoice	3
11/20/2023	American Abstract & Title	Title Certificate w/easement	725.00	
11/20/2023	American Abstract & Title	Title Certificate w/easement	725.00	
11/28/2023	American Abstract & Title	Title certificate w/easement	525.00	
11/28/2023	American Abstract & Title	Title certificate w/easement	525.00	
11/28/2023	American Abstract & Title	Title certificate w/easement	525.00	
11/30/2023	American Abstract & Title	Title Certificate w/easement	725.00	
12/13/2023	American Abstract & Title	Title Certificate w/Easement	825.00	
12/13/2023	American Abstract & Title	Title Certificate w/Easement	825.00	
	Total Consultants			7,200.00
Billing Limits		Current	Prior	To-Date
Total Billings		8,189.50	2,463.24	10,652.74
Limit				49,700.00
Remaining				39,047.26
			Phase Subtotal	\$8,189.50
			Amount Due this Invoice	<u>\$46,633.00</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



December 19, 2023

Mr. Jim Haberichter
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 3
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the third progress report for the above referenced project and covers work through December 17, 2023. Our work through this period includes the following:

- Preliminary transportation, traffic, and landscaping design
- Submittal of Concept Statement
- Project Management Team (PMT) meeting #4
- On site walk through of the existing pavement conditions
- Title reports of properties requiring acquisitions
- Franchise 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 attend the January 2, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #29 in the amount of \$13,498.93 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #29

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 1/2/2024 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: 11/20/23 through: 12/17/23

Contract Summary

Original Contract Amount:	\$	<u>250,000.00</u>	
Net change by Change Orders: Amd #1&2	\$	<u>1,227,290.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>1,477,290.00</u>	
Total completed and stored to date:	\$	<u>1,068,565.65</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>1,068,565.65</u>	
Less previous applications for payment:	\$	<u>1,055,066.72</u>	
SUBTOTAL	\$		<u>13,498.93</u>

CURRENT PAYMENT DUE

	\$	<u>13,498.93</u>
Balance to finish, including retainage:	\$	<u>408,724.35</u>
Contract Time Remaining (If applicable)		<u>-</u>

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: Adam Lust

Email: alust@ankenyiowa.gov

Phone: 515-963-3537

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
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TOTAL \$ 1,055,066.72

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</u>

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



December 19, 2023

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. 29
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-ninth progress report for the above referenced project and covers work through December 19, 2023. Our work through this period includes construction services for the project including coordinating with City staff, coordinating with franchise utilities within the corridor, record drawings, and monument preservation.

Year 1 construction is now complete. There are just a handful of punch list items left for Year 1 construction that we will continue to monitor. We will prepare a final payment application and change order to complete the Year 1 work so we can start fresh for Year 2. We have submitted all post construction documents to the City. A second pre-construction meeting will be scheduled in February/March of 2024.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 2, 2024, 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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 20, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 29

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, 2023

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	643,289.67	643,289.67
Limit			643,290.00
Remaining			.33
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	122,200.00	122,200.00
Limit			122,200.00
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.25	245.00	61.25
Principal Engineer I	2.50	230.00	575.00
Engineer VIII	3.50	192.00	672.00
Project Manager VI	2.50	173.00	432.50
Engineer V	16.00	161.00	2,576.00
Engineer IV	5.00	149.00	745.00
Engineer I	12.25	109.00	1,335.25
Technician VII	8.50	120.00	1,020.00
Technician II	83.00	73.00	6,059.00
Total Services	133.50		13,476.00
Total Services			13,476.00
Employee Mileage			6.55
Total Expenses			6.55

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-NE Delaware Ave Recon NE 5th St to NE 18th St	Invoice	29
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Fleet Mileage

16.38

Billing Limits

Current

Prior

To-Date

Total Billings

13,498.93

289,577.05

303,075.98

Limit

711,800.00

Remaining

408,724.02

Phase Subtotal

\$13,498.93

Amount Due this Invoice

\$13,498.93

Billings to Date

Total

1,068,565.65

Prior

1,055,066.72

Current

13,498.93

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$31,836.75 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 Finance Project #: 886.4210
Vendor Project #: 123.0680.01 Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: January 2, 2024 Payment Application #: 8

Payment Period: From: November 20, 2023 Through: December 17, 2023

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	332,893.20	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	332,893.20	
Less Previous Applications for Payment:	\$	301,056.45	
SUBTOTAL:	\$		31,836.75
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		31,836.75
Balance to Finish, Including Retainage:	\$	164,806.80	

Contract Time Remaining: - 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:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam Lust

E-mail:

alust@ankenyiowa.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
2	June 21, 2023	\$ 25,064.30
3	July 26, 2023	\$ 58,569.75
4	August 24, 2023	\$ 47,192.42
5	September 21, 2023	\$ 49,460.12
6	October 26, 2023	\$ 60,080.29
7	November 22, 2023	\$ 35,944.74
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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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

PREVIOUS PAY APPS TOTAL = \$ 301,056.45



December 19, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 08
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the eighth progress report for the above referenced project and covers services through December 17, 2023. Work through this period includes additional traffic study evaluation, Field Exam (D2) completion, roadway geometry design, profile design, staging design, drainage design, sanitary sewer design, water main design, utility coordination and meeting facilitation, Phase 1 ESA, D5 (ROW design), and project management tasks. Work anticipated in the next month includes continued utility coordination, D5 (ROW design) tasks, and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 2, 2024, 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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 19, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0680.01 - 8

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through December 17, 2023

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Sr. Engineer	11.75	210.00	2,467.50	
Land Surveyor VIII	.25	192.00	48.00	
Engineer I	3.75	109.00	408.75	
Technician VII	.75	120.00	90.00	
Total Services	16.75		3,075.50	3,075.50
			Phase Subtotal	\$3,075.50

Basic Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	5.00	245.00	1,225.00	
Principal Engineer I	2.00	230.00	460.00	
Sr. Engineer	26.25	210.00	5,512.50	
Engineer VIII	3.00	192.00	576.00	
Engineer III	23.00	137.00	3,151.00	
Engineer I	113.75	109.00	12,398.75	
Technician VII	44.50	120.00	5,340.00	
Technician V	1.00	98.00	98.00	
Total Services	218.50		28,761.25	28,761.25
			Phase Subtotal	\$28,761.25

Additional Services

Phase Subtotal 0.00

NEPA Documentation

NEPA Documentation

Task Subtotal 0.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd | Ankeny, IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER.ASSOCIATES.COM

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST	Invoice	8
Phase Subtotal				0.00
Billing Limits	Current	Prior	To-Date	
Total Billings	31,836.75	301,056.45	332,893.20	
Limit			497,700.00	
Remaining			164,806.80	
Amount Due this Invoice				<u><u>\$31,836.75</u></u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$4,471.78 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0251.01 **PO #** N/A
Original Contract Date: February 6, 2023 **Vendor #** 990

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: November 20, 2023 Through: December 17, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	53,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	123,200.00	
Total completed and stored to date:	\$	73,762.96	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	73,762.96	
Less previous applications for payment:	\$	69,291.18	
SUBTOTAL	\$	4,471.78	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	4,471.78	
Balance to finish, including retainage:	\$	49,437.04	
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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lhart@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
3	April 18, 2023	\$ 14,524.20
4	May 24, 2023	\$ 22,335.65
5	September 20, 2023	\$ 9,365.96
6	October 25, 2023	\$ 6,292.28
7	November 21, 2023	\$ 3,304.81
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 69,291.18

Record of Change Orders

No.	Date	Amount
1	December 4, 2023	\$ 53,900.00
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CHANGE ORDER TOTAL = \$ 53,900.00

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



December 19, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 8
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the eighth invoice for the above referenced project, for work performed through December 17, 2023. Services performed since the last progress report included the following:

- Project administration/coordination for initiation of ROW tasks
- Started working on ROW tasks including title certificate, ROW acquisition, and temporary construction easement

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 2, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 19, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0251.01 - 8

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through December 17, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	5.75	198.00	1,138.50	
Land Surveyor VIII	.50	181.00	90.50	
Engineer IV	6.50	141.00	916.50	
Engineer I	2.25	103.00	231.75	
Technician VII	2.50	113.00	282.50	
Total Services	17.50		2,659.75	2,659.75

Fleet Mileage

3.28

Phase Subtotal \$2,663.03

Additional Services

Title Cert

Iowa Title Company- 12/15/2023	Iowa Title Company- Total Consultants	Report of Title	500.00 500.00	500.00
Task Subtotal			\$500.00	

ROW Acquisition

Hourly Services

	Hours	Rate	Amount	
Right-of-Way Agent II	3.75	123.00	461.25	
Administrative II	.50	75.00	37.50	
Total Services	4.25		498.75	498.75
Task Subtotal			\$498.75	

Record Drawings

Task Subtotal 0.00

Temp Const Exh

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	123.0251.01	Ank-SEDelawareAveSE54thStTraffSignProjec	Invoice	8
Hourly Services				
		Hours	Rate	Amount
Technician VII		6.75	120.00	810.00
Total Services		6.75		810.00
				810.00
			Task Subtotal	\$810.00
			Phase Subtotal	\$1,808.75
Construction Services				
Construction Admin/Obs				
			Task Subtotal	0.00
Construction Staking				
			Task Subtotal	0.00
Record Drawings				
			Task Subtotal	0.00
			Phase Subtotal	0.00
Billing Limits				
		Current	Prior	To-Date
Total Billings		4,471.78	69,291.18	73,762.96
Limit				123,200.00
Remaining				49,437.04
Amount Due this Invoice				<u><u>\$4,471.78</u></u> ✓

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$7,005.87 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement
Contractor: Snyder & Associates
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0135.01 **PO #** N/A
Original Contract Date: January 3, 2023 **Vendor #** 990

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: November 20, 2023 Through: December 17, 2023

Contract Summary

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	74,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		116,200.00
Total completed and stored to date:	\$	114,242.08	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		114,242.08
Less previous applications for payment:	\$		107,236.21
SUBTOTAL	\$		7,005.87

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,005.87

Balance to finish, including retainage: \$ 1,957.92

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lbubke@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
2	February 22, 2023	\$ 13,685.25
3	March 22, 2023	\$ 15,039.75
4	April 18, 2023	\$ 9,392.75
5	August 23, 2023	\$ 31,350.18
6	September 20, 2023	\$ 9,318.02
7	October 25, 2023	\$ 11,282.09
8	November 21, 2023	\$ 13,585.92
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 107,236.21

Record of Change Orders

No.	Date	Amount
1	August 7, 2023	\$ 74,500.00
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CHANGE ORDER TOTAL = \$ 74,500.00

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	January 3, 2023

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



December 19, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT
PROGRESS REPORT NO. 9
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the ninth invoice for the above referenced project, for work performed through December 17, 2023. Services performed since the last progress report included the following:

- Attended weekly construction meeting and walkthrough for sidewalk/roadway work
- Prepared punchlist of items for contractor to finish
- Performed construction observation services
- Measured quantities and prepared pay application for work performed in November
- Started field work for record drawings
- Coordination regarding utility conflicts

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the January 2, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

December 19, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0135.01 - 9

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through December 17, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Engineer IV	3.50	141.00	493.50
Total Services	3.50		493.50
			493.50
Phase Subtotal			\$493.50

Construction Services

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	1.00	210.00	210.00
Engineer IV	3.00	149.00	447.00
Technician VII	48.50	120.00	5,820.00
Total Services	52.50		6,477.00
			6,477.00

Fleet Mileage

35.37
Phase Subtotal
\$6,512.37

Billing Limits

	Current	Prior	To-Date
Total Billings	7,005.87	107,236.21	114,242.08
Limit			116,200.00
Remaining			1,957.92

Amount Due this Invoice \$7,005.87

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the January 2, 2024 Accounts Payable.

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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 AP Recap
 AP Check Report

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JANUARY 2, 2024**

Fund		PAYMENTS
100	General Fund	\$ 215,276.22
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	1,480,166.88
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	90.00
300	Debt Service Fund	-
430	Library Foundation Fund	1,434.20
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	15,756.79
510	Water Fund	17,491.86
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	115,005.60
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	7,240.45
590	Golf Course Fund	8,834.01
600-699	Enterprise Project Funds	290,695.48
710	Revolving Fund	21,492.24
720	Risk Management Fund	-
730	Health Insurance Fund	310.80
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
882-998	Capital Projects Funds	625,627.72
Sub Total		\$ 2,799,422.25
Payroll Totals		1,879,483.22
Service Transfers/ACH Drafts		(206,066.78)
Agenda Payments Approved Separately		(923,415.54)
Grand Total		<u>\$ 3,549,423.15</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

M. Schrock
Asst. City Manager

12/28/2023
Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE:12/21/2023 THRU 1/04/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000012	MILLENNIUM II CORPORATION							
M-CHECK	MILLENNIUM II CORPORATIOUNPOST	V	12/22/2023			241739		188.83CR
000012	MILLENNIUM II CORPORATION							
M-CHECK	MILLENNIUM II CORPORATIOUNPOST	V	12/22/2023			241881		126.34CR
000012	MILLENNIUM II CORPORATION							
M-CHECK	MILLENNIUM II CORPORATIOUNPOST	V	12/22/2023			242014		15.31CR

* * 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:	3 VOID DEBITS	0.00		
	VOID CREDITS	330.48CR	330.48CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	3	330.48CR	0.00	0.00
BANK: TOTALS:	3	330.48CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/21/2023 THRU 1/04/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
001844	A TECH INC-TCI							
I-605417	SERVICE CALL - PW	E	1/04/2024	100.00		008539		
I-607722	1/1/24-3/31/24 QTRLY SVCS	E	1/04/2024	3,075.00		008539		3,175.00
	*** VENDOR TOTALS ***					1 CHECKS		3,175.00
001310	ALAN W ABBOTT							
I-12/22/2023 MED	2023 MEDICAL CLAIMS RMBMNT	R	1/02/2024	90.00		246206		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 13-NE36THRECON	PAY 13-NE36TH RECON-I35-4MDR	R	1/02/2024	14,042.89		246207		14,042.89
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 16FNL-3RD UTLT	PAY 16 FINAL-3RD ST UTLTY IMP	R	1/02/2024	20,343.19		246208		20,343.19
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-RTNG-3RD UTLTY	RTNG-3RD ST UTLTY IMP PH1	R	1/02/2024	96,558.95		246209		96,558.95
	*** VENDOR TOTALS ***					3 CHECKS		130,945.03
000164	G & S HARDWARE INC							
I-209508/2	TARP - PKS	R	1/02/2024	69.99		246210		
I-209509/2	FASTENERS/NUTS/BOLTS-PRSC	R	1/02/2024	24.55		246210		
I-209514/2	BUILDING SUPPLIES - FD	R	1/02/2024	12.45		246210		106.99
	*** VENDOR TOTALS ***					1 CHECKS		106.99
005541	ACUSHNET COMPANY							
I-916913743	MERCHANDISE FOR RESALE-OC	R	1/02/2024	1,121.97		246211		
I-916983727	MERCHANDISE FOR RESALE-OC	R	1/02/2024	136.71		246211		1,258.68
	*** VENDOR TOTALS ***					1 CHECKS		1,258.68
000026	AHLERS & COONEY PC							
I-858223	SVCS 12/14/23 2023 GEN OBLGTN	E	1/04/2024	3,986.00		008523		3,986.00
	*** VENDOR TOTALS ***					1 CHECKS		3,986.00
011374	AIA CORPORATION							
I-MBA3017185	UNIFORMS - FD	R	1/02/2024	1,619.35		246212		
I-MBA3017689	UNIFORMS - FD	R	1/02/2024	6,821.37		246212		
I-MBA3022648 A	UNIFORMS - FD	R	1/02/2024	84.48		246212		
I-MBA3022648 B	UNIFORMS - FD	R	1/02/2024	2,548.75		246212		
I-MBA3030574	UNIFORMS - FD	R	1/02/2024	3,208.28		246212		14,282.23
	*** VENDOR TOTALS ***					1 CHECKS		14,282.23
000226	AIRGAS NORTH CENTRAL INC							
I-5503593695	CYLINDER RENTALS - CG	R	1/02/2024	52.65		246213		
I-5503593696	WELDING RENTALS-PKS	R	1/02/2024	1.95		246213		
I-5503593697	CYLINDER RENTALS - FD	R	1/02/2024	85.80		246213		
I-5503593698	CYLINDER RENTALS - MU	R	1/02/2024	3.90		246213		
I-9144521708	STREET SUPPLIES - PW	R	1/02/2024	161.10		246213		305.40
	*** VENDOR TOTALS ***					1 CHECKS		305.40

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:12/21/2023 THRU 1/04/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006331	ALBAUGH MCGOVERN POST 42							
I-348-WMR-23	FLAGS - PKS/KL	R	1/02/2024	360.90		246214		360.90
	*** VENDOR TOTALS ***					1 CHECKS		360.90
009981	ALL CITY MANAGEMENT SERVICES,							
I-89421	11/05-11/18/23 CROSSING GUARDS	E	1/04/2024	5,763.34		008564		5,763.34
	*** VENDOR TOTALS ***					1 CHECKS		5,763.34
009679	ALL STAR CONCRETE LLC							
I-PAY 4-ORLBR/CONV/C	PAY 4-ORLBR/CONVNCE/CRKV TRFC	R	1/02/2024	52,183.52		246215		52,183.52
	*** VENDOR TOTALS ***					1 CHECKS		52,183.52
009262	AMAZON CAPITAL SERVICES INC							
C-1CWK-LWVF-6TVP	CR: AMAZON REFUND KL	E	1/04/2024	0.19CR		008560		
C-1WMV-CVVM-6VHL	CR: AMAZON REFUND KL	E	1/04/2024	1.99CR		008560		
I-11L6-HVQT-44KL	GOLFBALLS - ACC	E	1/04/2024	19.90		008560		
I-1376-NKJW-3M44	OFFICE CHAIR - KL	E	1/04/2024	109.98		008560		
I-13GG-H4VC-KHN9	MULTIMEDIA - KL	E	1/04/2024	42.92		008560		
I-1496-RCFQ-Q4R6	BOOK CLUB BOOKS - KL	E	1/04/2024	482.77		008560		
I-14JW-QJGP-7C9T	MULTIMEDIA -KL	E	1/04/2024	39.92		008560		
I-164J-JYJD-PDN9	FOLDING TREE PRUNING SAW - PKS	E	1/04/2024	28.90		008560		
I-17YK-RTMM-GNYX	SPLASH BLOCKS FOR LEDS-FD	E	1/04/2024	616.82		008560		
I-1D94-7NMW-34TG	BREAKROOM SUPPLIES - PD	E	1/04/2024	45.96		008560		
I-1FPV-YMV3-4D4L	MULTIMEDIA - KL	E	1/04/2024	55.54		008560		
I-1FV7-KHXP-QK6M	MISC BOOKS - KL	E	1/04/2024	29.60		008560		
I-1GCP-3TXG-96HY	STICKERS - KL	E	1/04/2024	5.38		008560		
I-1HXT-7Y7X-LDNP	METAL DETECTOR - PD	E	1/04/2024	683.92		008560		
I-1JDJ-MW3P-74K9	MISC BOOKS - KL	E	1/04/2024	35.18		008560		
I-1K77-YDGM-34FM	MULTIMEDIA -KL	E	1/04/2024	269.64		008560		
I-1KW3-Q1HR-P9MV	CHICKEN NET - PD	E	1/04/2024	45.98		008560		
I-1M4V-PVXX-4WLC	MULTIMEDIA - KL	E	1/04/2024	88.86		008560		
I-1NC1-FNGJ-V9HN	MULTIMEDIA - KL	E	1/04/2024	220.57		008560		
I-1R7Y-WFC3-9JKG	MISC BOOKS -KL	E	1/04/2024	46.71		008560		
I-1VPF-3M9W-MPGW	VACCUUM - ACC	E	1/04/2024	154.50		008560		
I-1WD4-Q17Q-MMTL	TUMBLERS - KL	E	1/04/2024	323.51		008560		
I-1WMV-CVVM-CK1J	BROCHURE/CALANDER HOLDERS-KL	E	1/04/2024	75.99		008560		
I-1YW7-M3MC-RDP7	CAMERA - STORMWATER	E	1/04/2024	134.00		008560		
I-1YX9-7X3W-7V6F	METER SUPPLIES - MU	E	1/04/2024	19.95		008560		3,574.32
	*** VENDOR TOTALS ***					1 CHECKS		3,574.32
002676	ANIMAL RESCUE LEAGUE							
I-INV0116	NOVEMBER 2023 ANIMAL INTAKE	E	1/04/2024	1,625.00		008542		1,625.00
	*** VENDOR TOTALS ***					1 CHECKS		1,625.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
011996	ANKENY HARDWARE STORE LLC							
	C-1104257		CR: BATTERY - PSB	E	1/04/2024	11.09	CR	008575
	I-1099183		SHOP SUPPLIES - PK MAINT	E	1/04/2024	14.27		008575
	I-1103334		KEY - PD	E	1/04/2024	5.30		008575
	I-1103586		FORKLIFT TANK REFILL - STREETS	E	1/04/2024	30.87		008575
	I-1103604		SHOP SUPPLIES - PARK MAINT	E	1/04/2024	5.16		008575
	I-1104019		SHOP SUPPLIES - PARK MAINT	E	1/04/2024	1.18		008575
	I-1104024		SHOP SUPPLIES - PARK MAINT	E	1/04/2024	1.39		008575
	I-1104070		BATTERY - PSB	E	1/04/2024	11.09		008575
	I-1104222		PERSONNEL BOARDS - FD	E	1/04/2024	8.73		008575
	I-1104371		DRILL - ACC	E	1/04/2024	9.69		008575
	I-1104396		EVENT SUPPLIES - PARKS	E	1/04/2024	4.72		008575
	I-1104849		SMALL ENGINE PART - PK MAINT	E	1/04/2024	19.29		008575
	I-1104963		PAINT SUPPLIES - KL	E	1/04/2024	11.08		008575
	I-1105087		BATTERIES - CH	E	1/04/2024	17.84		008575
	I-1105103		HILLMAN - ACC	E	1/04/2024	2.64		008575
	I-1105112		BITS/STRAPS - ACC	E	1/04/2024	46.55		008575
	I-1105584		TAPE - ACC	E	1/04/2024	10.12		008575
	I-1105731		TOOLS - PARK MAINT	E	1/04/2024	10.88		008575
	I-1105798		PLAYGROUND GREASE - PK MAINT	E	1/04/2024	18.69		008575
	I-1105953		BOLTS - PARK MAINT	E	1/04/2024	16.74		008575
	I-1106399		GRINDING DISKS - PK MAINT	E	1/04/2024	19.25		008575
	I-1106421		CAULK/RING - PSB	E	1/04/2024	15.31		008575
	I-1106437		HILLMAN - MU	E	1/04/2024	60.78		008575 330.48
			*** VENDOR TOTALS ***			1	CHECKS	330.48
004201	TSJM TOWING SERVICE LLC							
	I-23-57527		TOW/HOOK FEE - PD	R	1/02/2024	98.00		246216 98.00
			*** VENDOR TOTALS ***			1	CHECKS	98.00
000057	ARNOLD MOTOR SUPPLY							
	I-15NV167639		UNIT #809 ENGINE OIL	R	1/02/2024	26.56		246217
	I-51NV236031		WASH STATION - FD	R	1/02/2024	1,557.03		246217 1,583.59
			*** VENDOR TOTALS ***			1	CHECKS	1,583.59
000061	AUTO INDUSTRIAL MACHINE							
	I-2062		COUPLING REPAIR - MU	R	1/02/2024	185.00		246218 185.00
			*** VENDOR TOTALS ***			1	CHECKS	185.00
000067	BAKER & TAYLOR INC							
	I-2037987086		MISC BOOKS - KL	E	1/04/2024	2,487.02		008525
	I-2037994923		MISC BOOKS -KL	E	1/04/2024	306.59		008525
	I-2037999121		MISC BOOKS - KL	E	1/04/2024	1,176.64		008525 3,970.25
			*** VENDOR TOTALS ***			1	CHECKS	3,970.25

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BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 12/21/2023 THRU 1/04/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006349	HY-VEE INC-BDI							
I-65877	ALCOHOL FOR RESALE - OC	R	1/02/2024	356.94		246219		356.94
	*** VENDOR TOTALS ***					1 CHECKS		356.94
008331	BLACK CLOVER ENTERPRISES LLC							
I-BCE179942	MERCH FOR RESALE - OC	R	1/02/2024	740.00		246220		740.00
	*** VENDOR TOTALS ***					1 CHECKS		740.00
005950	BLACKSTONE AUDIO INC							
I-2131633	MULTIMEDIA/SHELF SVCS-KL	R	1/02/2024	197.73		246221		
I-2131706	MULTIMEDIA/SHELF SVCS-KL	R	1/02/2024	331.88		246221		
I-2131812	MULTIMEDIA/SHELF SVCS-KL	R	1/02/2024	64.68		246221		
I-2132094	MULTIMEDIA/SHELF SVCS-KL	R	1/02/2024	33.95		246221		
I-2133124	MULTIMEDIA/SHELF SVCS-KL	R	1/02/2024	266.83		246221		
I-2133170	MULTIMEDIA/SHELF SVCS-KL	R	1/02/2024	35.54		246221		930.61
	*** VENDOR TOTALS ***					1 CHECKS		930.61
003947	BOB BROWN GMC INC							
I-440046	UNIT #88 REPAIRS	E	1/04/2024	63.10		008546		63.10
	*** VENDOR TOTALS ***					1 CHECKS		63.10
011992	BOILER & PRESSURE VESSEL INSPE							
I-191495	11/14/23 BOILER INSPECTION-PD	R	1/02/2024	120.00		246222		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
005174	BOUND TREE MEDICAL LLC							
I-85174630	EMS SUPPLIES - FD	R	1/02/2024	205.93		246223		
I-85176226	EMS SUPPLIES - FD	R	1/02/2024	745.96		246223		
I-85178930	EMS SUPPLIES - FD	R	1/02/2024	737.77		246223		
I-85178931	EMS SUPPLIES - FD	R	1/02/2024	2,388.58		246223		4,078.24
	*** VENDOR TOTALS ***					1 CHECKS		4,078.24
000127	BRICK GENTRY PC							
I-411554	11/25/2023 STATEMENT 224.001	R	1/02/2024	2,742.12		246224		
I-411555	11/25/2023 STATEMENT 224.031	R	1/02/2024	2,464.25		246224		5,206.37
	*** VENDOR TOTALS ***					1 CHECKS		5,206.37
008738	BULB GUY LIGHTING							
I-20812	BULBS - PD	E	1/04/2024	331.91		008557		
I-20816	BULBS - PD	E	1/04/2024	59.10		008557		
I-20832	BULBS - FD	E	1/04/2024	225.00		008557		616.01
	*** VENDOR TOTALS ***					1 CHECKS		616.01

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DATE RANGE:12/21/2023 THRU 1/04/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009547	SIMPLIFY COMPLIANCE LLC							
I-19643480	FY24 BLR SUBS RENWAL	R	1/02/2024	1,395.00		246225		1,395.00
	*** VENDOR TOTALS ***					1 CHECKS		1,395.00
000385	CAPITAL CITY EQUIPMENT CO							
I-41809D	UNIT #640 CYLINDER -PRSC	E	1/04/2024	793.79		008529		793.79
	*** VENDOR TOTALS ***					1 CHECKS		793.79
000117	CARMEN'S FLOWERS							
I-015925	GREEN PLANT-S COUNTS	R	1/02/2024	70.00		246226		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
000453	CARQUEST AUTO PARTS							
I-2330-813921	UNIT #94 PARTS	R	1/02/2024	169.12		246227		
I-2330-815233	UNIT #120 PARTS	R	1/02/2024	56.09		246227		225.21
	*** VENDOR TOTALS ***					1 CHECKS		225.21
011409	CENTRAL MCGOWAN INC							
I-0000277168	BEVERAGES FOR RESALE -OC	E	1/04/2024	30.00		008567		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
003072	QWEST CORPORATION							
I-12/04/2023	12/2023 STATEMENT - TRAFFIC	R	1/02/2024	100.89		246228		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
011576	CINTAS CORPORATION							
I-4176255055	12/06/23 SVCS - WASTEWATER	R	1/02/2024	140.80		246229		
I-4176819610	UNIFORM RENTALS -OCM	R	1/02/2024	47.40		246229		
I-4176822689	12/12/23 SVCS - WATER	R	1/02/2024	212.11		246229		
I-4176822736	12/12/23 SVCS - STREETS	R	1/02/2024	518.33		246229		
I-4176822827	MAT/UNIFORM RENTALS -PK MNT	R	1/02/2024	112.83		246229		
I-4176822853	MAT RENTALS - ACC	R	1/02/2024	65.75		246229		
I-4176940183	BANQUET SUPPLY RNTLS - OC	R	1/02/2024	276.77		246229		
I-4176947750	12/13/23 SVCS - WASTEWATER	R	1/02/2024	140.80		246229		
I-4177512261	12/19/23 SVCS - PSB	R	1/02/2024	64.75		246229		
I-4177512276	MAT/UNIFORM RENTAL -OCM	R	1/02/2024	51.06		246229		
I-4177512292	MAT RENTALS - CH	R	1/02/2024	61.51		246229		
I-4177517679	12/19/23 SVCS - STREETS	R	1/02/2024	435.05		246229		
I-4177517732	MAT RENTAL - LAKESIDE	R	1/02/2024	21.12		246229		
I-4177517762	MAT RENTAL - ACC	R	1/02/2024	65.75		246229		
I-4177517803	MAT/UNIFORM RENTAL -PK MNT	R	1/02/2024	112.83		246229		2,326.86
	*** VENDOR TOTALS ***					1 CHECKS		2,326.86

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
001620	CLIA LABORATORY PROGRAM							
I-16D0887361	2023 REBILL CERT FEE - FD	R	1/02/2024	180.00		246230		180.00
	*** VENDOR TOTALS ***					1 CHECKS		180.00
002094	COMMERCE-CENSUS							
I-08/2024	ANKENY SPECIAL CENSUS-CITY OF ANKENY	D	1/02/2024	1,376,847.00		002395		1,376,847.00
	*** VENDOR TOTALS ***					1 CHECKS		1,376,847.00
002728	COMMERCIAL APPRAISERS OF IOWA							
I-12/08/2023	APPRAISAL REVIEW	R	1/02/2024	2,800.00		246231		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
008575	CONCRETE CONNECTION LLC							
I-PAY 2-MDWYPK P2	PAY 2-23 MIDWAY PK-PH 2	R	1/02/2024	23,724.35		246232		23,724.35
	*** VENDOR TOTALS ***					1 CHECKS		23,724.35
000595	CORE & MAIN LP							
I-U026815	MAINT SUPPLIES - MU	R	1/02/2024	1,350.00		246233		1,350.00
	*** VENDOR TOTALS ***					1 CHECKS		1,350.00
009380	COSTAR REALTY INFORMATION INC							
I-120512176	COSTAR ANNUAL SERVICE	R	1/02/2024	1,424.43		246234		1,424.43
	*** VENDOR TOTALS ***					1 CHECKS		1,424.43
000146	CENTURY HOMES CO							
I-74418IN	GRASS SEED - PKS	R	1/02/2024	137.50		246235		137.50
	*** VENDOR TOTALS ***					1 CHECKS		137.50
011705	DAKOTA SUPPLY GROUP							
I-S103283936.001	MANHOLE CASTINGS - MU	R	1/02/2024	5,250.00		246236		5,250.00
	*** VENDOR TOTALS ***					1 CHECKS		5,250.00
003359	KEVIN DEAVER							
I-10/23-12/23	MA FY24 MARTIAL ARTS OCT-DEC	E	1/04/2024	2,831.20		008545		2,831.20
	*** VENDOR TOTALS ***					1 CHECKS		2,831.20
003099	DELL MARKETING L P							
I-10720771734	FD CHIEF MDT LAPTOP	R	1/02/2024	2,720.23		246237		2,720.23
	*** VENDOR TOTALS ***					1 CHECKS		2,720.23
000843	THE DES MOINES REGISTER							
I-6086191	11/2023 LEGAL PUBLICATIONS	E	1/04/2024	1,687.70		008536		1,687.70
	*** VENDOR TOTALS ***					1 CHECKS		1,687.70

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000700	DES MOINES STAMP MFG CO							
I-1227421	DATE STAMP - CLERK	E	1/04/2024	88.10		008535		88.10
	*** VENDOR TOTALS ***					1 CHECKS		88.10
000161	DEWEY FORD INC							
I-615149 FOW	UNIT #117 PARTS	R	1/02/2024	140.40		246238		
I-615377 FOW	UNIT #117 PARTS	R	1/02/2024	685.63		246238		
I-615724 FOW	AMBULANCE PARTS	R	1/02/2024	169.65		246238		
I-615807 FOW	AMBULANCE PARTS	R	1/02/2024	169.65		246238		1,165.33
	*** VENDOR TOTALS ***					1 CHECKS		1,165.33
011990	DNF LLC							
I-12/2023 LAND	12/2023 LAND ACQUISITION	R	12/21/2023	490.00		246169		490.00
	*** VENDOR TOTALS ***					1 CHECKS		490.00
004568	DOLL DISTRIBUTING LLC							
I-1402055	ALCOHOL FOR RESALE-OC	E	1/04/2024	385.20		008547		385.20
	*** VENDOR TOTALS ***					1 CHECKS		385.20
005340	ELDER CORPORATION							
I-PAY 8FNL-18TH RCON	PAY 8-FNL-18TH RECON ASH/ANKBV	R	1/02/2024	36,105.29		246239		36,105.29
005340	ELDER CORPORATION							
I-RTNG-18THRECON	RTNG-18TH ST RECON ASH/ANKBVD	R	1/02/2024	214,544.73		246240		214,544.73
	*** VENDOR TOTALS ***					2 CHECKS		250,650.02
011991	ELEVATED BUILDERS LLC							
I-23-4193-NEW	NEW RESIDENTIAL BLDG PERMIT	R	1/02/2024	160.80		246241		160.80
	*** VENDOR TOTALS ***					1 CHECKS		160.80
005478	EXCEL MECHANICAL COMPANY INC							
I-168619	HVAC REPAIRS - PSB	E	1/04/2024	6,551.11		008549		
I-168620	REZNOR HEATER REPAIR-WW	E	1/04/2024	634.00		008549		
I-168628	HEATING REPAIRS-FS2	E	1/04/2024	204.00		008549		
I-168786	ROOFTOP UNIT WTR REPAIR-ACC	E	1/04/2024	204.00		008549		
I-168787	SVC CHECK REPAIRS -PD	E	1/04/2024	296.48		008549		
I-168788	SERVICE CHECK REPAIRS -FS#1	E	1/04/2024	900.67		008549		
I-168790	HEAT PUMP REPAIRS-FS#1	E	1/04/2024	204.00		008549		
I-168791	ROOFTOP UNIT REPAIR-OC	E	1/04/2024	102.00		008549		9,096.26
	*** VENDOR TOTALS ***					1 CHECKS		9,096.26
007648	DAIOHS USA INC							
I-012997	COFFEE SERVICES - PW	E	1/04/2024	53.58		008554		53.58
	*** VENDOR TOTALS ***					1 CHECKS		53.58

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006979	BECKY FORD							
I-12/15/23 PE RNWL	12/15/23 PE RENEWAL FEE	E	1/04/2024	100.00		008577		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002078	FOTH & VAN DYKE LLC							
I-87609 #20	PAY 20-N 4MILE CRK TRNK SWR	E	1/04/2024	8,265.16		008540		
I-87610 #9	PAY 9-NW STATE ST EXT	E	1/04/2024	38,365.40		008540		
I-87612 #3	PAY 3-N 4MILE CRK TRNK SWR P2	E	1/04/2024	4,830.10		008540		51,460.66
	*** VENDOR TOTALS ***					1 CHECKS		51,460.66
011377	STRAND ASSOCIATES, INC.							
I-0205394 #32	PAY 32-ANKENY ASR	R	1/02/2024	1,441.00		246242		
I-0205596 #8	PAY 8-NE36TH ST/38TH ST WTR MN	R	1/02/2024	22,750.00		246242		24,191.00
	*** VENDOR TOTALS ***					1 CHECKS		24,191.00
002635	FUN EXPRESS LLC							
I-72873839401	SNOWMAN MINI MAS-KL	R	1/02/2024	144.06		246243		144.06
	*** VENDOR TOTALS ***					1 CHECKS		144.06
000211	GALE							
I-83046804	DEC CHRISTIAN ROM 5 PLN	E	1/04/2024	99.71		008526		
I-83047155	DEC CHRISTIAN ROMNCE 4 PLN	E	1/04/2024	94.46		008526		
I-83047839	DEC DIVERSE VOICES 2 PLAN	E	1/04/2024	52.48		008526		246.65
	*** VENDOR TOTALS ***					1 CHECKS		246.65
003712	GALLS, LLC							
I-026321031	UNIFORMS - PD	R	1/02/2024	153.58		246244		153.58
	*** VENDOR TOTALS ***					1 CHECKS		153.58
009366	GEMPLER'S INC							
I-INV0004570239	PYR SCREAMER SIREN-PRSC	E	1/04/2024	270.90		008562		270.90
	*** VENDOR TOTALS ***					1 CHECKS		270.90
000222	GOLF COURSE SUPERINTENDENTS							
I-1309433	12/1/23-11/30/24 MBRSHIP-LB	R	1/02/2024	465.00		246245		465.00
	*** VENDOR TOTALS ***					1 CHECKS		465.00
000227	GRAINGER							
I-9924119986	HEATER - MU	E	1/04/2024	281.47		008527		
I-9931233549	BALLAST - PD	E	1/04/2024	83.02		008527		
I-9933195191	DRAIN STRAINER-PW	E	1/04/2024	43.03		008527		
I-9936235259	BALLAST - PD	E	1/04/2024	251.20		008527		
I-9940683841	BULBS - PD	E	1/04/2024	124.00		008527		
I-9940683858	DESK REPAIR - PD	E	1/04/2024	20.41		008527		
I-9941973472	FLUSH VALVES-FS1	E	1/04/2024	143.43		008527		
I-9942197618	FLUSH VALVES - FS2	E	1/04/2024	211.44		008527		1,158.00
	*** VENDOR TOTALS ***					1 CHECKS		1,158.00

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000252	GRIMES ASPHALT AND PAVING CORP							
I-25358	12/08/23 COLD MIX	R	1/02/2024	1,888.50		246246		1,888.50
000252	GRIMES ASPHALT AND PAVING CORP							
I-25379	12/14/23 1/2 30R	R	1/02/2024	228.00		246247		228.00
	*** VENDOR TOTALS ***					2 CHECKS		2,116.50
005993	HANDLEY LAW FIRM							
I-12/14/2023	NOVEMBER 2023 SERVICES	E	1/04/2024	8,520.00		008551		8,520.00
	*** VENDOR TOTALS ***					1 CHECKS		8,520.00
011626	HAPPYFOX INC							
I-08CE31CA-0004	12/27/23-10/17/24 HPYFX HLPDSK	E	1/04/2024	252.64		008569		252.64
	*** VENDOR TOTALS ***					1 CHECKS		252.64
001815	HAWKEYE TRUCK EQUIPMENT							
I-160279	UNIT #610 PARTS	R	1/02/2024	132.00		246248		132.00
	*** VENDOR TOTALS ***					1 CHECKS		132.00
011976	HENSLEY CONCRETE COATINGS INC							
I-626	DEPOSIT-FS1 HALLWAY FLOOR	E	1/04/2024	2,945.34		008572		2,945.34
	*** VENDOR TOTALS ***					1 CHECKS		2,945.34
011769	HMG LAND MANAGEMENT LLC							
I-969	2023 NATIVE VEGETATION	E	1/04/2024	4,668.75		008571		4,668.75
	*** VENDOR TOTALS ***					1 CHECKS		4,668.75
008906	IMAGE TREND INC							
I-PS-INV104923	MYEMSCARE MONTHLY FEE	E	1/04/2024	87.50		008558		87.50
	*** VENDOR TOTALS ***					1 CHECKS		87.50
000407	INTERSTATE ALL BATTERY CENTER							
C-1925901008123	CR: UNIT #241 PARTS	R	1/02/2024	70.00CR		246249		
I-1925901008126	BATTERIES - FD	R	1/02/2024	75.00		246249		5.00
	*** VENDOR TOTALS ***					1 CHECKS		5.00
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4961182	ALCOHOL FOR RESALE -OC	R	1/02/2024	150.90		246250		150.90
	*** VENDOR TOTALS ***					1 CHECKS		150.90
002025	IOWA COMMERCIAL REAL ESTATE AS							
I-FY24	2024 ANNUAL MEMBERSHIP DUES	R	1/02/2024	85.00		246251		85.00
	*** VENDOR TOTALS ***					1 CHECKS		85.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
004476	IOWA MEDICAID ENTERPRISE							
I-01 2024	JANUARY 2024 STATE SHARE	R	1/02/2024	15,147.49		246252		15,147.49
	*** VENDOR TOTALS ***					1 CHECKS		15,147.49
000644	IOWA SIGNAL INC							
I-PAY1FNL-36THFIBER	PAY1FINAL-36TH ST FIBER	R	1/02/2024	54,918.07		246253		54,918.07
000644	IOWA SIGNAL INC							
I-RTNG-36THFIBER	RTNG-36TH ST FIBER OPTIC	R	1/02/2024	2,890.43		246254		2,890.43
	*** VENDOR TOTALS ***					2 CHECKS		57,808.50
001086	IOWA STATE UNIVERSITY							
I-2024 IOWA MPI-MY	WINTER SESSION 2024 IA MPI-MY	R	1/02/2024	224.00		246255		224.00
	*** VENDOR TOTALS ***					1 CHECKS		224.00
009276	J & M GOLF INC							
I-0689948-IN	MERCH FOR RESALE - OC	R	1/02/2024	85.31		246256		85.31
	*** VENDOR TOTALS ***					1 CHECKS		85.31
007827	JEO CONSULTING GROUP INC							
I-147042 #9	PAY 9-TRANSPORTATION MSTR PLN	E	1/04/2024	20,932.50		008555		20,932.50
	*** VENDOR TOTALS ***					1 CHECKS		20,932.50
006326	JOHNSON BROTHERS OF IOWA							
I-1942602	ALCOHOL FOR RESALE - OC	R	1/02/2024	288.00		246257		288.00
	*** VENDOR TOTALS ***					1 CHECKS		288.00
000292	KARL CHEVROLET INC							
I-10234	VEHICLE LIGHTS - FD	R	1/02/2024	351.94		246258		351.94
	*** VENDOR TOTALS ***					1 CHECKS		351.94
000065	RENEWABLE ENERGY GROUP INC							
I-575612	12/19/23 DIESEL DYED/87E10	E	1/04/2024	18,870.32		008524		18,870.32
	*** VENDOR TOTALS ***					1 CHECKS		18,870.32
009201	KIESLER POLICE SUPPLY INC							
I-IN229030	SPEER 9MM TMJCF	E	1/04/2024	22,420.50		008559		22,420.50
	*** VENDOR TOTALS ***					1 CHECKS		22,420.50
000581	MIDWEST MOTOR SUPPLY CO INC							
I-101708034	FIRST AID SUPPLIES - CG	E	1/04/2024	96.88		008534		
I-101728796	SHOP BOLTS- PKS	E	1/04/2024	455.10		008534		551.98
	*** VENDOR TOTALS ***					1 CHECKS		551.98

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008587	KINZLER CONSTRUCTION SERVICES							
I-2321977.0001	DOOR REPAIRS - CG	R	1/02/2024	101.50		246259		
I-2322836.0001	DOOR REPAIRS - PW	R	1/02/2024	301.50		246259		403.00
	*** VENDOR TOTALS ***					1 CHECKS		403.00
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-94928 #4	PAY 4-NE62ND ST BOX CLVRT DSGN	E	1/04/2024	11,897.50		008537		11,897.50
	*** VENDOR TOTALS ***					1 CHECKS		11,897.50
011610	QUINN LOPREATO							
I-12/13/2023 MEAL	12/13/23 MEAL REIMBURSEMENT	E	1/04/2024	15.40		008579		15.40
	*** VENDOR TOTALS ***					1 CHECKS		15.40
000470	LUMEN							
I-668574260	12/12/2023 STATEMENT	E	1/04/2024	690.21		008532		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009304	ELIZABETH LYONS							
I-12/11/2023ORNMT	12/11/23 ORNAMENT CLASS	R	1/02/2024	1,716.00		246260		1,716.00
	*** VENDOR TOTALS ***					1 CHECKS		1,716.00
002207	MANATTS INC							
I-5122200	11/27/23 SUD 20ASH 3AGG	E	1/04/2024	1,200.00		008541		
I-5122573	11/30/23 M-4 NO ASH	E	1/04/2024	1,575.00		008541		
I-5122664	12/1/23 SUD 20ASH 3AGG	E	1/04/2024	1,256.00		008541		
I-5123253	12/11/23 SUD 20ASH 3AGG	E	1/04/2024	924.00		008541		4,955.00
	*** VENDOR TOTALS ***					1 CHECKS		4,955.00
001799	MARTIN MARIETTA AGGREGATE							
I-41188902	11/30/23 1" CLEAN	R	1/02/2024	1,167.34		246261		1,167.34
	*** VENDOR TOTALS ***					1 CHECKS		1,167.34
009346	MARY'S CLEANING CARE INC							
I-33375	DECEMBER 2023 CLEANING - CH	R	1/02/2024	829.00		246262		
I-33376	DECEMBER CLEANINGS - FD	R	1/02/2024	383.00		246262		
I-33377	ADDITIONAL KITCHEN CLEAN-FD	R	1/02/2024	165.00		246262		
I-33378	12/2023 CLEANINGS - KL	R	1/02/2024	7,845.00		246262		
I-33379	DECEMBER CLEANINGS - PSB	R	1/02/2024	1,190.00		246262		
I-33380	DECEMBER 2023 CLEANING - PD	R	1/02/2024	2,889.00		246262		
I-33381	DECEMBER CLEANINGS -ACC	R	1/02/2024	1,645.00		246262		
I-33382	DECEMBER 2023 CLEANING - PW	R	1/02/2024	175.00		246262		
I-33424	12/2023 CLEANINGS -LAKESIDE	R	1/02/2024	450.00		246262		
I-33425	12/2023 CLEANINGS - OEC	R	1/02/2024	285.00		246262		
I-33426	JANITORIAL SUPPLIES - FD	R	1/02/2024	74.00		246262		
I-33427	JANITORIAL SUPPLIES - PW	R	1/02/2024	74.00		246262		
I-33428	JANITORIAL SUPPLIES - KL	R	1/02/2024	794.00		246262		
I-33429	JANITORIAL SUPPLIES - PSB	R	1/02/2024	258.00		246262		
I-33430	JANITORIAL SUPPLIES - CH	R	1/02/2024	334.00		246262		
I-33431	JANITORIAL SUPPLIES - ACC	R	1/02/2024	794.00		246262		18,184.00
	*** VENDOR TOTALS ***					1 CHECKS		18,184.00

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000313	MCANINCH CORPORATION							
I-RTNG-IRV TRNS MN	RTNG-IRVINDLE TRNS MN PH3	R	1/02/2024	44,441.09		246263		44,441.09
	*** VENDOR TOTALS ***					1 CHECKS		44,441.09
002183	MCCLURE ENGINEERING CO							
I-148445 #19	PAY 19-NW18TH RECON ASH/ANK BV	R	1/02/2024	5,096.35		246264		5,096.35
002183	MCCLURE ENGINEERING CO							
I-149435 #23 FINAL	PAY 23 FINAL-IRVNDLE WTR MN P3	R	1/02/2024	30,320.01		246265		30,320.01
	*** VENDOR TOTALS ***					2 CHECKS		35,416.36
004747	MENARDS							
I-95860	TOOLS/MAINT SPLY/BLDG SPLY-MU	R	1/02/2024	157.15		246266		
I-95881	OIL/BATS/PNT HRDNR/PLUG-PRSC	R	1/02/2024	115.20		246266		
I-96051	DUSTPAN/FLOOR CLNR-OEC	R	1/02/2024	24.32		246266		
I-96052	ELECTRIC REPAIR SUPPLIES - PKS	R	1/02/2024	98.70		246266		
I-96107	BUILDING SUPPLIES - MU	R	1/02/2024	31.98		246266		
I-96143	ROW SUPPLIES - PW	R	1/02/2024	32.98		246266		
I-96182	FLEX TAPE - OCM	R	1/02/2024	22.87		246266		
I-96189	DUST PAN/PUTTY KNIFE/CAULK/-FS	R	1/02/2024	31.74		246266		
I-96228	BUILDING SUPPLIES - FD	R	1/02/2024	169.49		246266		
I-96249	WATER MAINT SUPPLIES - MU	R	1/02/2024	96.20		246266		
I-96358	CABLE/CONNECTOR - FD	R	1/02/2024	107.49		246266		
I-96390	SWIFFER DUSTER/DRILL PTS-PW	R	1/02/2024	19.31		246266		
I-96434	BUILDING SUPPLIES - FD	R	1/02/2024	11.97		246266		
I-96435	ANCHOR/PIPE/SLDR/ELBW/BRSH/FS2	R	1/02/2024	108.08		246266		
I-96436	HOSE - FD	R	1/02/2024	19.98		246266		
I-96467	COPPER - FS	R	1/02/2024	13.43		246266		
I-96473	CONNECTOR - FD	R	1/02/2024	63.96		246266		
I-96518	VELCRO/RED/BLK-PD	R	1/02/2024	21.78		246266		1,146.63
	*** VENDOR TOTALS ***					1 CHECKS		1,146.63
007664	MERCY NORTH PHARMACY							
I-12/15/23	EMS PHARMACY - FD	R	1/02/2024	120.27		246267		120.27
	*** VENDOR TOTALS ***					1 CHECKS		120.27
000271	MIDAMERICAN ENERGY COMPANY							
I-FY24 #7 1695158009 12/12/23 STATEMENT		E	1/04/2024	98,310.58		008528		98,310.58
	*** VENDOR TOTALS ***					1 CHECKS		98,310.58
002765	MIDWEST BREATHING AIR LLC							
I-27290	QUARTERLY AIR TESTING - FD	E	1/04/2024	530.76		008543		530.76
	*** VENDOR TOTALS ***					1 CHECKS		530.76

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			DATE	AMOUNT		NO	STATUS	AMOUNT
000945	MIDWEST WHEEL COMPANIES							
I-3505362-00	UNIT #351 PARTS	R	1/02/2024	123.12		246268		
I-3506496-00	PLOW TRUCK PARTS - PW	R	1/02/2024	369.36		246268		
I-3511217-00	MUD FLAPS - SQUAD CARS	R	1/02/2024	271.84		246268		764.32
	*** VENDOR TOTALS ***					1 CHECKS		764.32
1	ADAMS, EVAN							
I-000202312270694	US REFUND	R	1/02/2024	97.29		246174		97.29
1	ALBAYATI, DOAA							
I-000202312270707	US REFUND	R	1/02/2024	50.54		246175		50.54
1	ANSTINE, KENNEDY							
I-000202312270719	US REFUND	R	1/02/2024	57.96		246176		57.96
1	ARENS, KELSEY							
I-000202312270702	US REFUND	R	1/02/2024	46.00		246177		46.00
1	BAKKE, PAIGE							
I-000202312270701	US REFUND	R	1/02/2024	100.00		246178		100.00
1	CAUWELS, MATTHEW							
I-000202312270700	US REFUND	R	1/02/2024	59.22		246179		59.22
1	DEJONG, BRENNAN							
I-000202312270698	US REFUND	R	1/02/2024	51.31		246180		51.31
1	HENDRICKSON, BROOKE							
I-000202312270713	US REFUND	R	1/02/2024	40.72		246181		40.72
1	JENSEN, BRANDON							
I-000202312270709	US REFUND	R	1/02/2024	100.00		246182		100.00
1	KALEEM, NIDA							
I-000202312270691	US REFUND	R	1/02/2024	93.67		246183		93.67
1	KIMBERLEY DEVELOPMEN							
I-000202312270696	US REFUND	R	1/02/2024	583.72		246184		583.72
1	KOMAROMI, ELIZABETH							
I-000202312270689	US REFUND	R	1/02/2024	45.46		246185		45.46
1	MILLER, CALEB & TAYL							
I-000202312270714	US REFUND	R	1/02/2024	100.00		246186		100.00

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	MURRAY, JENNA							
	I-000202312270704 US REFUND	R	1/02/2024	55.47		246187		55.47
1	MYERS, MARY BETH							
	I-000202312270710 US REFUND	R	1/02/2024	100.00		246188		100.00
1	NELSON, PATRICIA J							
	I-000202312270718 US REFUND	R	1/02/2024	60.40		246189		60.40
1	NISWANDER, SUSAN							
	I-000202312270706 US REFUND	R	1/02/2024	100.00		246190		100.00
1	NOLTENSMEIER, MICHAEL							
	I-000202312270705 US REFUND	R	1/02/2024	99.81		246191		99.81
1	NTABO, RACHAEL							
	I-000202312270708 US REFUND	R	1/02/2024	25.42		246192		25.42
1	PENROD, JOEL							
	I-000202312270703 US REFUND	R	1/02/2024	85.45		246193		85.45
1	PFINGSTEN, JENNA							
	I-000202312270699 US REFUND	R	1/02/2024	52.61		246194		52.61
1	PHIAKHAMTA, MARCUS							
	I-000202312270688 US REFUND	R	1/02/2024	42.87		246195		42.87
1	PIEART, SAMANTHA							
	I-000202312270717 US REFUND	R	1/02/2024	43.37		246196		43.37
1	POLICH, SABRINA							
	I-000202312270692 US REFUND	R	1/02/2024	59.28		246197		59.28
1	RITCHIE, JENNIFER							
	I-000202312270715 US REFUND	R	1/02/2024	98.67		246198		98.67
1	RUMMANS, MARK							
	I-000202312270711 US REFUND	R	1/02/2024	85.45		246199		85.45
1	SCHRAUTH, ALEXA							
	I-000202312270695 US REFUND	R	1/02/2024	54.51		246200		54.51
1	SHTM MORTGAGE LLC							
	I-000202312270716 US REFUND	R	1/02/2024	100.00		246201		100.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SOLHEIM, NOAH							
I-000202312270693	US REFUND	R	1/02/2024	65.09		246202		65.09
1	VUKELICH, ANDREW							
I-000202312270690	US REFUND	R	1/02/2024	99.98		246203		99.98
1	WEINACHT, SUE A							
I-000202312270712	US REFUND	R	1/02/2024	100.00		246204		100.00
1	ZEHNDER, SYDNEY							
I-000202312270697	US REFUND	R	1/02/2024	93.44		246205		93.44
	*** VENDOR TOTALS ***					32 CHECKS		2,847.71
000391	MOST DEPENDABLE FOUNTAINS							
I-INV75492	CRKSD PK BOTTLE FILL FTN	R	1/02/2024	5,680.00		246269		5,680.00
	*** VENDOR TOTALS ***					1 CHECKS		5,680.00
006756	MTI DISTRIBUTING INC							
I-1413229-00	STRIPING KIT-PRSC	R	1/02/2024	1,120.00		246270		1,120.00
	*** VENDOR TOTALS ***					1 CHECKS		1,120.00
000350	MUNICIPAL SUPPLY INC							
I-0893860-IN	DISTRIBUTION PARTS - MU	R	1/02/2024	493.00		246271		
I-0893861-IN	METERS - MU	R	1/02/2024	258.87		246271		751.87
	*** VENDOR TOTALS ***					1 CHECKS		751.87
003057	NAPA AUTO PARTS							
C-2986-728762	CR: UNIT #117 PARTS	R	1/02/2024	358.98CR		246272		
I-2986-728140	UNIT #63 PARTS	R	1/02/2024	254.99		246272		
I-2986-728142	UNIT #117 PARTS	R	1/02/2024	208.70		246272		
I-2986-728150	UNIT #987 PARTS	R	1/02/2024	27.98		246272		
I-2986-728162	UNIT #63 PARTS	R	1/02/2024	6.39		246272		
I-2986-728187	OIL FILTERS/FUEL FILTER - CG	R	1/02/2024	152.02		246272		
I-2986-728188	UNIT #94 PARTS	R	1/02/2024	31.27		246272		
I-2986-728223	GAS CAP - MU	R	1/02/2024	17.49		246272		
I-2986-728296	UNIT #117 PARTS	R	1/02/2024	342.99		246272		
I-2986-728420	UNIT #117 PARTS	R	1/02/2024	15.99		246272		
I-2986-728424	UNIT #920 PARTS	R	1/02/2024	60.99		246272		
I-2986-728433	UNIT #59 PARTS	R	1/02/2024	437.58		246272		
I-2986-728485	FIRE TRUCK PARTS	R	1/02/2024	21.98		246272		
I-2986-728518	SHOP SUPPLIES - CG	R	1/02/2024	25.24		246272		
I-2986-728632	SHOP SUPPLIES - CG	R	1/02/2024	17.45		246272		
I-2986-728654	UNIT #141 PARTS	R	1/02/2024	9.39		246272		
I-2986-728673	UNIT #117 PARTS	R	1/02/2024	220.64		246272		
I-2986-728837	UNIT #117 PARTS	R	1/02/2024	33.99		246272		
I-2986-728900	SHOP SUPPLIES - CG	R	1/02/2024	74.50		246272		
I-2986-728917	UNIT #906 PARTS	R	1/02/2024	149.99		246272		
I-2986-728919	UNIT #906 PARTS	R	1/02/2024	8.49		246272		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-2986-728926	UNIT #906 PARTS	R	1/02/2024	8.49		246272		
I-2986-728937	UNIT #408 PARTS	R	1/02/2024	8.99		246272		1,776.56
	*** VENDOR TOTALS ***					1 CHECKS		1,776.56
003164	NILLES ASSOCIATES INC							
I-22017.06 #6	PAY 6-CRSTMR SAN SWR RPLCMNT	E	1/04/2024	3,135.00		008544		
I-23060.01 #1	PAY 1-MAG RD/SW STATE IMP WEST	E	1/04/2024	49,278.25		008544		52,413.25
	*** VENDOR TOTALS ***					1 CHECKS		52,413.25
009284	JERRY'S TRANSMISSION SERVICE I							
I-0042224	VEHICLE PARTS - FD	E	1/04/2024	133.41		008561		133.41
	*** VENDOR TOTALS ***					1 CHECKS		133.41
003727	ODP BUSINESS SOLUTIONS, LLC							
C-344249376001	CR: OFFICE SUPPLIES - CH	R	1/02/2024	26.95CR		246273		
I-340058526001	OFFICE SUPPLIES - CH	R	1/02/2024	67.67		246273		
I-340770399001	OFFICE SUPPLIES - PSB	R	1/02/2024	57.22		246273		
I-344406763001	OFFICE SUPPLIES - PSB	R	1/02/2024	159.00		246273		
I-345255378001	CERTIFICATE SUPPLIES - HR	R	1/02/2024	89.03		246273		
I-345526877001	OFFICE SUPPLIES - KL	R	1/02/2024	222.99		246273		568.96
	*** VENDOR TOTALS ***					1 CHECKS		568.96
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 1-23STRMSWR	PAY 1-2023 STORM SWR REPAIRS	R	1/02/2024	9,564.12		246274		9,564.12
	*** VENDOR TOTALS ***					1 CHECKS		9,564.12
007878	OVERDRIVE INC							
I-06497C023448105	MULTIMEDIA -KL	E	1/04/2024	89.94		008556		
I-06497C023454809	MULTIMEDIA -KL	E	1/04/2024	864.64		008556		954.58
	*** VENDOR TOTALS ***					1 CHECKS		954.58
000055	C2G CORPORATION							
I-CG19899	BALANCING BEADS - CG	R	1/02/2024	900.00		246275		900.00
	*** VENDOR TOTALS ***					1 CHECKS		900.00
009158	PERFORMANCE FOODSERVICE - THOM							
I-7459737	FOOD FOR RESALE - OC	R	1/02/2024	775.97		246276		775.97
	*** VENDOR TOTALS ***					1 CHECKS		775.97
011988	PLAN-IT SOFTWARE							
I-23PLAN-IT-1162	CIP SOFTWARE RENEWAL	E	1/04/2024	1,600.00		008574		1,600.00
	*** VENDOR TOTALS ***					1 CHECKS		1,600.00

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011708	PLAYAWAY PRODUCTS LLC							
I-448747	MULTIMEDIA - KL	E	1/04/2024	406.44		008570		406.44
	*** VENDOR TOTALS ***					1 CHECKS		406.44
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-00100319	CONTROL BURN PERMITS-PKS	R	1/02/2024	182.00		246277		182.00
	*** VENDOR TOTALS ***					1 CHECKS		182.00
009386	POMP'S TIRE SERVICE, INC							
I-1400129697	TIRES - SQUAD CARS	E	1/04/2024	976.78		008563		
I-1400129710	UNIT #252 ROAD SERVICE	E	1/04/2024	589.08		008563		1,565.86
	*** VENDOR TOTALS ***					1 CHECKS		1,565.86
002713	PROTEX CENTRAL INC							
I-147465	FE REPLACEMENT - MU	R	1/02/2024	500.60		246278		500.60
	*** VENDOR TOTALS ***					1 CHECKS		500.60
006390	QUILL CORPORATION							
I-35889850	AVERY BUS CARDS-P&R	R	1/02/2024	38.40		246279		38.40
	*** VENDOR TOTALS ***					1 CHECKS		38.40
002327	R A D SYSTEMS							
I-24RCT 3029	FY24 RAD RENEWAL-W. REED	R	1/02/2024	75.00		246280		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
005557	RACOM CORPORATION							
I-2B199885	SWITCH REPLACEMENT - FD	E	1/04/2024	49.52		008550		49.52
	*** VENDOR TOTALS ***					1 CHECKS		49.52
008276	RELIANT FIRE APPARATUS INC							
I-5WI000496	PUMP GOV - FD	R	1/02/2024	2,665.42		246281		
I-5WI000501	TRUCK REPAIRS - FD	R	1/02/2024	4,039.05		246281		6,704.47
	*** VENDOR TOTALS ***					1 CHECKS		6,704.47
010344	RIGHT DOSE PHARMACY							
I-01242024-RDP	CANCELLATION REFUND -KL	R	1/02/2024	475.00		246282		475.00
	*** VENDOR TOTALS ***					1 CHECKS		475.00
011464	RJN GROUP, INC.							
I-39920103	CCTV INSPECTION	E	1/04/2024	8,460.00		008568		8,460.00
	*** VENDOR TOTALS ***					1 CHECKS		8,460.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-279946	FOOD FOR RESALE - OC	E	1/04/2024	48.16		008553		48.16
	*** VENDOR TOTALS ***					1 CHECKS		48.16

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004079	STRAWBERRY PATCH							
I-94146	LITTLE DUNKERS T-SHIRTS	R	1/02/2024	5,520.00		246283		
I-94157	PICKLEBALL SHIRTS-ACC	R	1/02/2024	435.50		246283		5,955.50
	*** VENDOR TOTALS ***					1 CHECKS		5,955.50
000791	COREY J SCHNEDEN							
I-12/05/23-12/06/23	12/5-12/6/23 TRAVEL REMBRST	R	1/02/2024	326.19		246284		326.19
	*** VENDOR TOTALS ***					1 CHECKS		326.19
006963	DAVID SCHUMACHER							
I-11/30/2023 TRAVEL	11/30/23 EQUIP/MEAL RMBRST	E	1/04/2024	29.03		008576		29.03
	*** VENDOR TOTALS ***					1 CHECKS		29.03
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-458093 #17	PAY 17-ANK BLVD TRNSMSN MN	E	1/04/2024	40,178.00		008565		40,178.00
	*** VENDOR TOTALS ***					1 CHECKS		40,178.00
003348	SMITH'S SEWER SERVICE INC							
I-447396	DRAIN CLEANING - MU	R	1/02/2024	812.50		246285		812.50
	*** VENDOR TOTALS ***					1 CHECKS		812.50
000990	SNYDER & ASSOCIATES INC							
I-120.0315.01 #33	PAY 33-ANK BVD LNDSCEP IMP	E	1/04/2024	5,673.75		008538		
I-120.1113.01 #34	PAY 34-HTT TRNSMSN MND/DRNG IM	E	1/04/2024	8,489.56		008538		
I-121.0695.01 #29	PAY 29-DEL AVE RECON-5TH-18TH	E	1/04/2024	13,498.93		008538		
I-123.0135.01 #9	PAY 9-ORLBR RD/CRKVW TRFC SGNL	E	1/04/2024	7,005.87		008538		
I-123.0251.01 #8	PAY 8-DEL AVE/54TH TRFC SGNL	E	1/04/2024	4,471.78		008538		
I-123.0584.01 #3	PAY 3-ANK BVD IMP 1ST TO 11TH	E	1/04/2024	46,633.00		008538		
I-123.0680.01 #8	PAY 8-ANK BVD IMP/PET DR/1ST	E	1/04/2024	31,836.75		008538		117,609.64
	*** VENDOR TOTALS ***					1 CHECKS		117,609.64
011407	HALEY WEDEMEIER							
I-12/12/2023 CAKE	12/12/23 CAKE DECOR CLASS-ACC	E	1/04/2024	603.00		008566		603.00
	*** VENDOR TOTALS ***					1 CHECKS		603.00
003408	STANTEC CONSULTING SERVICES IN							
I-2173903	EX ORDNANCE PLANT	R	1/02/2024	15,756.79		246286		15,756.79
	*** VENDOR TOTALS ***					1 CHECKS		15,756.79
001264	SUNBELT RENTALS INC							
I-145958117-0001	AIR COMPRESSOR RENTAL-PKS	R	1/02/2024	876.08		246287		876.08
	*** VENDOR TOTALS ***					1 CHECKS		876.08

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			DATE	AMOUNT		NO	STATUS	AMOUNT
000124	SYSO IOWA INC							
I-339347743	FOOD FOR RESALE - OC	R	1/02/2024	355.92		246288		
I-339349002	FOOD FOR RESALE - OC	R	1/02/2024	27.25		246288		383.17
	*** VENDOR TOTALS ***					1 CHECKS		383.17
006031	KATIE THIELMAN							
I-12/01/2023	12/1-12/14/23 MILEAGE	E	1/04/2024	54.69		008552		54.69
	*** VENDOR TOTALS ***					1 CHECKS		54.69
010080	TJL INVESTMENTS, LLC							
I-12/2023 LAND	12/2023 LAND ACQUISITION	R	12/21/2023	4,410.00		246170		4,410.00
	*** VENDOR TOTALS ***					1 CHECKS		4,410.00
000444	TOMPKINS INDUSTRIES INC							
I-405596552	PLOW TRUCK PARTS	E	1/04/2024	34.79		008530		34.79
	*** VENDOR TOTALS ***					1 CHECKS		34.79
004159	TOYNE INC							
I-IN0016969	VEHICLE PARTS - FD	R	1/02/2024	121.08		246289		121.08
	*** VENDOR TOTALS ***					1 CHECKS		121.08
004713	TRANSIT WORKS							
I-151837	MAGNET FIELD RNWL-ENG	R	1/02/2024	815.00		246290		
I-151851	GPS - ENG	R	1/02/2024	22.95		246290		837.95
	*** VENDOR TOTALS ***					1 CHECKS		837.95
011455	TRIVISTA COMPANIES INC							
I-XA100017022:01	PLOW TRUCK PARTS	R	1/02/2024	349.69		246291		
I-XA100018951:01	BATTERY - PW	R	1/02/2024	349.69		246291		
I-XA100020297:01	UNIT #268 PARTS	R	1/02/2024	559.58		246291		
I-XA100020297:02	#268 FUEL TANK	R	1/02/2024	1,689.10		246291		
I-XA100020355:01	SHOP SUPPLIES - CG	R	1/02/2024	244.72		246291		3,192.78
	*** VENDOR TOTALS ***					1 CHECKS		3,192.78
000468	TRUCK EQUIPMENT INC							
I-312463	SOLENOID - PLOW TRUCKS	E	1/04/2024	257.04		008531		
I-312751	#220 AIR CYLINDER	E	1/04/2024	1,208.21		008531		1,465.25
	*** VENDOR TOTALS ***					1 CHECKS		1,465.25
000966	U S BANK							
I-11/23 P-CARD STMT	U S BANK	D	12/22/2023	27,131.58		002394		27,131.58
	*** VENDOR TOTALS ***					1 CHECKS		27,131.58

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002394	THE UNDERGROUND COMPANY LTD							
I-3118	SANITARY SEWER REPAIRS	R	1/02/2024	47,604.00		246292		
I-3145	SANITARY SEWER REPAIRS	R	1/02/2024	23,714.00		246292		
I-3146	SANITARY SEWER REPAIRS	R	1/02/2024	19,295.00		246292		
I-3152	SANITARY SEWER REPAIRS	R	1/02/2024	6,362.00		246292		96,975.00
	*** VENDOR TOTALS ***					1 CHECKS		96,975.00
010036	USCC SERVICES LLC							
I-0620297539	12/02/2023 STATEMENT	R	1/02/2024	724.43		246293		724.43
	*** VENDOR TOTALS ***					1 CHECKS		724.43
000511	USGA CLUB MEMBERSHIP							
I-FY24 43742196	2024 ANNUAL CLUB MBRSH-OC	R	1/02/2024	150.00		246294		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000475	UTILITY EQUIPMENT COMPANY							
I-20056591-000	SEWER SUPPLIES - MU	E	1/04/2024	476.16		008533		476.16
	*** VENDOR TOTALS ***					1 CHECKS		476.16
005012	VAN-WALL EQUIPMENT INC							
I-6095283	SMALL ENGINE SUPPLIES - PKS	E	1/04/2024	167.44		008548		
I-6095328	UNIT #809 OIL FILTER/HYGARD-OC	E	1/04/2024	53.79		008548		
I-6096450	CHAIN SAW/BAR NUT-PRSC	E	1/04/2024	26.43		008548		
I-6098131	ROW SUPPLIES - PW	E	1/04/2024	195.22		008548		
I-6098135	UNIT #245 PARTS	E	1/04/2024	167.51		008548		
I-6100945	UNIT #809 PARTS -OCM	E	1/04/2024	219.00		008548		
I-6100979	HP ULTRA -PRSC	E	1/04/2024	52.56		008548		881.95
	*** VENDOR TOTALS ***					1 CHECKS		881.95
007560	CORY VAUDT							
I-12/21/23	QUARTERLY STIPEND/MD CELL - FD	E	1/04/2024	3,870.00		008578		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
004796	WALSH DOOR & HARDWARE COMPANY							
I-805565	CAMERA SERVICE - IT	R	1/02/2024	867.00		246295		867.00
	*** VENDOR TOTALS ***					1 CHECKS		867.00
002569	WASTE CONNECTIONS INC							
I-3596501T071	12/2023 WASTE SVCS -PRSC	R	1/02/2024	596.40		246296		
I-3598260T071	12/1-12/31/23 SVCS - FS#2	R	1/02/2024	63.25		246296		
I-3598261T071	12/2023 WASTE SVCS FS1/ACC	R	1/02/2024	276.34		246296		
I-3598262T071	12/1-12/31/23 SVCS - FS#3	R	1/02/2024	63.25		246296		
I-3598266T071	12/2023 WASTE SVCS-OCM	R	1/02/2024	47.41		246296		
I-3598267T071	12/1-12/31/23 SVCS - MAINT FAC	R	1/02/2024	292.32		246296		
I-3598269T071	12/2023 WASTE SVCS-PK MNT	R	1/02/2024	252.99		246296		
I-3598270T071	12/1-12/31/23 SVCS - PD	R	1/02/2024	63.25		246296		
I-3598272T071	12/2023 WASTE SVCS -PRSC	R	1/02/2024	80.56		246296		
I-3598273T071	12/1-12/31/23 SVCS - PSB	R	1/02/2024	81.16		246296		
I-3598274T071	12/1-12/31/23 SVCS-WASTEWATER	R	1/02/2024	96.96		246296		1,913.89
	*** VENDOR TOTALS ***					1 CHECKS		1,913.89

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 12/21/2023 THRU 1/04/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006289	CHRIS WEBER							
I-12/05/23-12/06/23	12/5-12/6/23 TRAVEL RMBSMNT	R	1/02/2024	135.40		246297		135.40
*** VENDOR TOTALS ***						1 CHECKS		135.40

011982	JONERIC PRODUCTS INC							
I-64395	WINTER TRACTION AID	E	1/04/2024	547.59		008573		547.59
*** VENDOR TOTALS ***						1 CHECKS		547.59

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	126	877,107.83	0.00	877,107.83
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	1,403,978.58	0.00	1,403,978.58
EFT:	57	518,335.84	0.00	518,335.84
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: APFNB TOTALS:	185	2,799,422.25	0.00	2,799,422.25
BANK: APFNB TOTALS:	185	2,799,422.25	0.00	2,799,422.25
REPORT TOTALS:	185	2,799,422.25	0.00	2,799,422.25

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APFNB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 12/21/2023 THRU 1/04/2024

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2023.

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
 ACFR

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2023



City of Ankeny, Iowa

Annual Comprehensive Financial Report
For the Year Ended June 30, 2023

Prepared By:
Finance Department

Introductory Section

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City of Ankeny, Iowa Annual Comprehensive Financial Report For the Year Ended June 30, 2023

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December 15, 2023

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, 2023, 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, 2023.

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, 2023. The independent auditor’s report is located at the front of the financial section of this report.

Management’s discussion and analysis (MD&A) immediately follows the independent auditor’s 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 sixth largest city, located just north of Des Moines, Iowa’s state capital. Based on the 2022 U.S. Census Bureau estimates, Ankeny has grown to a population of 72,222. Between April 1, 2021 and April 1, 2022, Ankeny added an estimated 1,935 residents, an average of 5 people per day; a 2.8% increase.

Public education is provided by the Ankeny Community School District, North Polk Community School District and Saydel Community School District. With a 2022-2023 state-certified enrollment of 12,671 students, the Ankeny Community School District is the 7th largest district in the state and one of the fastest-growing for more than a decade. They enjoy a 95.70% graduation rate. Private education is provided by the 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 and 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 seven-month preparation process includes a series of public meetings including multiple City Council work sessions and a public information meeting, culminating in April when the City Council, following a public hearing, adopts the annual budget and certifies it to the State of Iowa by April 30.

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 was ranked in 2019 by the U.S. Census Bureau as the fastest growing city in the Midwest for cities with a population of 50,000 or more. 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.

Ankeny's unemployment rate stood at 2.2 percent in 2022, which is lower than the 3.3 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: Ankeny Community Schools, Deere & Company, Casey's Retail Company, Baker Group, City of Ankeny, Perishable Distributors of Iowa, Des Moines Area Community College (DMACC), Mom's Meals, Hy-Vee Commissary and Amazon. 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 strategic 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 2023-2027 Capital Improvement Program anticipates the expenditure of \$200,022,000. This reflects a \$35,162,889 increase in project expenditures over last year's program due to large increases in the bridge/box culvert, park facilities, storm water, streets and traffic control categories. The bridge/box culvert, streets and traffic control categories have grown as a result of adding projects to the capital improvement program, specifically the NE 18th Street Bridge over Interstate 35, NE 62nd Street RCB Culvert for Four Mile Creek Tributary, North Ankeny Boulevard Improvements – 1st Street to 11th Street, South Ankeny Boulevard Improvements – SE Peterson Drive to 1st Street and the Fiber Optic Network Upgrade. The increase in park facilities is related to adding pickleball courts to the Des Moines Street Parks project and the addition of the Prairie Ridge Sports Complex Tennis Courts Overlay project to the program. The increase in storm water is related to the potential for Natural Resources Conservation Service (NRCS) grant funding for the construction of several storm water projects. Of the \$200,022,000, 57% is identified for transportation projects, 33% for municipal utilities (water, sewer and storm water) projects, 5% for park facilities, 4% for municipal buildings and 1% for sidewalks/trails. The first year of the five-year CIP, which the City incorporates into the annual budget, is \$58,980,000 for fiscal year 2023. 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, 2023, unassigned fund balance in the general fund was 85 percent of total general fund expenditures. As of June 30, 2022, it was also 85 percent. 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 replacement of NE Delaware Avenue from a two-lane rural roadway to a four-lane divided urban street with left turn lanes at the intersections from just north of NE 5th Street to 700 feet north of NE 18th Street. The project also includes new permanent traffic signals and fiber optic connections.
- The reconstruction of NE 18th Street from NW Ash Drive to North Ankeny Boulevard. The project includes the widening from an existing two-lane street to a three-lane street with left turn lanes, right turn lanes where needed and raised medians.
- The improvement of SW Oralabor Road and SW State Street to widen all legs of the intersection to provide right-turn lanes and dual left-turn lanes on all approaches. The project also includes traffic signal and pedestrian ramp upgrades.

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, 2022. This was the 21st consecutive year that the government has received this prestigious award. In order to be awarded the Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report that 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 25th consecutive year, the City received the GFOA's Distinguished Budget Presentation Award for its annual budget document for the fiscal year beginning July 1, 2023. 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**

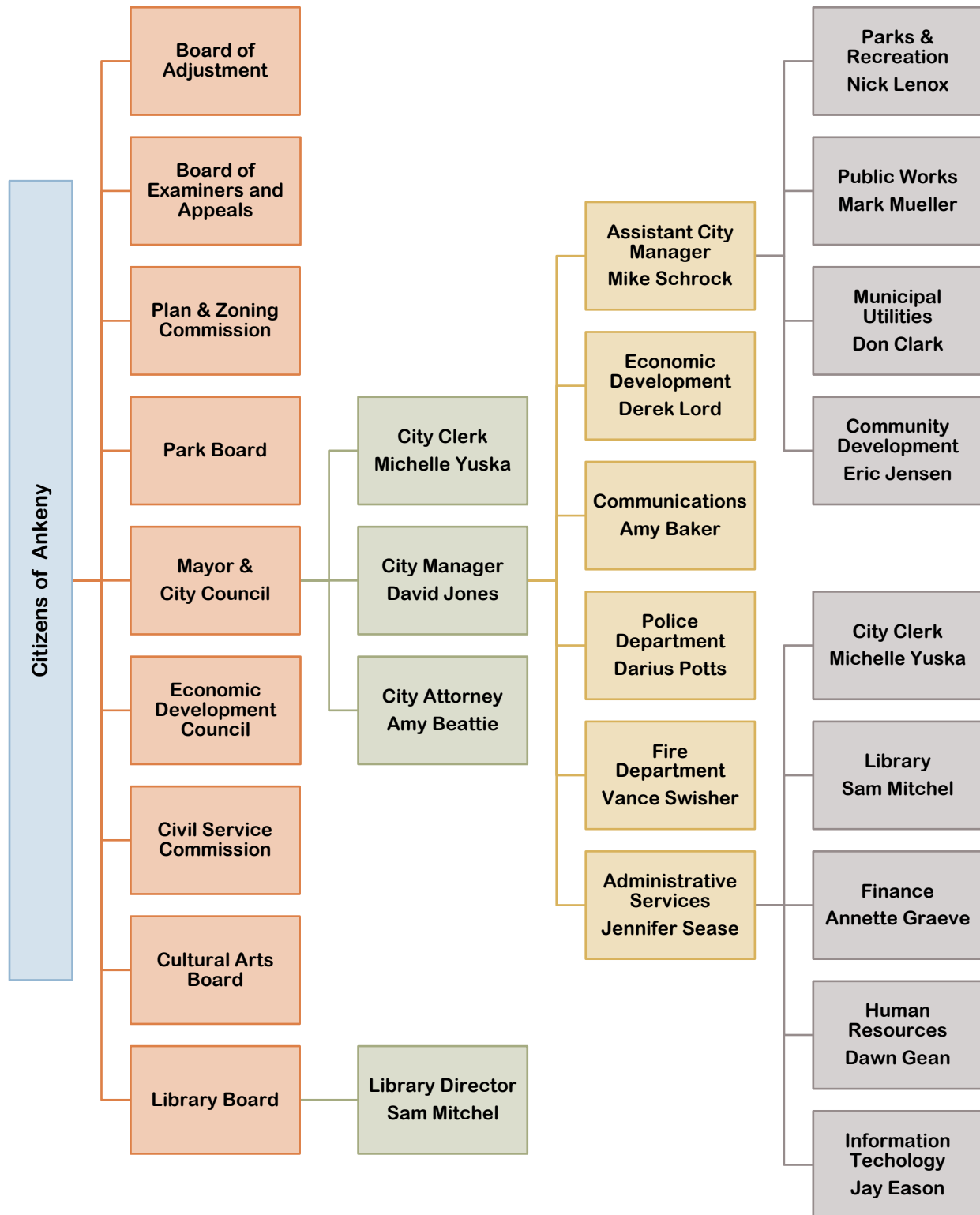
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO

ORGANIZATIONAL CHART



List of Principal Officials

City of Ankeny, Iowa
June 30, 2023

Elected Officials		Term Expires
Mayor	Mark Holm	12/31/2025
Council Member	Bobbi Bentz	12/31/2023
Council Member	Jeff Perry	12/31/2023
Council Member	Joe Ruddy	12/31/2025
Council Member	Todd Shafer	12/31/2023
Council Member	Kelly Stearns	12/31/2025
Appointed Officials		
City Manager		David A. Jones
Assistant City Manager		Mike Schrock
Director of Administrative Services		Jennifer Sease
City Clerk		Michelle Yuska
Community Development Director		Eric Jensen
Economic Development Director		Derek Lord
Fire Chief		Vance Swisher
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 Audit of the Financial Statements

Opinions

We have audited 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 ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying 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 as of June 30, 2023, 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.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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 is the responsibility of management and, 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 inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, 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.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements, capital asset schedules, and the schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The 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 nonmajor fund financial statements, capital asset schedules, 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.

Other Information

Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and 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 Sully LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 15, 2023

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, 2023. 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 \$576,029,521 (net position). Of this amount, \$93,194,673 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors. For the fiscal year ended June 30, 2022, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$535,457,475. Of this amount, \$74,692,251 was unrestricted.
- The government's total net position increased by \$40,572,046 during the fiscal year ended June 30, 2023. Governmental activities increased \$22,156,979 and business-type activities increased \$18,415,067. For fiscal year ended June 30, 2022, total net position increased \$45,061,668. Governmental activities increased \$26,678,473 and business-type activities increased by \$18,383,195.
- As of the close of the current fiscal year, the City of Ankeny's governmental funds reported combined ending fund balances of \$86,119,674, a decrease of \$6,089,714 in comparison with the prior year. As of the close of the fiscal year June 30, 2022, governmental funds reported combined ending fund balances of \$92,209,388.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$36,375,146 or 85.5 percent of total general fund expenditures. The unassigned fund balance for the general fund as of June 30, 2022 was \$31,329,837 or 85.6 percent of total general fund expenditures.
- The City of Ankeny's total debt decreased by \$3,397,643 (2.7 percent) during the current fiscal year. Total debt for fiscal year June 30, 2022, decreased by \$7,416,378 (5.6 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 26-27 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 twenty 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 fifteen 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 28-31 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 32-34 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 35-69 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 70-85 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 87-98 of this report. Statistical information related to the City can be found on pages 103-127.

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 \$576,029,521 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (79.1 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	
	2023 ⁽²⁾	2022 ⁽¹⁾	2023 ⁽²⁾	2022 ⁽¹⁾	2023 ⁽²⁾	2022 ⁽¹⁾
Current assets	\$ 168,225	\$ 168,912	\$ 57,934	\$ 57,937	\$ 226,159	\$ 226,849
Noncurrent assets:						
Restricted cash and cash equivalents	-	-	2,347	1,782	2,347	1,782
Net pension asset	-	-	-	70	-	70
Capital assets	345,666	324,832	232,332	214,610	577,998	539,442
Total assets	513,891	493,744	292,613	274,399	806,504	768,143
Deferred outflows of resources	9,142	8,605	666	675	9,808	9,280
Current liabilities	32,598	29,906	9,869	9,494	42,467	39,400
Noncurrent liabilities	110,848	100,624	26,461	25,826	137,309	126,450
Total liabilities	143,446	130,530	36,330	35,320	179,776	165,850
Deferred inflows of resources	59,307	73,696	1,199	2,418	60,506	76,114
Net investment in capital assets	255,706	249,777	200,201	186,989	455,907	436,766
Restricted	24,987	22,601	1,941	1,398	26,928	23,999
Unrestricted	39,587	25,744	53,608	48,948	93,195	74,692
Total net position	\$ 320,280	\$ 298,122	\$ 255,750	\$ 237,335	\$ 576,030	\$ 535,457

⁽¹⁾ 2022 amounts have not been restated

⁽²⁾ 2023 amounts have not been restated

An additional portion of the City's net position (4.7 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$93,194,673) 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 \$40,572,046 during the current fiscal year, which is a combination of a \$22,156,979 increase in governmental activities net position and an increase of \$18,415,067 in business-type activities net position.

Changes in Net Position (000's)						
	Governmental Activities		Business-Type Activities		Total	
	<u>2023</u> ⁽²⁾	<u>2022</u> ⁽¹⁾	<u>2023</u> ⁽²⁾	<u>2022</u> ⁽¹⁾	<u>2023</u> ⁽²⁾	<u>2022</u> ⁽¹⁾
Revenues:						
Program revenues:						
Charges for services	\$ 11,348	\$ 9,547	\$ 43,308	\$ 41,174	\$ 54,656	\$ 50,721
Operating grants and contributions	11,334	11,207	-	-	11,334	11,207
Capital grants and contributions	6,902	10,367	11,469	9,500	18,371	19,867
General revenues:						
Property taxes	54,893	50,873	-	-	54,893	50,873
Other taxes	4,376	3,983	-	-	4,376	3,983
Interest	4,544	198	265	32	4,809	230
Other	218	58	1,393	1,263	1,611	1,321
Total revenues	<u>93,615</u>	<u>86,233</u>	<u>56,435</u>	<u>51,969</u>	<u>150,050</u>	<u>138,202</u>
Expenses:						
Public safety	28,881	23,345	-	-	28,881	23,345
Health and social services	398	307	-	-	398	307
Culture and recreation	9,909	9,048	-	-	9,909	9,048
Public works	21,344	17,161	-	-	21,344	17,161
Community & economic development	5,104	3,958	-	-	5,104	3,958
General government	4,632	3,908	-	-	4,632	3,908
Interest on long-term debt	2,019	2,216	-	-	2,019	2,216
Solid waste	-	-	1,072	1,143	1,072	1,143
Water	-	-	15,104	13,771	15,104	13,771
Sewer	-	-	15,519	11,751	15,519	11,751
Storm water	-	-	3,510	2,480	3,510	2,480
Otter Creek golf course	-	-	1,986	1,794	1,986	1,794
Total expenses	<u>72,287</u>	<u>59,943</u>	<u>37,191</u>	<u>30,939</u>	<u>109,478</u>	<u>90,882</u>
Excess before transfers	21,328	26,290	19,244	21,030	40,572	47,320
Transfers	829	388	(829)	(388)	-	-
Special item	-	-	-	(2,259)	-	(2,259)
Changes in net position	<u>22,157</u>	<u>26,678</u>	<u>18,415</u>	<u>18,383</u>	<u>40,572</u>	<u>45,061</u>
Net position, beginning ⁽²⁾	<u>298,122</u>	<u>271,444</u>	<u>237,335</u>	<u>218,952</u>	<u>535,457</u>	<u>490,396</u>
Net position, ending	<u>\$ 320,280</u>	<u>\$ 298,122</u>	<u>\$ 255,750</u>	<u>\$ 237,335</u>	<u>\$ 576,030</u>	<u>\$ 535,457</u>

⁽¹⁾ 2022 amounts have not been restated

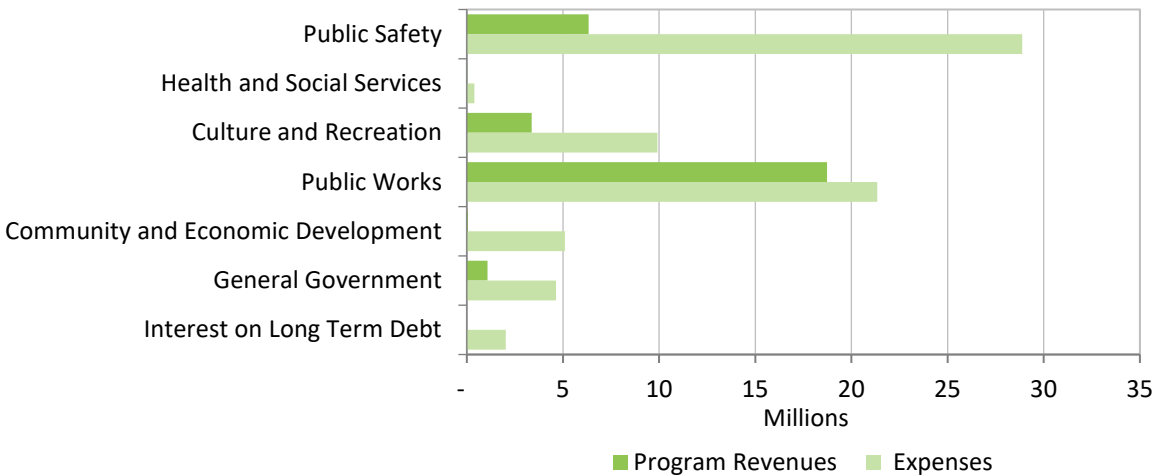
⁽²⁾ 2023 amounts have not been restated

Governmental activities. Governmental activities increased the City's net position by \$22,156,979 thereby accounting for 54.6 percent of the total improvement in net position. Key elements of this increase are as follows:

- Property taxes increased by \$4,020,024 (7.9 percent) during the year. This increase is attributable to property valuation growth.
- Interest increased by \$4,346,424 (2,195 percent) during the year resulting from increased investment yields due to the Federal Reserve increasing the federal funds rate, rising inflation, and other economic factors.

The change in net position due to program activities is represented as follows:

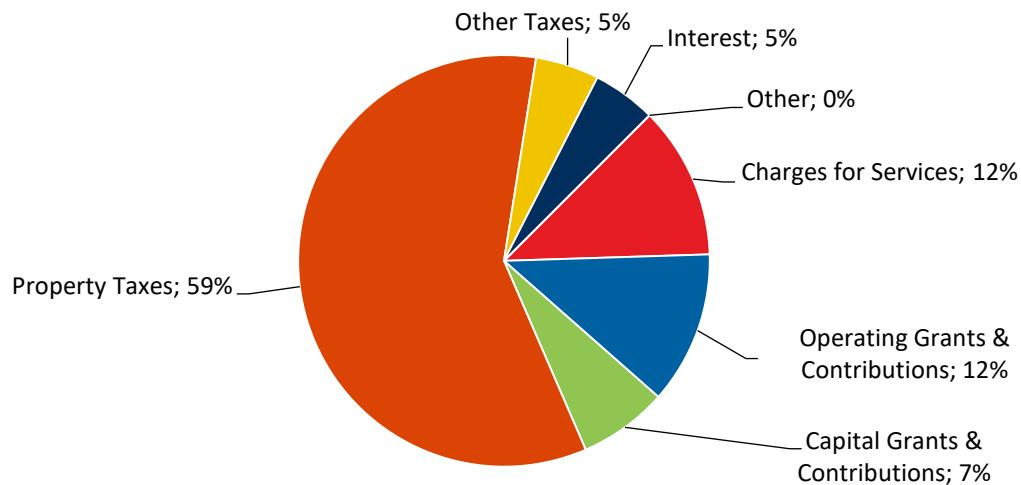
Expenses and Program Revenues: Governmental Activities



Expenses are higher than revenues for all programs 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



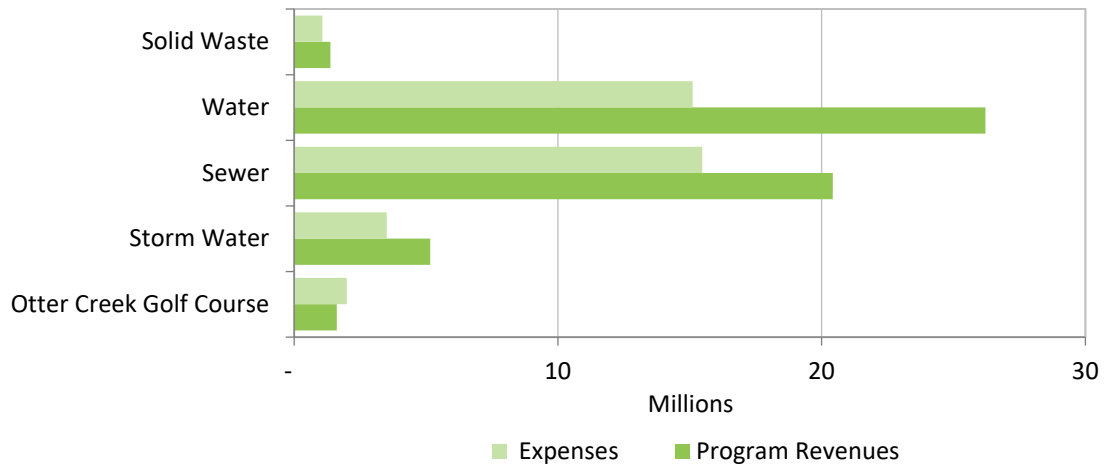
Business-type activities. Business-type activities increased the City's net position by \$18,415,067, accounting for 45.4 percent of the total improvement in the government's net position. Key elements of this increase are as follows:

- The water fund had a substantial increase in net position, with revenues exceeding expenses by \$11.2 million. Water usage rates increased 6.75 percent and water availability rates increased 3 percent effective April 1, 2022.
- The sewer fund had a large increase in net position, with revenues exceeding expenses by over \$4.6 million. Despite sewer usage and availability rates decreasing 3.0 percent effective July 1, 2022, the net position was positive due to the early pay off of debt in prior years and the timing of capital projects.

The enterprise funds continue to see growth in the number of customers annually, but the majority of the increases in revenue are related to water rate increases.

The change in net position due to program activities is represented as follows:

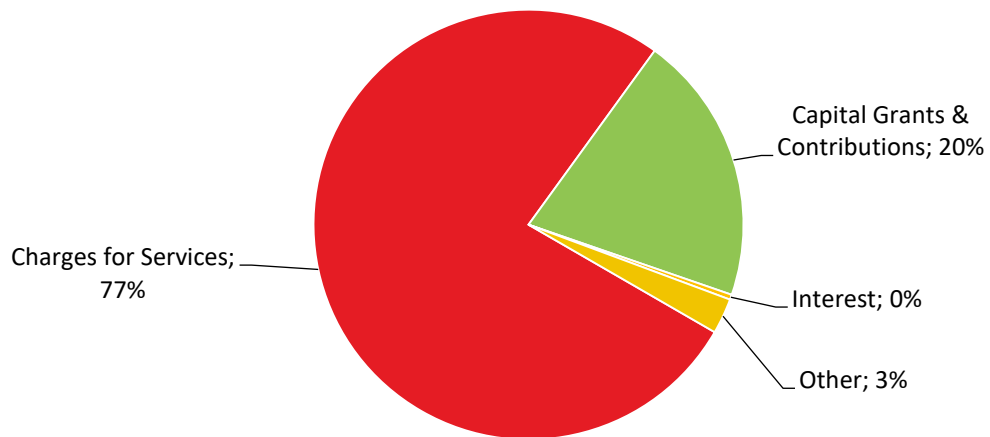
Expenses and Program Revenues: Business-Type Activities



The program revenues exceeded expenses for solid waste, water, sewer, and storm water and conversely expenses exceeded program revenues for 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 \$86,119,674, a decrease of \$6,089,714 in comparison with the prior year. Of this total amount, \$3,057 is *nonspendable*, which is inventory in a nonspendable form, and \$36,375,146 constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of the fund balance, \$49,741,471, 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 \$36,782,877. 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 86.5 percent of total general fund expenditures.

The fund balance of the City's general fund increased by \$5,044,034 (15.9 percent) during the current fiscal year. The general fund saw an increase in property taxes, other taxes, use of money and property, and miscellaneous sources. The most significant changes are related to the following:

- The general fund property tax levy rate increased \$.1033 for fiscal year 2023 and property tax valuations remained strong at 8.3 percent growth, resulting in an increase of \$2,494,182 in property taxes collected.
- Use of money and property increased by \$2,955,414 due mainly to the spike in the yields of the investments purchased for the general fund.

In comparison to a 12.9 percent increase in revenues, general fund expenditures increased 16.3 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 7.36 full-time equivalent positions in all programs/functions of the general fund as well as merit raises and across-the-board cost of living increases.

The debt service fund had a total fund balance of \$1,908,581, all of which is restricted for the payment of debt service. The net increase in fund balance during the current year was \$54,481 (2.9 percent). The City reduced the debt service levy \$.15 in fiscal year 2023, the sixth 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 \$10,313,192, all of which is restricted for the construction, maintenance and supervision of public streets. The net increase in fund balance during the current year was \$824,833 or 8.7 percent. Transfers to capital projects from this fund increased approximately \$230,000 in fiscal year 2023.

The tax increment financing fund (TIF), a special revenue fund, had a total fund balance of \$2,882,836, all of which is restricted. The fund had an increase in fund balance of \$805,417 after transfers out of \$7,221,702 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 \$31,310,700, all of which is restricted. The fund had a decrease in fund balance of \$10,067,382. 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 \$82,160,557 with \$57,700,366 net investment in capital assets, \$1,940,827 restricted for debt service and \$22,519,364 in unrestricted net position. This represents an increase in net position of \$11,196,554.
- Total net position of the sewer fund at the end of the current year was \$127,371,467, with \$102,852,442 net investment in capital assets and \$24,519,025 in unrestricted net position. This represents an increase in net position of \$4,642,262.
- The net position of the storm water fund at the end of the current year was \$39,788,296, with \$35,662,492 net investment in capital assets and \$4,125,804 in unrestricted net position. This represents an increase in net position of \$1,812,460.

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 \$40,956,624 was increased to \$44,470,695, an increase of \$3,514,071. Amended revenues included increases in hotel/motel taxes and interest income.
- The total original expenditure budget of \$41,972,911 was increased to \$43,717,158, an increase of \$1,744,249. Amended expenditures included increases related to inflation (e.g. cost of goods and services), public safety overtime, and vehicle repairs and maintenance.

Differences between the final amended budget and the actual results for the general fund can be summarized as follows:

- The actual revenue results of \$44,806,792 were more than the final amended budget of \$44,470,695 by \$336,097. The most significant variances were attributed to higher than anticipated revenues for building permits, hotel/motel taxes, aquatic center admissions, and parks and recreation programs.
- The actual expenditure results of \$39,926,832 were less than the final amended budget of \$43,717,158 by \$3,790,326. 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 \$816,353,952, before accumulated depreciation, in fiscal year 2023 and \$760,413,511 for fiscal year 2022. This amount represents a net increase, including additions and deletions, of \$55,940,441 and \$40,196,699, respectively. The value of these capital assets, net of depreciation at June 30, 2023 and 2022, is depicted below. The investment in capital assets includes land, construction in progress, other improvements, infrastructure, buildings, machinery

and equipment, lease equipment, subscriptions, 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 Activities		Business-Type Activities		Total	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
Land	\$ 11,022	\$ 10,609	\$ 2,157	\$ 2,153	\$ 13,179	\$ 12,762
Construction in progress	32,548	34,244	19,032	8,115	51,580	42,359
Other improvements	23,094	23,855	93	100	23,187	23,955
Infrastructure	224,168	206,756	206,841	200,288	431,009	407,044
Buildings	50,507	45,512	2,640	2,786	53,147	48,298
Machinery and equipment	3,547	3,856	1,568	1,153	5,115	5,009
Lease equipment	747	-	-	14	747	14
Subscriptions	32	-	-	-	32	-
Total capital assets	<u>\$ 345,665</u>	<u>\$ 324,832</u>	<u>\$ 232,331</u>	<u>\$ 214,610</u>	<u>\$ 577,996</u>	<u>\$ 539,442</u>

Major capital asset events during the current fiscal year included the following:

- Expended over \$5.2 million on the reconstruction of NE 36th Street between Interstate 35 and NE Four Mile Drive to provide capacity for future development. The project included street, public utility and traffic signal improvements.
- Expended \$5 million on the replacement of the existing Aquifer Storage and Recovery Well No. 1. Additional supply capacity is needed to meet high water demand periods.
- Expended \$3.8 million to complete the 24" water main along the High Trestle Trail and abandoned railroad grade from the Ash Water Tower north to NW State Street. The purpose of this project is to improve the performance and operation of our overall water system by allowing the southwest and east pressure zones to be combined into one zone.

Additional information can be found on the City's capital assets in Note 4 on pages 48-49 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 \$121,745,761. Of this amount, \$104,450,000 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), subscriptions payable and leases payable.

Outstanding Debt (000's)

	Governmental Activities		Business-Type Activities		Total	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
General obligation bonds	\$ 96,553	\$ 100,538	\$ 9,557	\$ 10,891	\$ 106,110	\$ 111,429
Capital loan notes	10,746	12,457	5,131	2,747	15,877	15,204
Revenue bonds	-	-	12,859	13,983	12,859	13,983
Subscription agreements	33	-	-	-	33	-
Lease agreements	736	-	-	14	736	14
Total outstanding debt	<u>\$ 108,068</u>	<u>\$ 112,995</u>	<u>\$ 27,547</u>	<u>\$ 27,635</u>	<u>\$ 135,615</u>	<u>\$ 140,630</u>

The City's total net debt decreased by \$5,015,334 (3.6 percent) during the current fiscal year. The decrease of \$4,927,366 (4.4 percent) in the general obligation bonds and general capital loan notes is due to a reduction in borrowing for capital projects through the use of road use tax funds. The revenue bonds and revenue capital loan notes decreased by \$87,968 (.3 percent). Lease agreements increased by \$721,564 and subscription agreements increased by \$33,208.

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 \$395,854,796. With outstanding general obligation debt of \$106,109,453 and capital loan notes of \$10,746,275, the City had utilized 26.4 percent of the debt limit as of June 30, 2023.

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 51-54 of this report.

Economic Factors and Next Year's Budgets and Rates

- In calendar year 2022, the City issued 818 residential permits, reflecting a decrease from 956 in 2021.
- Commercial construction increased in calendar year 2022 with 34 permits compared to 28 in 2021.
- The City's taxable valuation has increased at an average of 9.2 percent per year over the last five years, including an increase of 8.3 percent for fiscal year 2023.

All of these factors were considered in preparing the City of Ankeny's budget for fiscal year 2024. The fiscal year 2024 budget included total revenues of \$158,770,387 up from \$149,075,786, representing a 6.5 percent increase. The increase in revenue is attributable to some of the major revenue sources, most notably property taxes, use of money and property, and bond proceeds. In addition, the fiscal year 2024 budget included an increase in expenditures from \$157,972,421 to \$181,044,495, an increase of 14.6 percent. The increase is partly attributable to increases in personal services in the general fund and enterprise funds, capital outlay, and participation in the Central Iowa Water Works, a regional water utility.

The City's property tax rate for fiscal year 2024 remained at \$9.90 per \$1,000 of taxable property valuation after nine consecutive years of a decrease in the property tax levy. Within the overall property tax levy, the general levy will increase \$0.0498, the aviation authority levy will increase \$0.0002 and the debt service levy will decrease \$0.05, respectively. The employee benefits levy will remain the same.

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, 2023

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Current assets:			
Cash and cash equivalents	\$ 57,366,825	\$ 51,572,314	\$ 108,939,139
Investments	41,938,753	-	41,938,753
Receivables:			
Interest	1,164,260	46,137	1,210,397
Taxes	57,620,509	-	57,620,509
Accounts	2,729,939	4,935,904	7,665,843
Special assessments	1,674,255	38,089	1,712,344
Intergovernmental	5,082,227	5,699	5,087,926
Leases	543,269	1,031,907	1,575,176
Prepaid expenses	127,879	-	127,879
Inventory	195,645	86,201	281,846
Internal balances	(218,200)	218,200	-
Total current assets	168,225,361	57,934,451	226,159,812
Noncurrent assets:			
Restricted cash and cash equivalents	-	2,347,089	2,347,089
Capital assets:			
Land	11,021,821	2,157,201	13,179,022
Construction-in-progress	32,547,923	19,032,282	51,580,205
Depreciable assets, net of accumulated depreciation	302,095,672	211,141,928	513,237,600
Total capital assets	345,665,416	232,331,411	577,996,827
Total noncurrent assets	345,665,416	234,678,500	580,343,916
Total assets	513,890,777	292,612,951	806,503,728
Deferred Outflows of Resources			
Pension related deferred outflows	8,554,722	587,024	9,141,746
OPEB related deferred outflows	587,099	79,034	666,133
Total deferred outflows of resources	9,141,821	666,058	9,807,879
Liabilities			
Current liabilities:			
Accounts payable	6,734,314	5,335,801	12,070,115
Retainage payable	750,146	622,499	1,372,645
Accrued wages	1,117,816	151,058	1,268,874
Claims payable	392,000	-	392,000
Customers deposits	-	406,262	406,262
Unearned revenue	75,840	7,879	83,719
Subscription interest payable	310	-	310
Lease interest payable	12,554	-	12,554
Bonds and capital loan notes interest payable	347,261	75,993	423,254
Bonds and capital loan notes payable, net of unamortized discount/premium	20,997,016	3,018,975	24,015,991
Compensated absences payable	1,401,735	250,102	1,651,837
Subscription agreements	33,208	-	33,208
Lease agreements	735,799	-	735,799
Total current liabilities	32,597,999	9,868,569	42,466,568
Noncurrent liabilities:			
Bonds and capital loan notes payable, net of unamortized discount/premium	86,301,908	24,528,076	110,829,984
Total OPEB liability	2,430,416	327,178	2,757,594
Compensated absences payable	687,799	179,760	867,559
Net pension liability	21,428,259	1,426,452	22,854,711
Total noncurrent liabilities	110,848,382	26,461,466	137,309,848
Total liabilities	143,446,381	36,330,035	179,776,416
Deferred Inflows of Resources			
Leases related deferred inflows	534,437	985,560	1,519,997
Pension related deferred inflows	962,432	172,271	1,134,703
OPEB related deferred inflows	306,169	41,216	347,385
Succeeding year property tax	57,503,585	-	57,503,585
Total deferred inflows of resources	59,306,623	1,199,047	60,505,670
Net Position			
Net investment in capital assets	255,706,188	200,201,084	455,907,272
Restricted for:			
Debt service	1,548,456	1,940,827	3,489,283
Capital projects	6,916,103	-	6,916,103
Community and economic development	3,222,937	-	3,222,937
Culture and recreation	1,276,657	-	1,276,657
Public safety	1,623,029	-	1,623,029
Public works	10,399,567	-	10,399,567
Unrestricted	39,586,657	53,608,016	93,194,673
Total net position	\$ 320,279,594	\$ 255,749,927	\$ 576,029,521

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, 2023

					Net (Expense) Revenue and Changes in Net Position		
Programs/Functions	Expenses	Program Revenues			Primary Government		Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	
Primary government:							
Governmental activities:							
Public safety	\$ 28,880,476	\$ 5,596,180	\$ 740,488	\$ -	\$ (22,543,808)	\$ -	\$ (22,543,808)
Health and social services	398,429	-	7,066	-	(391,363)	-	(391,363)
Culture and recreation	9,909,276	3,050,712	315,928	-	(6,542,636)	-	(6,542,636)
Public works	21,343,625	2,144,953	9,689,699	6,902,452	(2,606,521)	-	(2,606,521)
Community and economic development	5,103,523	40,662	17,268	-	(5,045,593)	-	(5,045,593)
General government	4,632,346	515,059	563,585	-	(3,553,702)	-	(3,553,702)
Interest on long-term debt	2,019,407	-	-	-	(2,019,407)	-	(2,019,407)
Total governmental activities	72,287,082	11,347,566	11,334,034	6,902,452	(42,703,030)	-	(42,703,029)
Business-type activities:							
Solid waste	1,072,363	1,371,574	-	-	-	299,211	299,211
Water	15,104,180	19,884,295	-	6,327,387	-	11,107,502	11,107,502
Sewer	15,518,683	16,906,553	-	3,520,345	-	4,908,215	4,908,215
Storm water	3,509,558	3,534,856	-	1,621,006	-	1,646,304	1,646,304
Otter Creek golf course	1,986,038	1,611,113	-	-	-	(374,925)	(374,925)
Total business-type activities	37,190,822	43,308,391	-	11,468,738	-	17,586,307	17,586,307
Total primary government	\$ 109,477,904	\$ 54,655,957	\$ 11,334,034	\$ 18,371,190	(42,703,030)	17,586,307	(25,116,723)
General revenues:							
Taxes:							
Property taxes					54,893,111	-	54,893,111
Hotel/motel taxes					2,076,862	-	2,076,862
Cable franchise taxes					208,021	-	208,021
Mobile home taxes					27,192	-	27,192
Utility tax replacement					314,758	-	314,758
Utility franchise taxes					1,748,871	-	1,748,871
Interest					4,544,417	264,735	4,809,152
Other					217,896	1,392,906	1,610,802
Transfers					828,881	(828,881)	-
Total general revenues and transfers					64,860,009	828,760	65,688,769
Changes in net position					22,156,979	18,415,067	40,572,046
Net position, beginning of year					298,122,615	237,334,860	535,457,475
Net position, ending					\$ 320,279,594	\$ 255,749,927	\$ 576,029,521

The notes to the financial statements are an integral part of this statement.

City of Ankeny, Iowa
Balance Sheet
Governmental Funds
June 30, 2023

	General	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	\$ 13,530,033	\$ 1,890,978	\$ 9,930,750	\$ 2,433,185	\$ 16,215,959	\$ 2,969,627	\$ 46,970,532
Investments	22,396,593	-	-	-	19,542,160	-	41,938,753
Receivables:							
Interest	787,260	-	-	2,821	372,884	432	1,163,397
Taxes	29,615,860	15,088,232	-	10,352,497	-	2,563,920	57,620,509
Accounts	960,275	-	4,962	519,087	1,137,175	24,353	2,645,852
Special assessments	1,628	-	-	-	-	1,672,627	1,674,255
Intergovernmental	889,454	497	763,205	-	3,369,219	13,372	5,035,747
Leases	482,595	-	-	60,674	-	-	543,269
Inventory	3,057	-	-	-	-	-	3,057
Total assets	<u>\$ 68,666,755</u>	<u>\$ 16,979,707</u>	<u>\$ 10,698,917</u>	<u>\$ 13,368,264</u>	<u>\$ 40,637,397</u>	<u>\$ 7,244,331</u>	<u>\$ 157,595,371</u>
Liabilities							
Accounts payable	\$ 802,960	\$ -	\$ 281,612	\$ -	\$ 5,535,748	\$ 7,368	\$ 6,627,688
Retainage payable	-	-	-	-	750,146	-	750,146
Accrued wages	922,819	-	101,479	-	-	81,558	1,105,856
Unearned revenue	-	-	-	75,840	-	-	75,840
Total liabilities	<u>1,725,779</u>	<u>-</u>	<u>383,091</u>	<u>75,840</u>	<u>6,285,894</u>	<u>88,926</u>	<u>8,559,530</u>
Deferred Inflows of Resources							
Leases	473,751	-	-	60,686	-	-	534,437
Property taxes	29,581,083	15,071,126	-	10,348,902	-	2,560,905	57,562,016
Unavailable revenues	-	-	-	-	-	-	-
Special assessments	1,553	-	-	-	-	1,672,627	1,674,180
Other long-term receivables	101,712	-	2,634	-	3,040,803	385	3,145,534
Total deferred inflows of resources	<u>30,158,099</u>	<u>15,071,126</u>	<u>2,634</u>	<u>10,409,588</u>	<u>3,040,803</u>	<u>4,233,917</u>	<u>62,916,167</u>
Fund Balances							
Nonspendable	3,057	-	-	-	-	-	3,057
Restricted	404,674	1,908,581	10,313,192	2,882,836	31,310,700	2,921,488	49,741,471
Unassigned	36,375,146	-	-	-	-	-	36,375,146
Total fund balances	<u>36,782,877</u>	<u>1,908,581</u>	<u>10,313,192</u>	<u>2,882,836</u>	<u>31,310,700</u>	<u>2,921,488</u>	<u>86,119,674</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 68,666,755</u>	<u>\$ 16,979,707</u>	<u>\$ 10,698,917</u>	<u>\$ 13,368,264</u>	<u>\$ 40,637,397</u>	<u>\$ 7,244,331</u>	<u>\$ 157,595,371</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, 2023

Fund balances--total governmental funds \$ 86,119,674

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	\$ 11,021,821	
Construction-in-progress	32,547,923	
Depreciable capital assets	447,449,144	
Accumulated depreciation	<u>(145,353,472)</u>	345,665,416

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	\$ 10,967,215	
Deferred outflows	62,488	
Internal balances	378,883	
Current liabilities	(530,719)	
Noncurrent liabilities	(169,477)	
Deferred inflows	<u>(20,063)</u>	10,688,327

Internal service funds allocated to business-type activities (716,108)

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	\$ 58,431	
Various funds - special assessment receivable	1,674,180	
Various funds - intergovernmental receivable	1,919,786	
Various funds - accounts receivable	<u>1,225,748</u>	4,878,145

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	\$ 9,079,333	
Deferred inflows of resources	<u>(1,248,538)</u>	7,830,795

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	\$ (95,939,000)	
Unamortized premium on general obligation bonds	(11,359,924)	
Subscription agreements liability	(33,208)	
Lease agreements liability	(735,799)	
Total OPEB liability	(2,399,092)	
Subscription and lease interest payable	(12,864)	
Bonds and capital loans interest payable	(347,261)	
Compensated absences	(2,064,704)	
Net pension liability	<u>(21,294,803)</u>	(134,186,655)

Net position of governmental activities		<u><u>\$ 320,279,594</u></u>
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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, 2023

	General Fund	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental Funds	Total Governmental Funds
Revenues							
Property taxes	\$ 27,985,633	\$ 14,610,622	\$ -	\$ 9,892,094	\$ -	\$ 2,442,057	\$ 54,930,406
Other taxes and assessments	4,251,434	105,348	-	-	255,440	38,871	4,651,093
Licenses and permits	2,540,536	-	-	-	-	-	2,540,536
Intergovernmental	1,429,831	276,946	9,387,762	12,137	1,465,591	92,872	12,665,139
Charges for services	5,528,231	-	-	-	-	24,370	5,552,601
Use of money and property	3,455,216	108,609	227,038	168,808	975,824	29,940	4,965,435
Miscellaneous	760,401	-	(5,414)	519,088	20,522	144,389	1,438,986
Total revenues	<u>45,951,282</u>	<u>15,101,525</u>	<u>9,609,386</u>	<u>10,592,127</u>	<u>2,717,377</u>	<u>2,772,499</u>	<u>86,744,196</u>
Expenditures							
Current operating:							
Public safety	24,778,310	-	-	-	-	2,740,778	27,519,088
Health and social services	425,291	-	-	-	-	-	425,291
Culture and recreation	8,686,765	-	-	-	-	61,727	8,748,492
Public works	1,626,273	-	6,431,443	-	-	-	8,057,716
Community and economic development	2,536,670	-	-	2,565,008	-	-	5,101,678
General government	4,496,129	-	-	-	-	-	4,496,129
Debt service:							
Principal	-	18,036,334	-	-	-	-	18,036,334
Interest and other charges	-	4,408,845	-	-	-	-	4,408,845
Bond issuance costs	-	-	-	-	132,690	-	132,690
Capital projects	-	-	-	-	32,535,521	-	32,535,521
Total expenditures	<u>42,549,438</u>	<u>22,445,179</u>	<u>6,431,443</u>	<u>2,565,008</u>	<u>32,668,211</u>	<u>2,802,505</u>	<u>109,461,784</u>
Excess (deficiency) of revenues over (under) expenditures	<u>3,401,844</u>	<u>(7,343,654)</u>	<u>3,177,943</u>	<u>8,027,119</u>	<u>(29,950,834)</u>	<u>(30,006)</u>	<u>(22,717,588)</u>
Other financing sources (uses)							
Issuance of long-term debt	-	-	-	-	13,565,000	-	13,565,000
Premium on long-term debt	-	-	-	-	1,273,479	-	1,273,479
Subscription financing	33,405	-	-	-	-	-	33,405
Lease financing	927,109	-	-	-	-	-	927,109
Transfers in	1,081,600	7,398,135	9,473	-	5,332,504	-	13,821,712
Transfers out	(399,924)	-	(2,362,583)	(7,221,702)	(287,531)	(2,721,091)	(12,992,831)
Total other financing sources (uses)	<u>1,642,190</u>	<u>7,398,135</u>	<u>(2,353,110)</u>	<u>(7,221,702)</u>	<u>19,883,452</u>	<u>(2,721,091)</u>	<u>16,627,874</u>
Net change in fund balances	5,044,034	54,481	824,833	805,417	(10,067,382)	(2,751,097)	(6,089,714)
Fund balances, beginning	<u>31,738,843</u>	<u>1,854,100</u>	<u>9,488,359</u>	<u>2,077,419</u>	<u>41,378,082</u>	<u>5,672,585</u>	<u>92,209,388</u>
Fund balances, ending	<u>\$ 36,782,877</u>	<u>\$ 1,908,581</u>	<u>\$ 10,313,192</u>	<u>\$ 2,882,836</u>	<u>\$ 31,310,700</u>	<u>\$ 2,921,488</u>	<u>\$ 86,119,674</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, 2023

Net change in fund balances--total governmental funds		\$ (6,089,714)
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	\$ 28,698,743	
Depreciation expense	<u>(12,258,133)</u>	16,440,610
Governmental funds do not report capital assets and therefore do not report gains or losses on the disposal of those assets.		(19,327)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		3,264,094
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	\$ (13,565,000)	
Principal debt payments	18,036,334	
Premium on long-term debt	<u>(1,273,479)</u>	3,197,855
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.		3,944,697
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	\$ (237,041)	
Compensated absences	(323,195)	
Subscription and leases	205,818	
Pension expense	(3,169,394)	
Amortization of bond discounts and premiums	2,498,520	
Adjustment to bond interest payable	<u>23,608</u>	(1,001,684)
Governmental funds do not report capital assets and therefore do not report the contribution of capital assets.		3,399,000
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.		(1,128,763)
Change in internal service fund allocation to business-type activities.		<u>150,211</u>
Change in net position of governmental activities		<u>\$ 22,156,979</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, 2023

	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals	Governmental Activities-Internal Service Funds
Assets						
Current assets:						
Cash and cash equivalents	\$ 21,631,078	\$ 23,310,213	\$ 4,347,601	\$ 2,283,422	\$ 51,572,314	\$ 10,396,293
Receivables:						
Interest	12,292	33,845	-	-	46,137	863
Accounts	2,631,737	1,757,439	363,540	183,188	4,935,904	84,087
Special assessments	15,911	21,461	537	180	38,089	-
Intergovernmental	5,099	113	22	465	5,699	46,480
Leases	1,031,907	-	-	-	1,031,907	-
Prepaid expenses	-	-	-	-	-	127,879
Inventory	4,746	-	-	81,455	86,201	192,588
Due from other funds	-	-	-	-	-	119,025
Total current assets	<u>25,332,770</u>	<u>25,123,071</u>	<u>4,711,700</u>	<u>2,548,710</u>	<u>57,716,251</u>	<u>10,967,215</u>
Noncurrent assets:						
Restricted cash and cash equivalents	2,347,089	-	-	-	2,347,089	-
Advances to other funds	-	-	-	-	-	378,883
Capital assets:						
Land	608,026	563,233	-	985,942	2,157,201	-
Construction-in-progress	16,665,742	2,068,808	297,732	-	19,032,282	-
Depreciable assets, net of accumulated depreciation	<u>62,744,708</u>	<u>101,213,749</u>	<u>44,183,629</u>	<u>2,999,842</u>	<u>211,141,928</u>	<u>132,131</u>
Total capital assets	<u>80,018,476</u>	<u>103,845,790</u>	<u>44,481,361</u>	<u>3,985,784</u>	<u>232,331,411</u>	<u>132,131</u>
Total noncurrent assets	<u>82,365,565</u>	<u>103,845,790</u>	<u>44,481,361</u>	<u>3,985,784</u>	<u>234,678,500</u>	<u>511,014</u>
Total assets	<u>107,698,335</u>	<u>128,968,861</u>	<u>49,193,061</u>	<u>6,534,494</u>	<u>292,394,751</u>	<u>11,478,229</u>
Deferred Outflows of Resources						
Pension related deferred outflows	203,581	159,630	90,195	133,618	587,024	54,921
OPEB related deferred outflows	<u>28,659</u>	<u>23,286</u>	<u>11,350</u>	<u>15,739</u>	<u>79,034</u>	<u>7,567</u>
Total deferred outflows of resources	<u>232,240</u>	<u>182,916</u>	<u>101,545</u>	<u>149,357</u>	<u>666,058</u>	<u>62,488</u>
Liabilities						
Current liabilities:						
Accounts payable	4,457,060	510,565	167,576	200,600	5,335,801	106,626
Retainage payable	428,456	54,498	139,545	-	622,499	-
Accrued wages	46,079	33,797	20,857	50,325	151,058	11,960
Due to other funds	-	-	58,881	60,144	119,025	-
Claims payable	-	-	-	-	-	392,000
Customer deposits	406,262	-	-	-	406,262	-
Unearned revenue	7,879	-	-	-	7,879	-
Bonds and capital loan note interest payable	47,100	1,513	27,380	-	75,993	-
Bonds and capital loan notes payable, net of unamortized discount or premium	1,501,002	75,786	1,442,187	-	3,018,975	-
Compensated absences payable	<u>110,243</u>	<u>80,492</u>	<u>38,150</u>	<u>21,217</u>	<u>250,102</u>	<u>20,133</u>
Total current liabilities	<u>7,004,081</u>	<u>756,651</u>	<u>1,894,576</u>	<u>332,286</u>	<u>9,987,594</u>	<u>530,719</u>
Noncurrent liabilities:						
Bonds and capital loan notes payable, net of unamortized discount or premium	16,998,957	433,926	7,095,193	-	24,528,076	-
Total OPEB liability	118,639	96,399	46,986	65,154	327,178	31,324
Compensated absences payable	93,395	46,448	-	39,917	179,760	4,697
Advances from other funds	-	-	217,996	160,887	378,883	-
Net pension liability	<u>494,697</u>	<u>387,896</u>	<u>219,171</u>	<u>324,688</u>	<u>1,426,452</u>	<u>133,456</u>
Total noncurrent liabilities	<u>17,705,688</u>	<u>964,669</u>	<u>7,579,346</u>	<u>590,646</u>	<u>26,840,349</u>	<u>169,477</u>
Total liabilities	<u>24,709,769</u>	<u>1,721,320</u>	<u>9,473,922</u>	<u>922,932</u>	<u>36,827,943</u>	<u>700,196</u>
Deferred Inflows of Resources						
Lease related deferred inflows	985,560	-	-	-	985,560	-
Pension related deferred inflows	59,744	46,846	26,469	39,212	172,271	16,117
OPEB related deferred inflows	<u>14,945</u>	<u>12,144</u>	<u>5,919</u>	<u>8,208</u>	<u>41,216</u>	<u>3,946</u>
Total deferred inflows of resources	<u>1,060,249</u>	<u>58,990</u>	<u>32,388</u>	<u>47,420</u>	<u>1,199,047</u>	<u>20,063</u>
Net Position						
Net investment in capital assets	57,700,366	102,852,442	35,662,492	3,985,784	200,201,084	132,131
Restricted for:						
Debt service	1,940,827	-	-	-	1,940,827	-
Unrestricted	<u>22,519,364</u>	<u>24,519,025</u>	<u>4,125,804</u>	<u>1,727,715</u>	<u>52,891,908</u>	<u>10,688,327</u>
Total net position	<u>\$ 82,160,557</u>	<u>\$ 127,371,467</u>	<u>\$ 39,788,296</u>	<u>\$ 5,713,499</u>	<u>255,033,819</u>	<u>\$ 10,820,458</u>
Adjustment to reflect the consolidation of internal service fund activities related to the enterprise funds.					<u>716,108</u>	
Net position of business-type activities					<u>\$ 255,749,927</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, 2023

	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals	Governmental Activities- Internal Service Funds
Operating revenues:						
Charges for services	\$ 19,884,295	\$ 16,906,553	\$ 3,534,856	\$ 2,982,687	\$ 43,308,391	\$ 7,826,319
Other	393,857	-	80,471	918,578	1,392,906	324,149
Total operating revenues	<u>20,278,152</u>	<u>16,906,553</u>	<u>3,615,327</u>	<u>3,901,265</u>	<u>44,701,297</u>	<u>8,150,468</u>
Operating expenses:						
Personal services	1,471,011	940,980	788,845	955,076	4,155,912	968,815
Contractual services	2,515,400	11,435,840	450,703	1,369,624	15,771,567	7,442,655
Operating supplies	8,893,527	49,573	924,063	478,275	10,345,438	1,022,917
Depreciation	1,710,042	3,030,549	1,186,179	222,530	6,149,300	52,297
Total operating expenses	<u>14,589,980</u>	<u>15,456,942</u>	<u>3,349,790</u>	<u>3,025,505</u>	<u>36,422,217</u>	<u>9,486,684</u>
Operating income (loss)	<u>5,688,172</u>	<u>1,449,611</u>	<u>265,537</u>	<u>875,760</u>	<u>8,279,080</u>	<u>(1,336,216)</u>
Nonoperating revenues (expenses):						
Interest earnings	58,832	96,327	70,904	38,672	264,735	207,453
Interest expense	(444,583)	(24,021)	(144,987)	(4,803)	(618,394)	-
Total nonoperating revenues (expenses)	<u>(385,751)</u>	<u>72,306</u>	<u>(74,083)</u>	<u>33,869</u>	<u>(353,659)</u>	<u>207,453</u>
Net income before contributions and transfers	5,302,421	1,521,917	191,454	909,629	7,925,421	(1,128,763)
Capital grants and contributions	6,327,387	3,520,345	1,621,006	-	11,468,738	-
Transfers in	7,532	-	-	4,373	11,905	-
Transfers out	(440,786)	(400,000)	-	-	(840,786)	-
Change in net position	<u>11,196,554</u>	<u>4,642,262</u>	<u>1,812,460</u>	<u>914,002</u>	<u>18,565,278</u>	<u>(1,128,763)</u>
Total net position, beginning	<u>70,964,003</u>	<u>122,729,205</u>	<u>37,975,836</u>	<u>4,799,497</u>		<u>11,949,221</u>
Total net position, ending	<u>\$ 82,160,557</u>	<u>\$ 127,371,467</u>	<u>\$ 39,788,296</u>	<u>\$ 5,713,499</u>		<u>\$ 10,820,458</u>
Adjustment to reflect the consolidation of internal service fund activities related to the enterprise funds.					<u>(150,211)</u>	
Change in net position of business-type activities					<u>\$ 18,415,067</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, 2023

					Governmental Activities- Internal Service Funds
	Water	Sewer	Storm Water	Nonmajor Enterprise Funds	Totals
Cash flows from operating activities					
Receipts from customers	\$ 19,712,125	\$ 17,070,830	\$ 3,600,975	\$ 3,898,070	\$ 44,282,000
Payments to suppliers	(11,126,146)	(11,169,575)	(1,127,760)	(1,851,003)	(25,274,484)
Payments to employees	(1,570,024)	(1,225,168)	(709,391)	(1,131,882)	(4,636,465)
Net cash provided (used) by operating activities	7,015,955	4,676,087	1,763,824	915,185	14,371,051
Cash flows from noncapital financing activities					
Payments received on interfund accounts	-	-	-	-	-
Payments made on interfund accounts	-	-	(32,719)	(80,047)	(112,766)
Loans issued to other funds	-	-	-	-	-
Loans received from other funds	-	-	-	165,293	165,293
Transfers from other funds	7,532	-	-	4,373	11,905
Transfers to other funds	(440,786)	(400,000)	-	-	(840,786)
Net cash provided (used) by noncapital financing activities	(433,254)	(400,000)	(32,719)	89,619	(776,354)
Cash flows from capital and related financing activities					
Proceeds from issuance of general obligation bonds	-	-	250,000	-	250,000
Proceeds from issuance of capital loan notes	3,143,057	-	-	-	3,143,057
Purchase of capital assets	(8,970,293)	(2,744,392)	(955,672)	(187,708)	(12,858,065)
Principal paid on long-term debt	(1,148,333)	(63,333)	(1,177,000)	-	(2,388,666)
Interest paid on long-term debt	(522,629)	(24,250)	(408,141)	-	(955,020)
Net cash (used) by capital and related financing activities	(7,498,198)	(2,831,975)	(2,290,813)	(187,708)	(12,808,694)
Cash flows from investing activities					
Interest received	24,000	14,250	70,903	38,671	147,824
Net cash provided by investing activities	24,000	14,250	70,903	38,671	147,824
Net increase (decrease) in cash and cash equivalents	(891,497)	1,458,362	(488,805)	855,767	933,827
Balances, beginning of year	24,869,664	21,851,851	4,836,406	1,427,655	52,985,576
Balances, end of year	\$ 23,978,167	\$ 23,310,213	\$ 4,347,601	\$ 2,283,422	\$ 53,919,403
Reconciliation of operating income (loss) to net cash provided (used) by operating activities					
Operating income (loss)	\$ 5,688,172	\$ 1,449,611	\$ 265,537	\$ 875,760	\$ 8,279,080
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:					
Depreciation	1,710,042	3,030,549	1,186,179	222,530	6,149,300
Capital contributions	-	-	135,373	-	135,373
Changes in assets and liabilities:					
Receivables, net	(566,028)	164,278	(14,351)	(3,194)	(419,295)
Prepaid expenses	-	-	-	-	-
Inventory	1,751	-	-	(14,429)	(12,678)
Accounts and other payables	182,018	31,649	191,086	(165,482)	239,271
Claims payable	-	-	-	-	-
Net cash provided (used) by operating activities	\$ 7,015,955	\$ 4,676,087	\$ 1,763,824	\$ 915,185	\$ 14,371,051
Noncash capital and related financing activities:					
Contribution of capital assets	\$ 2,777,689	\$ 3,520,345	\$ 1,485,633	\$ -	\$ 7,783,667

The notes to the financial statements are an integral part of this statement.

Notes to the Financial Statements

City of Ankeny, Iowa

June 30, 2023

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 financially benefit the primary government; services are not provided directly to citizens or other parties outside of the City. Their operating budgets are subject to approval by the City Council. 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 organized under IRS section 501(c)(3), a nonprofit organization, and is presented as a special revenue fund with 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. 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 organized under IRS section 501(c)(3), a

nonprofit organization, and is presented as a special revenue fund with 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 revenues received on an irregular basis are hook-up fees. 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, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

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, 2023 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, 2021 assessed property valuations; is for the tax accrual period July 1, 2022 through June 30, 2023 and reflects tax asking contained in the budget certified to the County Board of Supervisors in March 2022.

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 historical cost (except for lease assets, the measurement of which is discussed under "leases" below) 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
Lease assets	5,000
Subscriptions	5,000
Machinery and equipment	5,000

Land and construction in progress are not depreciated. The other 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
Lease assets	2-20
Subscriptions	2-20
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.

Leases

City as Lessee: The City is the lessee for noncancelable lease of equipment. They include the use of automated license plate reader services, the use of fleet in-car videos, the use of body worn cameras, and the use of postage machines. The City has recognized a lease liability and a lease asset in the government-wide financial statements. The City recognized lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for

lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line bases over its useful life.

Key estimates and judgments related to leases include how the City determines the discount rate it uses to discount the expected lease payments to present value, lease term and lease payments.

The City uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term included the noncancelable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments.

The City monitors changes in circumstances that would require a measurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

City as Lessor: The City is a lessor for noncancelable leases for space for cellular antennas on City water towers, for the use of fields at the Prairie Ridge Sports Complex, and for the use of parking spaces. The City recognizes a lease receivable and a deferred inflow of resources in the governmental and business-type activities and governmental and business-type fund financial statements.

At the commencement of the lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines the discount rate it uses to discount the expected lease receipts to present value, lease term and lease receipts.

The City uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term included the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a restatement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net assets that applies to future periods and so 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, 2023. 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 (asset), 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 assets that applies to future periods and so 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. In addition, deferred inflows related to

leases where the City is the lessor is reported. The deferred inflows of resources related to leases are recognized as an inflow of resources (revenue) over the term of the lease.

Fund Balance

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, 2023, fund balances are composed of the following:

	General	Debt Service	Road Use Tax	Tax Increment Financing	Capital Projects	Nonmajor Governmental	Total
Nonspendable							
Inventory	\$ 3,057	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,057
Restricted for							
Debt service	-	1,908,581	-	-	-	-	1,908,581
Capital projects	-	-	-	-	31,310,700	-	31,310,700
Community and economic development	-	-	-	2,882,836	-	340,101	3,222,937
Public works	-	-	10,313,192	-	-	86,375	10,399,567
Public safety retirement	-	-	-	-	-	1,480,106	1,480,106
Police activities	-	-	-	-	-	109,819	109,819
Fire activities	-	-	-	-	-	33,104	33,104
Cultural programs	404,674	-	-	-	-	-	404,674
Parks activities	-	-	-	-	-	783,651	783,651
Library activities	-	-	-	-	-	88,332	88,332
Total restricted	404,674	1,908,581	10,313,192	2,882,836	31,310,700	2,921,488	49,741,471
Unassigned	36,375,146	-	-	-	-	-	36,375,146
Total fund balance	\$ 36,782,877	\$ 1,908,581	\$ 10,313,192	\$ 2,882,836	\$ 31,310,700	\$ 2,921,488	\$ 86,119,674

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 \$755,603 restricted by donors, \$14,862,151 restricted by other governments, \$904,436 restricted through enabling legislation, \$6,916,103 restricted for capital projects and \$3,489,283 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.

Implementation of GASB Statement No. 96

As of July 1, 2022, the City adopted GASB Statement No. 96, *Subscription Based Information Technology Arrangements*. The objective of the Statement is to better meet the information needs of financial statement users

by improving accounting and financial reporting for subscription-based information technology agreements by governments. The impact to the City resulted in the reporting of subscription assets and subscription payable. The result of these changes had no effect on beginning net position.

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, 2023, are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and cash equivalents	\$ 108,939,139
Restricted cash and cash equivalents	2,347,089
Investments	41,938,753
Total cash and investments	<u>\$ 153,224,981</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	\$ 4,880,113	\$ 4,880,113	\$ -	\$ -
Treasury Note	37,058,640	14,751,035	\$ 22,307,605	
Grand Total	\$ 41,938,753	\$ 19,631,148	\$ 22,307,605	\$ -

The City also held certificates of deposit totaling \$43,500,000. Of this total, \$40,500,000 had original maturities of 6 months to 1 year and \$3,000,000 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. The City's investment portfolio consisted of 3.4% in commercial paper, of which 3.4% was in the name of Natixis.

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 the time of purchase. Commercial paper of \$4,880,113 held by the City were rated P1 by Moody's Investors Service and A1 by Standard &

Poor's at the time of purchase. Treasury notes of \$37,058,640 held by the City were rated Aaa by Moody's Investors Service 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, 2023, the carrying amount of the City's cash deposits, which include certificates of deposit, totaled \$111,286,228 with bank balances of \$114,108,312. 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, 2023:

Investments by Fair Value Level	June 30, 2023	Level 1	Level 2	Level 3
Commercial paper	\$ 4,880,113	\$ -	\$ 4,880,113	\$ -
U.S. Treasury Securities	\$ 37,058,640	-	37,058,640	-
Grand Total	\$ 41,938,753	\$ -	\$ 41,938,753	\$ -

Note 4 - Capital Assets

Capital asset activity for the year ended June 30, 2023, is as follows:

	Balance June 30, 2022	Increases	Decreases	Balance June 30, 2023
Governmental activities:				
Undepreciated:				
Land	\$ 10,608,767	\$ 413,054	\$ -	\$ 11,021,821
Construction in progress	34,244,339	19,503,897	21,200,313	32,547,923
Total, undepreciated	44,853,106	19,916,951	21,200,313	43,569,744
Depreciated:				
Other improvements	51,219,539	1,350,875	-	52,570,414
Infrastructure	268,642,504	23,258,894	-	291,901,398
Buildings	71,593,966	7,751,570	-	79,345,536
Machinery and equipment	20,816,386	1,097,775	729,760	21,184,401
Lease equipment	-	933,108	-	933,108
Subscriptions	-	54,581	-	54,581
Furniture and fixtures	1,459,706	-	-	1,459,706
Total, depreciated	413,732,101	34,446,803	729,760	447,449,144
Accumulated depreciation/amortization:				
Other improvements	27,364,910	2,111,851	-	29,476,761
Infrastructure	61,886,149	5,846,705	-	67,732,854
Buildings	26,082,241	2,756,276	-	28,838,517
Machinery and equipment	16,960,465	1,386,983	710,432	17,637,016
Lease equipment	-	185,753	-	185,753
Subscriptions	-	22,862	-	22,862
Furniture and fixtures	1,459,709	-	-	1,459,709
Total accumulated depreciation/amortization	133,753,474	12,310,430	710,432	145,353,472
Governmental activities capital assets, net	\$ 324,831,733	\$ 42,053,324	\$ 21,219,641	\$ 345,665,416

Business-type activities:	Balance June 30, 2022	Increases	Decreases	Balance June 30, 2023
Undepreciated:				
Land	\$ 2,152,807	\$ 4,394	\$ -	\$ 2,157,201
Construction in progress	8,114,746	13,071,207	2,153,671	19,032,282
Total, undepreciated	10,267,553	13,075,601	2,153,671	21,189,483
Depreciated:				
Other improvements	614,803	-	-	614,803
Infrastructure	281,847,448	12,227,881	-	294,075,329
Buildings	4,719,660	-	-	4,719,660
Machinery and equipment	4,271,687	914,648	515,088	4,671,247
Lease equipment	42,613	-	42,613	-
Furniture and fixtures	64,542	-	-	64,542
Total, depreciated	291,560,753	13,142,529	557,701	304,145,581
Accumulated depreciation/amortization:				
Other improvements	514,445	7,110	-	521,555
Infrastructure	81,558,994	5,675,344	-	87,234,338
Buildings	1,933,702	145,757	-	2,079,459
Machinery and equipment	3,118,319	306,885	321,441	3,103,763
Lease equipment	28,408	14,204	42,612	-
Furniture and fixtures	64,538	-	-	64,538
Total accumulated depreciation/amortization	87,218,406	6,149,300	364,053	93,003,653
Business-type activities capital assets, net	\$ 214,609,900	\$ 20,068,830	\$ 2,347,319	\$ 232,331,411

Depreciation expense was charged to the activities of the primary government as follows:

Governmental activities:	
Public safety	\$ 2,323,209
Culture and recreation	3,288,032
Public works	6,514,590
General government	184,599
Total depreciation expense - governmental activities	<u>\$ 12,310,430</u>
Business-type activities:	
Water	\$ 1,710,042
Sewer	3,030,549
Storm water	1,186,179
Otter Creek golf course	222,530
Total depreciation expense - business-type activities	<u>\$ 6,149,300</u>

Note 5 - Interfund Receivables, Payables and Transfers

The detail of interfund receivables and payables as of June 30, 2023 were as follows:

Due To/From Other Funds:

Receivable Fund	Payable Fund	Amount
Nonmajor, internal service	Enterprise, Storm Water	\$ 58,881
	Enterprise, Otter Creek golf course	60,144
		<u>\$119,025</u>

Advances To/From Other Funds:

Receivable Fund	Payable Fund	Amount
Nonmajor, internal service	Enterprise, Storm Water	\$217,996
	Enterprise, Otter Creek Golf Course	160,887
		<u>\$378,883</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, 2023 were as follows:

Transfers Out	Transfers In						Total
	General	Road Use Tax	Debt Service	Capital Projects	Water	Nonmajor Enterprise	
General	\$ -	\$ 9,473	\$ 88,850	\$ 300,000	\$ 1,601	\$ -	\$ 399,924
Road Use Tax	-	-	87,583	2,275,000	-	-	2,362,583
Tax Increment Financing	-	-	7,221,702	-	-	-	7,221,702
Capital Projects	281,600	-	-	-	5,931	-	287,531
Water	400,000	-	-	40,786	-	-	440,786
Sewer	400,000	-	-	-	-	-	400,000
Nonmajor Governmental	-	-	-	2,716,718	-	4,373	2,721,091
	<u>\$ 1,081,600</u>	<u>\$ 9,473</u>	<u>\$ 7,398,135</u>	<u>\$ 5,332,504</u>	<u>\$ 7,532</u>	<u>\$ 4,373</u>	<u>\$ 13,833,617</u>

Transfers are primarily used to (1) move revenue from the fund that statute or budget requires them to be collected into the fund that statute or budget requires them to be expended from, and (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) fund capital projects.

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, 2023:

Special Revenue:		
Tax Increment Financing	DART agreement	\$ 75,840
Water	Unearned charges	7,879
		<u>\$ 83,719</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, 2023 consist of the following individual issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2023
Advance refunding	12/22/14	06/01/28	\$ 22,450,000	3.250 - 5.000	\$ 9,790,000
Various public improvements	05/28/15	06/01/25	7,750,000	2.000 - 2.125	1,570,000
Refunding	05/28/15	06/01/24	2,200,000	2.500	280,000
Advance refunding	03/31/16	06/01/28	13,090,000	2.000 - 3.000	2,645,000
Various public improvements	05/25/16	06/01/26	13,000,000	2.000 - 2.250	2,710,000
Various public improvements	05/31/17	06/01/27	11,675,000	2.125 - 5.000	3,740,000
Various public improvements	05/30/18	06/01/28	17,970,000	3.000 - 5.000	8,070,000
Various public improvements	05/28/19	06/01/29	20,740,000	4.000 - 5.000	11,720,000
Various public improvements	06/09/20	06/01/30	17,520,000	4.000 - 5.000	8,165,000
Various public improvements	06/09/21	06/01/31	25,045,000	3.000 - 5.000	15,245,000
Various public improvements	05/25/22	06/01/37	31,665,000	2.875 - 5.000	26,725,000
Various public improvements	06/21/23	06/01/33	13,790,000	5.000	13,790,000
			<u>\$ 196,895,000</u>		<u>\$ 104,450,000</u>

On June 21, 2023, the City issued General Obligation Bonds, Series 2023B totaling \$13,790,000 with an interest rate of 5.000%. The proceeds were used to construct various capital improvement projects.

Future debt service requirements for outstanding general obligation bonds and capital loan notes are as follows:

Year Ending June 30	Principal	Interest	Total
2024	\$ 20,450,000	\$ 4,570,307	\$ 25,020,307
2025	16,850,000	3,681,763	20,531,763
2026	15,775,000	2,899,019	18,674,019
2027	15,485,000	2,203,781	17,688,781
2028	14,395,000	1,531,300	15,926,300
2029-2033	19,445,000	2,184,851	21,629,851
2034-2037	2,050,000	164,561	2,214,561
	<u>\$ 104,450,000</u>	<u>\$ 17,235,582</u>	<u>\$ 121,685,582</u>

Accumulated fund balances in the Debt Service Fund are legally restricted for the repayment of debt service. The fund balance at June 30, 2023 in the Debt Service Fund is \$1,908,581.

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, 2023 consist of the following issues:

Debt	Issue Date	Final Maturity	Amount Issued	Interest Rate Range Outstanding	Balance June 30, 2023
Various water improvements	05/31/17	06/01/29	\$ 1,605,000	2.250 - 4.000	\$ 890,000
Various water improvements	05/30/18	06/01/33	5,990,000	3.000 - 5.000	4,365,000
Various water improvements	05/28/19	06/01/34	5,090,000	3.000 - 5.000	4,050,000
Various water improvements	06/09/20	06/01/35	3,375,000	2.000 - 3.000	2,860,000
Various water improvements	04/23/21	06/01/41	2,865,000	1.75	2,627,000
Various water improvements	04/21/23	06/01/43	1,724,403	1.75	1,724,403
Various water improvements	05/19/23	06/01/43	779,358	1.75	779,358
			<u>\$ 21,428,761</u>		<u>\$ 17,295,761</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
2024	\$ 1,357,000	\$ 584,195	\$ 1,941,195
2025	1,550,000	569,655	2,119,655
2026	1,611,000	514,380	2,125,380
2027	1,660,000	459,288	2,119,288
2028	1,717,000	410,219	2,127,219
2029-2033	7,142,761	996,915	8,139,676
2034-2038	1,753,000	118,604	1,871,604
2039-2043	505,000	17,797	522,797
	<u>\$ 17,295,761</u>	<u>\$ 3,671,053</u>	<u>\$ 20,966,814</u>

The City has pledged future water customer revenues, net of specified operating expenses, to repay \$21,428,761 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 2043. 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 \$20,966,814. Principal and interest paid for the current year and total customer net revenues were \$1,583,379 and \$7,457,046, respectively.

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, 2023 relating to these provisions is \$1,940,827.

Lease Agreements. On July 6, 2022, the City entered into a 48 month-lease agreement for the use of automated license plate reader services. An initial lease liability was recorded in the amount of \$67,269. As of June 30, 2023, the value of the lease liability is \$50,199. The City is required to make annual fixed payments of \$17,500. The lease

has an estimated implicit interest rate of 2.275%. During the year ended June 30, 2023, the City paid principal of \$17,071 and interest of \$429 on the agreement.

On July 6, 2022, the City entered into a 60 month-lease agreement for the use of fleet in-car videos. An initial lease liability was recorded in the amount of \$259,525. As of June 30, 2023, the value of the lease liability is \$208,333. The City is required to make annual fixed payments of \$55,200. The lease has an estimated implicit interest rate of 2.366%. During the year ended June 30, 2023, the City paid principal of \$51,192 and interest of \$4,008 on the agreement.

On July 6, 2022, the City entered into a 60 month-lease agreement for the use of body worn cameras. An initial lease liability was recorded in the amount of \$588,402. As of June 30, 2023, the value of the lease liability is \$465,919. The City is required to make annual fixed payments of \$123,500. The lease has an estimated implicit interest rate of 2.366%. During the year ended June 30, 2023, the City paid principal of \$122,483 and interest of \$967 on the agreement.

On April 1, 2023, the City entered into a 60 month-lease agreement for the use of postage machines. An initial lease liability was recorded in the amount of \$11,913. As of June 30, 2023, the value of the lease liability is \$11,348. The City is required to make annual fixed payments of \$632. The lease has an estimated implicit interest rate of 2.310%. During the year ended June 30, 2023, the City paid principal of \$565 and interest of \$67 on the agreement.

Future principal and interest lease payments as of June 30, 2023, are as follows:

Fiscal Year				
Ending June 30,	Principal	Interest	Total	
2024	\$ 181,342	\$ 17,337	\$ 198,679	
2025	185,617	13,062	198,679	
2026	189,992	8,687	198,679	
2027	176,971	4,208	181,179	
2028	1,877	22	1,899	
Totals	<u>\$ 735,799</u>	<u>\$ 43,316</u>	<u>\$ 779,115</u>	

Subscription-Based Information Technology Agreements. On July 1, 2022, the City entered into a 17 month-lease agreement for the use of Sportsman Cloud Software. An initial subscription liability was recorded in the amount of \$21,176. As of June 30, 2023, the value of the subscription liability is \$10,551. The City is required to make annual fixed payments of \$10,731. The lease has an estimated implicit interest rate of 1.710%. During the year ended June 30, 2023, the City paid principal of \$10,625 and interest of \$106 on the agreement.

On September 20, 2022, the City entered into a 24 month-lease agreement for the use of DebtBook Software. An initial subscription liability was recorded in the amount of \$17,057. As of June 30, 2023, the value of the subscription liability is \$9,557. The City is required to make annual fixed payments of \$7,500. The lease has an estimated implicit interest rate of 2.024%. During the year ended June 30, 2023, the City paid principal of \$7,500 on the agreement.

On November 14, 2022, the City entered into a 60 month-lease agreement for the use of Rainbird Software. An initial subscription liability was recorded in the amount of \$16,348. As of June 30, 2023, the value of the subscription liability is \$13,100. The City is required to make annual fixed payments of \$3,550. The lease has an estimated implicit interest rate of 3.305%. During the year ended June 30, 2023, the City paid principal of \$3,248 and interest of \$302 on the agreement.

Future principal and interest lease payments as of June 30, 2023, are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2024	\$ 23,225	\$ 807	\$ 24,032
2025	3,220	330	3,550
2026	3,326	224	3,550
2027	3,437	114	3,551
Totals	\$ 33,208	\$ 1,475	\$ 34,683

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, 2023.

	Balance June 30, 2022	Increases	Decreases	Balance June 30, 2023	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 89,100,334	\$ 13,565,000	\$ 16,516,334	\$ 86,149,000	\$ 17,430,666
Capital loan notes	11,310,000	-	1,520,000	9,790,000	1,625,000
Subscription agreements	21,176	33,405	21,373	33,208	23,225
Lease agreements	-	927,109	191,310	735,799	181,342
Total OPEB liability	2,535,714	-	105,298	2,430,416	-
Compensated absences	1,768,291	1,544,813	1,223,570	2,089,534	1,401,735
Net pension liability	5,083,232	16,345,027	-	21,428,259	-
Total governmental activities	\$ 109,818,747	\$ 32,415,354	\$ 19,577,885	\$ 122,656,216	\$ 20,661,968
Business-type activities:					
General obligation bonds	\$ 9,589,666	\$ 225,000	\$ 1,303,666	\$ 8,511,000	\$ 1,394,334
Water revenue bonds	13,130,000	-	965,000	12,165,000	995,000
Capital loan notes	2,747,000	2,503,761	120,000	5,130,761	362,000
Lease agreements	14,235	-	14,235	-	-
Total OPEB liability	343,543	-	16,365	327,178	-
Compensated absences	320,827	299,139	190,104	429,862	250,102
Net pension liability	484,441	942,011	-	1,426,452	-
Total business-type activities	\$ 26,629,712	\$ 3,969,911	\$ 2,609,370	\$ 27,990,253	\$ 3,001,436
Total long-term debt	\$ 136,448,459	\$ 36,385,265	\$ 22,187,255	\$ 150,646,469	\$ 23,663,404

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	\$ 1,941,349	\$ 267,641
Noncurrent	9,418,575	1,472,649
Total	\$ 11,359,924	\$ 1,740,290

Note 8 – Lease Receivable

The City is the lessor for five lease agreements related to the use of fields at the Prairie Ridge Sports Complex. All of the leases expire on January 8, 2025. The City recognized \$248,288 in lease revenue and \$11,414 in interest revenue

during the current fiscal year. As of June 30, 2023, the City's receivable for lease payments was \$388,902. Also, the City has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of June 30, 2023, the balance of the deferred inflow of resources was \$377,949. The leases have an estimated implicit rate of 0.893%.

The City owns water towers and other structures which the City rents space thereon to cellular radio-telephone communication companies. The City is the lessor for four leases that are qualified under GASB Statement No. 87 with periods covering various ranges and the latest expiring on July 31, 2042. The City recognized \$79,193 in lease revenue and \$32,280 in interest revenue during the current fiscal year. As of June 30, 2023, the City's receivable for lease payments was \$1,125,599. Also, the City has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of June 30, 2023, the balance of the deferred inflow of resources was \$1,081,361. The leases have estimated implicit interest rates ranging from 1.217% to 3.322%.

The City is the lessor for a lease agreement for the use of parking spaces. The lease expires on June 30, 2028. The City recognized \$12,137 in lease revenue and \$2,823 in interest revenue during the current fiscal year. As of June 30, 2023, the City's receivable for lease payments was \$60,674. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2023, the balance of the deferred inflow of resources was \$60,686. The lease has an estimated implicit rate of 1.375%.

Note 9 - 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 2023, 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 6.21% of covered payroll and the City contributed 9.31% of covered payroll, for a total rate of 15.52%.

The City's contributions to IPERS for the year ended June 30, 2023, totaled \$1,585,885.

Net Pension Liability (Asset), Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2023, the City reported a liability of \$6,592,012 for its proportionate share of the collective net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2022, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability (asset) was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2022, the City's collective proportion was 0.174477%, which was an increase of .034005% from its proportion measured as of June 30, 2021.

For the year ended June 30, 2023, the City recognized pension expense of \$262,779. At June 30, 2023, 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	\$ 378,574	\$ 93,776
Changes of assumptions	5,802	47,429
Net difference between projected and actual earnings on pension plan investments	-	779,901
Changes in proportion and differences between City contributions and proportionate share of contributions	1,011,151	-
City contributions subsequent to the measurement date	1,585,885	-
Total	<u>\$ 2,981,412</u>	<u>\$ 921,106</u>

\$1,585,885 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, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension revenue/expense as follows:

Year Ended	
June 30,	Amount
2024	\$ (354,433)
2025	(235,400)
2026	(704,726)
2027	1,721,563
2028	47,417
Total	<u>\$ 474,421</u>

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions – The total pension liability in the June 30, 2022 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, 2022 valuation were based on the results of a quadrennial experience study covering the period of July 1, 2017 through June 30, 2021.

Mortality rates used in the 2022 valuation were based on the PubG-2010 mortality tables with future mortality improvements modeled using Scale MP-2021.

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%	3.57%
International equity	17.5	4.79
Global smart beta equity	6.0	4.16
Core plus fixed income	20.0	1.66
Public credit	4.0	3.77
Cash	1.0	0.77
Private equity	13.0	7.57
Private real assets	8.5	3.55
Private credit	8.0	3.63
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:	\$ 12,809,764	\$ 6,592,012	\$ 1,114,018

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, 2023, the City reported payables to IPERS of \$129,117 for legally required employer contributions and \$86,034 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 four 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 (22 years). Members with less than four 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 three years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66 percent of the member's average final compensation. Additional benefits are available to members who perform more than 22 years of service (2 percent for each additional year of service, up to a maximum of eight 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 percent surviving spouse benefit.

Disability and Death – Disability coverage is broken down into two types, accidental or ordinary. Accidental disability is defined as permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60 percent 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 percent 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 percent 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 percent 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 percent 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 percent 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 (escalated) annually in accordance with Iowa Code Chapter 411.6 which states a standard formula for the increases.

Traumatic Personal Injury – 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.

Deferred Retirement Option Program (DROP) – Active members at least 55 years of age, with 22 or more years of service have the option to participate in the (DROP) Program. 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. By electing to participate in DROP the member is signing a contract indicating 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 percent of the member's retirement benefit at the member's earliest date eligible and 100 percent 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.

Contributions – Member contribution rates are set by state statute. In accordance with Iowa Code Chapter 411 as modified by act of the 1994 General Assembly, to establish compliance with the Federal Older Workers Benefit Protections Act, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2023.

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 percent 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 23.90% for the year ended June 30, 2023.

The City's contributions to MFPRSI for the year ended June 30, 2023, totaled \$2,694,134.

State appropriations are approved by the state legislature and 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, 2023.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2023, the City reported a liability of \$16,262,699 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022 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, 2022, the City's proportion was 2.89593%, which was an increase of 0.2007% from its proportions measured as of June 30, 2021.

For the year ended June 30, 2023, the City recognized pension expense of \$2,544,117. At June 30, 2023, 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	\$ 1,009,876	\$ 20,912
Changes of assumptions	45,619	-
Net difference between projected and actual earnings on pension plan investments	-	192,685
Changes in proportion and differences between City contributions and proportionate share of contributions	2,410,705	-
City contributions subsequent to the measurement date	2,694,134	-
Total	<u>\$ 6,160,334</u>	<u>\$ 213,597</u>

\$2,694,134 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, 2024. 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
2024	\$ 1,038,103
2025	360,639
2026	(722,806)
2027	2,476,868
2028	99,799
Total	<u>\$ 3,252,603</u>

Actuarial Assumptions – The total pension liability in the July 1, 2022, 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 July 1, 2022 valuation were based on the results of an actuarial experience study for the 10-year period ending June 30, 2020. There were no significant changes of benefit terms.

Mortality rates as of July 1, 2022, were based on the RP 2014 Blue Collar Healthy Annuitant table with males set-forward zero years, females set-forward two years and disabled 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 MFRSI investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan 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 weighing 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
Broad Fixed Income	3.5%
Broad U.S. Equity	6.7
Global Equity	6.8
Broad Non-US Equity	7.0
Managed Futures	5.1
Emerging Market	7.2
Real Estate-Core	6.4
Opportunistic Real Estate	11.0
Global Infrastructure	6.8
Private Credit	8.6
Private Equity	12.0

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:	\$ 29,432,454	\$ 16,262,699	\$ 5,351,378

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, 2023, the City reported payables to the defined benefit pension plan of \$206,779 for legally required employer contributions and \$81,335 for legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPRSI.

	IPERS	MFPRSI	Total
Pension Expense	\$ 262,779	\$ 2,544,117	\$ 2,806,896
Net Pension Liability	6,592,012	16,262,699	22,854,711
Deferred Outflows of Resources	2,981,412	6,160,334	9,141,746
Deferred Inflows of Resources	921,106	213,597	1,134,703

Note 10 - 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 530 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, 2023 were \$388,786.

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 800 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, employment practices liability, public officials liability, cyber liability, law enforcement liability, and property. 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, 2023 were \$442,827.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, employment practices, law enforcement, cyber 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. As of June 30, 2023, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

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, 2023, no liability has been recorded in the City's financial statements.

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 five individual stop loss claims and no outstanding aggregate stop loss claims as of June 30, 2023. 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:

	2023	2022
Claims payable, beginning of year	\$ 302,000	\$ 297,000
Incurred claims (including IBNR)	4,773,832	4,192,624
Claims payments	(4,683,832)	(4,187,624)
Claims payable, end of year	<u>\$ 392,000</u>	<u>\$ 302,000</u>

The City's health insurance activities are accounted for in the internal service fund, health insurance fund.

Note 11 - 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, form the PCAA. The City appoints two board members of the five-member board. Through a 28E agreement, which was amended and restated on July 1, 2021, each member government contributes an annual member assessment based on the assessed value of taxable property in its jurisdiction. Each year member government assessments are subject to an adjustment corresponding to the consumer price index. The amended and restated 28E agreement expires June 30, 2031. The City paid \$669,455 to the PCAA in fiscal year 2023.

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 \$1,136,648 in fiscal year 2023.

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 \$78,070 in membership dues for fiscal year 2023.

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 \$75,840 as of June 30, 2023.

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 2023 of \$5,981,698.

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, 2023, in the general fund, road use tax fund, capital projects fund, nonmajor governmental funds, and internal service funds were \$981,630, \$1,418,448, \$1,072,393, \$7,040, and \$1,588,216, respectively. The City also had encumbrances in

the water fund, sewer fund, storm water fund, and nonmajor enterprise funds of \$25,262, \$26,162, \$73,444, and \$17,565, 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, 2023, is \$44,104,146.

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 July 1, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	8
Active employees	<u>291</u>
Total	<u><u>299</u></u>

Total OPEB Liability – The City's total OPEB liability of \$2,757,594 was measured as of June 30, 2023, and was determined by an actuarial valuation as of July 1, 2022. Liabilities in this report were calculated as of the valuation date.

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	3.54% per annum.
Health care cost trend rate	5.00% per annum.

Discount Rate – The discount rate used to measure the total OPEB liability was 3.54% 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 2021 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, 2022, 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	\$ 2,879,256
Changes for the year:	
Service cost	226,522
Interest	96,049
Differences between expected and actual experiences	8,065
Changes in assumptions	(348,878)
Benefit payments	(103,420)
Net changes	(121,662)
Total OPEB liability end of year	<u>\$ 2,757,594</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 (2.54%) or 1% higher (4.54%) than the current discount rate.

	1% Decrease (2.54%)	Discount Rate (3.54%)	1% Increase (4.54%)
Total OPEB liability	\$ 3,038,434	\$ 2,757,594	\$ 2,506,652

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	\$ 2,417,057	\$ 2,757,594	\$ 3,165,793

OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB – For the year ended June 30, 2023, the City recognized OPEB expense of \$373,354. At June 30, 2023, 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	\$ 428,216	\$ -
Changes in assumptions	237,917	347,385
Total	<u>\$ 666,133</u>	<u>\$ 347,385</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
2024	\$ 50,783
2025	50,783
2026	50,783
2027	50,783
2028	50,783
Thereafter	64,834
	<u>\$ 318,749</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, 2023, the ending fund balance of the Landfill Postclosure Fund was \$86,375.

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 receipts 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, 2023, \$623,216 of property tax was diverted from the City 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, 2023, \$27,295 of property tax was forgone under the urban revitalization tax exemptions program.

Note 16 – Subsequent Event

On December 22, 2023, the City's Water Fund is expected to execute a State Revolving Fund loan agreement with the Iowa Finance Authority in the amount of \$11,103,000 for the design and construction of the Northwest Water Tower. The obligation is secured by revenues of the Water Fund. The interest rate on the loan is 1.75% and the repayment period is twenty years.

Note 17 – Future Adoption of GASB Pronouncements

As of June 30, 2023, the GASB has issued several statements not yet implemented by the City. The statements which might impact the City are as follows:

Statement No. 99 "Omnibus 2022"

This statement was issued to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB statements and accounting and financial reporting for financial guarantees. This statement addresses a variety of topics including issues related to leases implementation, derivative instruments, nonmonetary transactions, public-private and public-public partnerships and availability payment arrangements, subscription-based information technology arrangements, LIBOR, SNAP and other terminology updates. The requirements of this statement are partially effective for reporting periods beginning after June 15, 2022, and partially effective for reporting periods beginning after June 15, 2023.

Statement No. 100 "Accounting Changes and Error Corrections—an Amendment of GASB Statement No. 62"

This statement was issued to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this statement are effective for reporting periods beginning after June 15, 2023.

Statement No. 101 "Compensated Absences"

This statement was issued to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2023.

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, 2023

	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	\$ 45,040,379	\$ -	\$ 45,040,379	\$ 45,079,675	\$ 45,079,675	\$ (39,296)
Tax increment financing	9,890,506	-	9,890,506	10,221,657	9,902,142	(11,636)
Other city taxes	4,464,315	-	4,464,315	3,308,624	4,389,624	74,691
Licenses and permits	2,524,766	97,220	2,621,986	2,348,600	2,258,500	363,486
Use of money and property	3,509,472	263,742	3,773,214	577,257	3,340,730	432,484
Intergovernmental	11,438,864	-	11,438,864	12,587,816	13,501,402	(2,062,538)
Charges for services	5,498,337	41,178,417	46,676,754	45,133,806	46,228,837	447,917
Special assessments	277,158	-	277,158	-	277,158	-
Miscellaneous	911,288	2,890,448	3,801,736	4,439,466	5,643,743	(1,842,007)
Total revenues	83,555,085	44,429,827	127,984,912	123,696,901	130,621,811	(2,636,899)
Expenditures/Expenses:						
Public safety	26,522,053	-	26,522,053	27,033,516	28,698,565	2,176,512
Public works	7,215,485	-	7,215,485	8,164,316	8,908,935	1,693,450
Culture and recreation	9,907,249	-	9,907,249	9,929,033	11,021,402	1,114,153
Community and economic development	5,036,296	-	5,036,296	5,299,936	5,268,193	231,897
General government	4,524,062	-	4,524,062	5,335,829	4,916,162	392,100
Debt service	24,205,486	-	24,205,486	24,277,332	24,205,486	-
Capital projects	31,599,842	-	31,599,842	25,152,561	45,745,401	14,145,559
Business-type	-	44,299,847	44,299,847	52,779,898	60,801,349	16,501,502
Total expenditures/expenses	109,010,473	44,299,847	153,310,320	157,972,421	189,565,493	36,255,173
Excess (deficiency) of revenues over (under) expenditures/expenses	(25,455,388)	129,980	(25,325,408)	(34,275,520)	(58,943,682)	33,618,274
Other financing sources (uses), net	17,416,742	803,869	18,220,611	25,378,885	36,152,451	(17,931,840)
Excess (deficiency) of revenues and other financing sources over (under) expenditures/expenses and other financing uses	(8,038,646)	933,849	(7,104,797)	(8,896,635)	(22,791,231)	15,686,434
Beginning fund balance, July 1	96,760,888	52,985,554	149,746,442	125,323,248	149,746,442	-
Ending fund balance, June 30	\$ 88,722,242	\$ 53,919,403	\$ 142,641,645	\$ 116,426,613	\$ 126,955,211	\$ 15,686,434

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, 2023

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	\$ 100,142,946
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.	3,974,695
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.	174,930
On a budgetary basis, the City does not record underwriters' discounts from bond issuances.	10,925
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>(1,760,307)</u>
Total GAAP basis revenues and other financing sources for the governmental funds	<u><u>\$ 102,543,189</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	\$ 109,010,473
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.	2,210,059
On a budgetary basis, the City does not record underwriters' discounts from bond issuances.	10,925
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	(1,760,307)
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>(9,366)</u>
Total GAAP basis expenditures and other financing uses for the governmental funds	<u><u>\$ 109,461,784</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, 2023

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	\$ 44,480,075
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.	500,797
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>(14,840)</u>
Total GAAP basis revenues, nonoperating revenues, and transfers in	<u><u>\$ 44,966,032</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	\$ 44,350,095
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.	3,162,313
Principal payments on indebtedness are recorded as an expenditure on a budgetary basis, but are not expensed on a GAAP basis.	(1,085,000)
Bond premiums and discounts are not recorded on a budgetary basis. These are recorded and amortized under GAAP.	(393,674)
Depreciation and losses on capital assets are reported on a GAAP basis but are not recorded on a budgetary basis	6,135,096
Purchases of capital assets are reported as an expense on a budget basis but are capitalized and depreciated on a GAAP basis	(15,480,704)
Transfers from enterprise funds to the debt service fund for bond 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.	456,641
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>(104,156)</u>
Total GAAP basis expenses, nonoperating expenses, and transfers out	<u><u>\$ 37,040,611</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, 2023

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 April 30 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, 2023. The amendments increased estimated revenues by \$6,924,910 and increased expenditures by \$31,593,072. 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 hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

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, 2023, 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 (Asset)
Iowa Public Employees' Retirement System
For the Last Nine Years ⁽¹⁾

	2023	2022*	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.17448%	0.14047%	0.15256%	0.14974%	0.14291%	0.14022%	0.13229%	0.12894%	0.12544%
City's proportionate share of the net pension liability (asset)	\$ 6,592,012	\$ (484,948)	\$ 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	\$ 15,337,661	\$ 14,150,555	\$ 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 (asset) as a percentage of its covered payroll	42.98%	-3.43%	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 (asset)	91.40%	100.81%	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.

* The Plan has three groups; regular, sheriff and protection. In total, the Plan reported a net pension liability at June 30, 2022. However, the City only participates in the regular and protection groups. The City's portion of these groups resulted in a net pension liability at June 30, 2022.

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				
	2023	2022	2021	2020	2019
Statutorily required contribution	\$ 1,585,885	\$ 1,444,883	\$ 1,335,693	\$ 1,219,602	\$ 1,191,159
Contributions in relation to the statutorily required contribution	<u>(1,585,885)</u>	<u>(1,444,883)</u>	<u>(1,335,693)</u>	<u>(1,219,602)</u>	<u>(1,191,159)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 16,639,308	\$ 15,337,661	\$ 14,150,555	\$ 12,882,150	\$ 12,529,803
Contributions as a percentage of covered payroll	9.53%	9.42%	9.44%	9.47%	9.51%

Fiscal Year				
2018	2017	2016	2015	2014
\$ 1,070,922	\$ 1,054,434	\$ 949,821	\$ 909,593	\$ 878,731
(1,070,922)	(1,054,434)	(949,821)	(909,593)	(878,731)
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,888,287	\$ 11,681,267	\$ 10,528,957	\$ 9,681,761	\$ 9,699,344
9.01%	9.03%	9.02%	9.39%	9.06%

Notes to the Required Supplementary Information: IPERS Pension Liability

City of Ankeny, Iowa

June 30, 2023

Changes in benefit terms:

There were no significant changes of benefit terms.

Changes in assumptions:

The 2022 valuation incorporated the following refinements after a quadrennial experience study:

- Changed the mortality assumptions to the PubG-2010 mortality tables with mortality improvements modeled using Scale MP-2021.
- Adjusted retirement rates for Regular members.
- Lowered disability rates for Regular members.
- Adjusted termination rates for all membership groups.

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 Nine Years ⁽¹⁾

	Fiscal Year		
	2023	2022	2021
City's proportion of the net pension liability (asset)	2.89593%	2.69516%	2.56308%
City's proportionate share of the net pension liability	\$ 16,262,699	\$ 6,052,621	\$ 20,443,126
City's covered payroll	\$ 9,562,739	\$ 8,580,771	\$ 8,142,991
City's proportionate share of the net pension liability as a percentage of its covered payroll	170.06%	70.54%	251.05%
Plan fiduciary net position as a percentage of the total pension liability	84.62%	93.62%	76.47%

⁽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.

Fiscal Year					
2020	2019	2018	2017	2016	2015
2.39490%	1.96805%	1.96390%	1.87199%	1.78695%	1.66118%
\$ 15,708,812	\$ 11,717,850	\$ 11,517,790	\$ 11,704,791	\$ 8,395,358	\$ 6,021,760
\$ 7,175,380	\$ 5,717,714	\$ 5,562,204	\$ 5,072,834	\$ 4,686,212	\$ 4,242,165
218.93%	204.94%	207.07%	230.73%	179.15%	141.95%
79.94%	81.07%	80.60%	78.20%	83.04%	86.27%

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				
	2023	2022	2021	2020	2019
Statutorily required contribution	\$ 2,694,134	\$ 2,560,639	\$ 2,216,680	\$ 1,987,706	\$ 1,886,380
Contributions in relation to the statutorily required contribution	<u>\$ (2,694,134)</u>	<u>\$ (2,560,639)</u>	<u>(2,216,680)</u>	<u>(1,987,706)</u>	<u>(1,886,380)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 10,928,687	\$ 9,562,739	\$ 8,580,771	\$ 8,142,991	\$ 7,175,380
Contributions as a percentage of covered payroll	24.65%	26.78%	25.83%	24.41%	26.29%

Fiscal Year				
2018	2017	2016	2015	2014
\$ 1,468,573	\$ 1,441,723	\$ 1,408,757	\$ 1,425,075	\$ 1,277,740
<u>(1,468,573)</u>	<u>(1,441,723)</u>	<u>(1,408,757)</u>	<u>(1,425,075)</u>	<u>(1,277,740)</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
\$ 5,717,714	\$ 5,562,204	\$ 5,072,834	\$ 4,686,212	\$ 4,242,165
25.68%	25.92%	27.77%	30.41%	30.12%

Notes to the Required Supplementary Information: MFPRSI Pension Liability

City of Ankeny, Iowa

June 30, 2023

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 Six Fiscal Years ⁽¹⁾

City of Ankeny, Iowa
June 30, 2023

	2023	2022	2021	2020	2019	2018
Service cost	\$ 226,522	\$ 232,674	\$ 223,726	\$ 101,327	\$ 97,430	\$ 83,710
Interest cost	96,049	63,378	59,390	70,570	67,606	53,255
Differences between expected and actual experiences	8,065	-	389,492	-	230,957	-
Changes in assumptions	(348,879)	-	288,048	-	(48,969)	54,497
Benefit payments	(103,420)	(103,833)	(119,370)	(96,688)	(87,985)	(58,679)
Net change in total OPEB liability	(121,663)	192,219	841,286	75,209	259,039	132,783
Total OPEB liability beginning of year	2,879,256	2,687,037	1,845,751	1,770,542	1,511,503	1,378,720
Total OPEB liability end of year	\$ 2,757,594	\$ 2,879,256	\$ 2,687,037	\$ 1,845,751	\$ 1,770,542	\$ 1,511,503
Covered-employee payroll	\$ 27,015,813	\$ 24,473,912	\$ 21,897,563	\$ 20,107,655	\$ 18,592,405	\$ 16,587,836
Total OPEB liability as a percentage of covered-employee payroll	10.21%	11.76%	12.27%	9.18%	9.52%	9.11%

Notes to Schedule of Changes in the City's Total OPEB Liability and Related Ratios

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

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 2021 generational projection of future mortality improvement for the year ended June 30, 2023.

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, 2023 3.54%

Year ended June 30, 2022 2.21%

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 Fund – Accounts for maintenance activities undertaken at the remediated landfill to maintain the integrity of containment features and to monitor compliance with applicable performance standards.

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 Fund– Accounts for donations to be used for the construction of a dog park.

Parks and Recreation Scholarship – Accounts for donations restricted for Parks and Recreation scholarships.

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, 2023

	Special Revenue						
	Fire Gift	Hawkeye Park	Police Gift	Police Seizure	Police/Fire Pension	Landfill Postclosure	Friends of the Ankeny Library
Assets							
Cash and cash equivalents	\$ 33,104	\$ 37,851	\$ 10,177	\$ 99,392	\$ 1,547,627	\$ 86,375	\$ 92,918
Receivables:							
Interest	-	-	-	-	432	-	-
Taxes	-	-	-	-	2,563,920	-	-
Accounts	-	-	-	601	-	-	34
Special assessments	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	13,372	-	-
Total assets	<u>\$ 33,104</u>	<u>\$ 37,851</u>	<u>\$ 10,177</u>	<u>\$ 99,993</u>	<u>\$ 4,125,351</u>	<u>\$ 86,375</u>	<u>\$ 92,952</u>
Liabilities							
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 2,782	\$ -	\$ 4,586
Accrued wages	-	-	-	-	81,558	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>84,340</u>	<u>-</u>	<u>4,586</u>
Deferred Inflows of Resources							
Unavailable revenues							
Property taxes	-	-	-	-	2,560,905	-	-
Special assessments	-	-	-	-	-	-	-
Other long-term receivables	-	-	-	351	-	-	34
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>351</u>	<u>2,560,905</u>	<u>-</u>	<u>34</u>
Fund balances							
Restricted	<u>33,104</u>	<u>37,851</u>	<u>10,177</u>	<u>99,642</u>	<u>1,480,106</u>	<u>86,375</u>	<u>88,332</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 33,104</u>	<u>\$ 37,851</u>	<u>\$ 10,177</u>	<u>\$ 99,993</u>	<u>\$ 4,125,351</u>	<u>\$ 86,375</u>	<u>\$ 92,952</u>

							Capital Project		Total Nonmajor Governmental Funds
Park Dedication	Sports Complex Foundation	Ankeny Garden Club	Miracle Park	Dog Park	Parks & Recreation Scholarship	Civic	Special Assessments		
\$ 499,762	\$ 131,474	\$ 9,567	\$ 69,997	\$ 1,376	\$ 27,174	\$ 322,833	\$ -	\$	2,969,627
-	-	-	-	-	-	-	-		432
-	-	-	-	-	-	-	-		2,563,920
-	6,450	-	-	-	-	17,268	-		24,353
-	-	-	-	-	-	-	1,672,627		1,672,627
-	-	-	-	-	-	-	-		13,372
<u>\$ 499,762</u>	<u>\$ 137,924</u>	<u>\$ 9,567</u>	<u>\$ 69,997</u>	<u>\$ 1,376</u>	<u>27,174</u>	<u>\$ 340,101</u>	<u>\$ 1,672,627</u>		<u>\$ 7,244,331</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	7,368
-	-	-	-	-	-	-	-		81,558
-	-	-	-	-	-	-	-		88,926
-	-	-	-	-	-	-	-		2,560,905
-	-	-	-	-	-	-	1,672,627		1,672,627
-	-	-	-	-	-	-	-		385
-	-	-	-	-	-	-	1,672,627		4,233,917
499,762	137,924	9,567	69,997	1,376	27,174	340,101	-		2,921,488
<u>\$ 499,762</u>	<u>\$ 137,924</u>	<u>\$ 9,567</u>	<u>\$ 69,997</u>	<u>\$ 1,376</u>	<u>\$ 27,174</u>	<u>\$ 340,101</u>	<u>\$ 1,672,627</u>		<u>\$ 7,244,331</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Special Revenue						
	Fire Gift	Hawkeye Park	Police Gift	Police Seizure	Police/Fire Pension	Landfill Postclosure	Friends of the Ankeny Library
Revenues							
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ 2,442,057	\$ -	\$ -
Other taxes and assessments	-	-	-	-	18,997	-	-
Intergovernmental	-	-	-	20,000	72,872	-	-
Charges for services	-	6,840	-	-	-	-	-
Use of money and property	686	802	224	1,921	6,578	1,897	1,723
Miscellaneous	5,850	-	3,850	430	2,281	-	43,002
Total revenues	<u>6,536</u>	<u>7,642</u>	<u>4,074</u>	<u>22,351</u>	<u>2,542,785</u>	<u>1,897</u>	<u>44,725</u>
Expenditures							
Current operating:							
Public safety	324	-	3,933	4,700	2,731,821	-	-
Culture and recreation	-	17,434	-	-	-	-	43,973
Total expenditures	<u>324</u>	<u>17,434</u>	<u>3,933</u>	<u>4,700</u>	<u>2,731,821</u>	<u>-</u>	<u>43,973</u>
Excess (deficiency) of revenues over (under) expenditures	<u>6,212</u>	<u>(9,792)</u>	<u>141</u>	<u>17,651</u>	<u>(189,036)</u>	<u>1,897</u>	<u>752</u>
Other financing (uses)							
Transfers out	-	-	-	-	-	(4,373)	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(4,373)</u>	<u>-</u>
Net change in fund balances	6,212	(9,792)	141	17,651	(189,036)	(2,476)	752
Fund balances, beginning	<u>26,892</u>	<u>47,643</u>	<u>10,036</u>	<u>81,991</u>	<u>1,669,142</u>	<u>88,851</u>	<u>87,580</u>
Fund balances, ending	<u>\$ 33,104</u>	<u>\$ 37,851</u>	<u>\$ 10,177</u>	<u>\$ 99,642</u>	<u>\$ 1,480,106</u>	<u>\$ 86,375</u>	<u>\$ 88,332</u>

Park Dedication	Sports Complex Foundation	Ankeny Garden Club	Miracle Park	Dog Park	Parks & Recreation Scholarship	Civic	Capital Project	Total Nonmajor Governmental Funds
							Special Assessments	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,442,057
-	-	-	-	-	-	-	19,874	38,871
-	-	-	-	-	-	-	-	92,872
-	17,530	-	-	-	-	-	-	24,370
11,774	2,665	193	1,451	26	-	-	-	29,940
35,326	-	1,400	7,067	741	27,174	17,268	-	144,389
47,100	20,195	1,593	8,518	767	27,174	17,268	19,874	2,772,499
-	-	-	-	-	-	-	-	2,740,778
-	-	-	320	-	-	-	-	61,727
-	-	-	320	-	-	-	-	2,802,505
47,100	20,195	1,593	8,198	767	27,174	17,268	19,874	(30,006)
(80,000)	-	-	-	-	-	(2,615,000)	(21,718)	(2,721,091)
(80,000)	-	-	-	-	-	(2,615,000)	(21,718)	(2,721,091)
(32,900)	20,195	1,593	8,198	767	27,174	(2,597,732)	(1,844)	(2,751,097)
532,662	117,729	7,974	61,799	609	-	2,937,833	1,844	5,672,585
\$ 499,762	\$ 137,924	\$ 9,567	\$ 69,997	\$ 1,376	\$ 27,174	\$ 340,101	\$ -	\$ 2,921,488

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, 2023

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Assets			
Current assets:			
Cash and cash equivalents	\$ 459,781	\$ 1,823,641	\$ 2,283,422
Receivables:			
Accounts	148,948	34,240	183,188
Special assessments	180	-	180
Intergovernmental	15	450	465
Inventory	-	81,455	81,455
Total current assets	<u>608,924</u>	<u>1,939,786</u>	<u>2,548,710</u>
Noncurrent assets:			
Capital assets:			
Land	-	985,942	985,942
Depreciable assets, net of accumulated depreciation	-	2,999,842	2,999,842
Total capital assets	<u>-</u>	<u>3,985,784</u>	<u>3,985,784</u>
Total noncurrent assets	<u>-</u>	<u>3,985,784</u>	<u>3,985,784</u>
Total assets	<u>608,924</u>	<u>5,925,570</u>	<u>6,534,494</u>
Deferred Outflows of Resources			
Pension related deferred outflows	5,901	127,717	133,618
OPEB related deferred outflows	-	15,739	15,739
Total deferred outflows of resources	<u>5,901</u>	<u>143,456</u>	<u>149,357</u>
Liabilities			
Current liabilities:			
Accounts payable	98,595	102,005	200,600
Accrued wages	1,062	49,263	50,325
Due to other funds	-	60,144	60,144
Compensated absences payable	-	21,217	21,217
Total current liabilities	<u>99,657</u>	<u>232,629</u>	<u>332,286</u>
Noncurrent liabilities:			
Total OPEB liability	-	65,154	65,154
Compensated absences payable	-	39,917	39,917
Advances from other funds	-	160,887	160,887
Net pension liability	14,340	310,348	324,688
Total noncurrent liabilities	<u>14,340</u>	<u>576,306</u>	<u>590,646</u>
Total liabilities	<u>113,997</u>	<u>808,935</u>	<u>922,932</u>
Deferred Inflows of Resources			
Pension related deferred inflows	1,732	37,480	39,212
OPEB related deferred inflows	-	8,208	8,208
Total deferred inflows of resources	<u>1,732</u>	<u>45,688</u>	<u>47,420</u>
Net Position			
Net investment in capital assets	-	3,985,784	3,985,784
Unrestricted	499,096	1,228,619	1,727,715
Total net position	<u>\$ 499,096</u>	<u>\$ 5,214,403</u>	<u>\$ 5,713,499</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenses, and Changes in Net Position
Nonmajor Enterprise Funds
For the Year Ended June 30, 2023

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Operating revenues:			
Charges for services	\$ 1,371,574	\$ 1,611,113	\$ 2,982,687
Other	-	918,578	918,578
Total operating revenues	<u>1,371,574</u>	<u>2,529,691</u>	<u>3,901,265</u>
Operating expenses:			
Personal services	67,764	887,312	955,076
Contractual services	1,004,253	365,371	1,369,624
Operating supplies	-	478,275	478,275
Depreciation and amortization	-	222,530	222,530
Total operating expenses	<u>1,072,017</u>	<u>1,953,488</u>	<u>3,025,505</u>
Operating income	<u>299,557</u>	<u>576,203</u>	<u>875,760</u>
Nonoperating revenues (expenses):			
Interest earnings	6,080	32,592	38,672
Interest expense	-	(4,803)	(4,803)
Total nonoperating revenues (expenses)	<u>6,080</u>	<u>27,789</u>	<u>33,869</u>
Net income before contributions and transfers	305,637	603,992	909,629
Transfers in	4,373	-	4,373
Change in net position	<u>310,010</u>	<u>603,992</u>	<u>914,002</u>
Total net position, beginning	<u>189,086</u>	<u>4,610,411</u>	<u>4,799,497</u>
Total net position, ending	<u>\$ 499,096</u>	<u>\$ 5,214,403</u>	<u>\$ 5,713,499</u>

City of Ankeny, Iowa
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2023

	Enterprise Funds		
	Solid Waste	Otter Creek Golf Course	Totals
Cash flows from operating activities			
Receipts from customers	\$ 1,356,941	\$ 2,541,129	\$ 3,898,070
Payments to suppliers	(991,314)	(859,689)	(1,851,003)
Payments to employees	(67,767)	(1,064,115)	(1,131,882)
Net cash provided by operating activities	297,860	617,325	915,185
Cash flows from noncapital financing activities			
Payments made on interfund accounts	-	(80,047)	(80,047)
Loans received from other funds	-	165,293	165,293
Transfers from other funds	4,373	-	4,373
Net cash provided by noncapital financing activities	4,373	85,246	89,619
Cash flows from capital and related financing activities			
Purchase of capital assets	-	(187,708)	(187,708)
Cash flows from investing activities:			
Interest received	6,080	32,591	38,671
Net increase in cash and cash equivalents	308,313	547,454	855,767
Balances, beginning of year	151,468	1,276,187	1,427,655
Balances, end of year	\$ 459,781	\$ 1,823,641	\$ 2,283,422
Reconciliation of operating income to net cash provided by operating activities			
Operating income	\$ 299,557	\$ 576,203	\$ 875,760
Adjustments to reconcile operating to net cash provided by operating activities:			
Depreciation and amortization	-	222,530	222,530
Changes in assets and liabilities:			
Receivables, net	(14,632)	11,438	(3,194)
Inventory	-	(14,429)	(14,429)
Accounts and other payables	12,935	(178,417)	(165,482)
Net cash provided by operating activities	\$ 297,860	\$ 617,325	\$ 915,185

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, 2023

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Assets							
Current assets:							
Cash and cash equivalents	\$ 611,247	\$ 960,959	\$ 2,083,945	\$ 29,729	\$ 273,192	\$ 6,437,221	\$ 10,396,293
Receivables:							
Interest	-	-	863	-	-	-	863
Accounts	-	82,397	-	-	1,690	-	84,087
Intergovernmental	46,480	-	-	-	-	-	46,480
Prepaid expenses	-	127,879	-	-	-	-	127,879
Inventory	192,588	-	-	-	-	-	192,588
Due from other funds	-	-	119,025	-	-	-	119,025
Total current assets	<u>850,315</u>	<u>1,171,235</u>	<u>2,203,833</u>	<u>29,729</u>	<u>274,882</u>	<u>6,437,221</u>	<u>10,967,215</u>
Noncurrent assets:							
Advances to other funds	-	-	378,883	-	-	-	378,883
Capital assets:							
Depreciable assets, net of accumulated depreciation	<u>35,128</u>	<u>97,003</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>132,131</u>
Total capital assets	<u>35,128</u>	<u>97,003</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>132,131</u>
Total noncurrent assets	<u>35,128</u>	<u>97,003</u>	<u>378,883</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>511,014</u>
Total assets	<u>885,443</u>	<u>1,268,238</u>	<u>2,582,716</u>	<u>29,729</u>	<u>274,882</u>	<u>6,437,221</u>	<u>11,478,229</u>
Deferred Outflows of Resources							
Pension related deferred outflows	54,921	-	-	-	-	-	54,921
OPEB related deferred outflows	<u>7,567</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,567</u>
Total deferred outflows of resources	<u>62,488</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>62,488</u>
Liabilities							
Current liabilities:							
Accounts payable	67,342	33,008	-	-	-	6,276	106,626
Accrued wages	11,960	-	-	-	-	-	11,960
Claims payable	-	-	-	-	-	392,000	392,000
Compensated absences payable	<u>20,133</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,133</u>
Total current liabilities	<u>99,435</u>	<u>33,008</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>398,276</u>	<u>530,719</u>
Noncurrent liabilities:							
Total OPEB liability	31,324	-	-	-	-	-	31,324
Compensated absences payable	4,697	-	-	-	-	-	4,697
Net pension liability	<u>133,456</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>133,456</u>
Total noncurrent liabilities	<u>169,477</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>169,477</u>
Total liabilities	<u>268,912</u>	<u>33,008</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>398,276</u>	<u>700,196</u>
Deferred Inflows of Resources							
Pension related deferred inflows	16,117	-	-	-	-	-	16,117
OPEB related deferred inflows	<u>3,946</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,946</u>
Total deferred inflows of resources	<u>20,063</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,063</u>
Net Position							
Net investment in capital assets	35,128	97,003	-	-	-	-	132,131
Unrestricted	<u>623,828</u>	<u>1,138,227</u>	<u>2,582,716</u>	<u>29,729</u>	<u>274,882</u>	<u>6,038,945</u>	<u>10,688,327</u>
Total net position	<u>\$ 658,956</u>	<u>\$ 1,235,230</u>	<u>\$ 2,582,716</u>	<u>\$ 29,729</u>	<u>\$ 274,882</u>	<u>\$ 6,038,945</u>	<u>\$ 10,820,458</u>

City of Ankeny, Iowa
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
For the Year Ended June 30, 2023

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Operating revenues:							
Charges for services	\$ 1,412,505	\$ 1,238,000	\$ -	\$ -	\$ -	\$ 5,175,814	\$ 7,826,319
Other	28,301	220,279	-	-	(1,090)	76,659	324,149
Total operating revenues	1,440,806	1,458,279	-	-	(1,090)	5,252,473	8,150,468
Operating expenses:							
Personal services	362,493	599,541	-	-	-	6,781	968,815
Contractual services	31,207	1,878,816	-	-	-	5,532,632	7,442,655
Operating supplies	1,020,745	708	-	-	-	1,464	1,022,917
Depreciation	6,375	45,922	-	-	-	-	52,297
Total operating expenses	1,420,820	2,524,987	-	-	-	5,540,877	9,486,684
Operating income (loss)	19,986	(1,066,708)	-	-	(1,090)	(288,404)	(1,336,216)
Nonoperating revenues (expenses):							
Interest earnings	11,850	25,225	21,877	612	5,727	142,162	207,453
Total nonoperating revenues (expenses)	11,850	25,225	21,877	612	5,727	142,162	207,453
Change in net position	31,836	(1,041,483)	21,877	612	4,637	(146,242)	(1,128,763)
Total net position, beginning	627,120	2,276,713	2,560,839	29,117	270,245	6,185,187	11,949,221
Total net position, ending	\$ 658,956	\$ 1,235,230	\$ 2,582,716	\$ 29,729	\$ 274,882	\$ 6,038,945	\$ 10,820,458

City of Ankeny, Iowa
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2023

	Central Garage	Risk Management	Equipment Reserve	Sustainability Revolving Loan	Economic Development Revolving	Health Insurance	Total
Cash flows from operating activities							
Cash received from customers	\$ 1,460,422	\$ 2,329,162	\$ -	\$ -	\$ 3,000	\$ 5,252,473	\$ 9,045,057
Payments to suppliers	(972,581)	(2,527,670)	-	-	-	(5,440,623)	(8,940,874)
Payments to employees	(427,392)	-	-	-	-	(6,019)	(433,411)
Net cash provided by (used for) operating activities	60,449	(198,508)	-	-	3,000	(194,169)	(329,228)
Cash flows from noncapital financing activities							
Payments received on interfund accounts	-	-	112,903	619	-	-	113,522
Loans issued to other funds	-	-	(471,067)	-	-	-	(471,067)
Net cash provided by (used for) noncapital financing activities	-	-	(358,164)	619	-	-	(357,545)
Cash flows from capital and related financing activities							
Purchase of capital assets	(23,301)	(54,706)	-	-	-	-	(78,007)
Cash flows from investing activities							
Interest received	11,850	25,225	21,219	612	5,727	142,161	206,794
Net increase (decrease) in cash and cash equivalents	48,998	(227,989)	(336,945)	1,231	8,727	(52,008)	(557,986)
Cash and cash equivalents, beginning	562,249	1,188,948	2,420,890	28,498	264,465	6,489,229	10,954,279
Cash and cash equivalents, ending	<u>\$ 611,247</u>	<u>\$ 960,959</u>	<u>\$ 2,083,945</u>	<u>\$ 29,729</u>	<u>\$ 273,192</u>	<u>\$ 6,437,221</u>	<u>\$ 10,396,293</u>
Reconciliation of operating income to net cash provided by (used for) operating activities							
Operating income (loss)	\$ 19,986	\$ (1,066,708)	\$ -	\$ -	\$ (1,090)	\$ (288,404)	\$ (1,336,216)
Adjustments to reconcile operating income to net cash provided by (used for) operating activities:							
Depreciation expense	6,375	45,922	-	-	-	-	52,297
Changes in assets and liabilities:							
Receivables, net	19,616	870,883	-	-	4,090	-	894,589
Prepaid expenses	-	(4,859)	-	-	-	-	(4,859)
Inventory	80,491	-	-	-	-	-	80,491
Accounts and other payables	(64,068)	(43,746)	-	-	-	4,235	(103,579)
Claims payable	(1,951)	-	-	-	-	90,000	88,049
Net cash provided by (used for) operating activities	<u>\$ 60,449</u>	<u>\$ (198,508)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000</u>	<u>\$ (194,169)</u>	<u>\$ (329,228)</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, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Governmental funds capital assets:		
Land	\$ 11,021,821	\$ 10,608,767
Other improvements	52,570,414	51,219,539
Infrastructure	291,901,398	268,642,504
Buildings	79,345,536	71,593,966
Machinery and equipment	21,184,401	20,816,386
Lease equipment	933,108	-
Subscriptions	54,581	-
Furniture and fixtures	1,459,706	1,459,706
Construction in progress	32,547,923	34,244,339
Total governmental funds capital assets	<u>\$ 491,018,888</u>	<u>\$ 458,585,207</u>
Investment in governmental funds capital assets by source:		
General fund	\$ 24,822,959	\$ 23,349,545
Special revenue funds	8,872,894	8,990,602
Capital project funds	314,181,500	283,103,525
Local, state, and federal grants and donations	143,141,535	143,141,535
Total investment in governmental funds capital assets by source	<u>\$ 491,018,888</u>	<u>\$ 458,585,207</u>

City of Ankeny, Iowa
Comparative Schedule By Function and Activity
June 30, 2023

	Land	Other Improvements	Infrastructure	Buildings	Machinery and Equipment	Lease Equipment	Subscriptions	Furniture and Fixtures	Construction in Progress	Total
Public safety:										
Police	\$ 206	\$ -	\$ -	\$ 17,600,265	\$ 2,715,714	\$ 921,196	\$ -	\$ 239,757	\$ -	\$ 21,477,138
Fire and ambulance	1,048,633	-	-	13,686,586	7,601,570	-	-	48,316	70,304	22,455,409
Code enforcement	-	-	-	-	262,692	-	-	-	-	262,692
Total public safety	<u>1,048,839</u>	<u>-</u>	<u>-</u>	<u>31,286,851</u>	<u>10,579,976</u>	<u>921,196</u>	<u>-</u>	<u>288,073</u>	<u>70,304</u>	<u>44,195,239</u>
Health and social services:										
Mosquito control	-	-	-	-	34,130	-	-	-	-	34,130
Culture and recreation:										
Library	14,361	94,657	-	25,246,743	472,109	4,207	0	619,879	203,587	26,655,543
Parks and recreation	<u>4,009,703</u>	<u>45,085,622</u>	<u>5,123,346</u>	<u>14,321,018</u>	<u>1,758,048</u>	<u>-</u>	<u>37,524</u>	<u>45,220</u>	<u>617,135</u>	<u>70,997,616</u>
Total culture and recreation	<u>4,024,064</u>	<u>45,180,279</u>	<u>5,123,346</u>	<u>39,567,761</u>	<u>2,230,157</u>	<u>4,207</u>	<u>37,524</u>	<u>665,099</u>	<u>820,722</u>	<u>97,653,159</u>
Public works:										
Public works	<u>5,849,387</u>	<u>7,336,894</u>	<u>286,778,052</u>	<u>3,509,051</u>	<u>7,330,786</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>31,586,223</u>	<u>342,390,393</u>
Community and economic development:										
Planning and zoning	-	-	-	-	85,489	-	-	-	-	85,489
General government:										
Council and management	<u>99,531</u>	<u>53,241</u>	<u>-</u>	<u>4,981,873</u>	<u>923,863</u>	<u>7,705</u>	<u>17,057</u>	<u>506,534</u>	<u>70,674</u>	<u>6,660,478</u>
Total general capital assets	<u>\$ 11,021,821</u>	<u>\$ 52,570,414</u>	<u>\$ 291,901,398</u>	<u>\$ 79,345,536</u>	<u>\$ 21,184,401</u>	<u>\$ 933,108</u>	<u>\$ 54,581</u>	<u>\$ 1,459,706</u>	<u>\$ 32,547,923</u>	<u>\$ 491,018,888</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, 2023

	Governmental Funds Capital Assets June 30, 2022	Additions	Deductions	Governmental Funds Capital Assets June 30, 2023
Public safety:				
Police	\$ 20,416,883	\$ 1,122,860	\$ 62,605	\$ 21,477,138
Fire and ambulance	21,951,499	666,811	162,901	22,455,409
Code enforcement	215,928	69,829	23,065	262,692
Total public safety	<u>42,584,310</u>	<u>1,859,500</u>	<u>248,571</u>	<u>44,195,239</u>
Health & social services:				
Mosquito control	<u>34,130</u>	<u>-</u>	<u>-</u>	<u>34,130</u>
Culture and recreation:				
Library	26,651,336	-	-	26,651,336
Parks and recreation	68,791,917	10,227,693	8,017,787	71,001,823
Total culture and recreation	<u>95,443,253</u>	<u>10,227,693</u>	<u>8,017,787</u>	<u>97,653,159</u>
Public works:				
Public works	<u>313,802,309</u>	<u>42,251,801</u>	<u>13,663,717</u>	<u>342,390,393</u>
Community & economic development:				
Planning & zoning	<u>85,489</u>	<u>-</u>	<u>-</u>	<u>85,489</u>
General government:				
Council and management	<u>6,635,716</u>	<u>24,762</u>	<u>-</u>	<u>6,660,478</u>
Total general capital assets	<u><u>\$ 458,585,207</u></u>	<u><u>\$ 54,363,756</u></u>	<u><u>\$ 21,930,075</u></u>	<u><u>\$ 491,018,888</u></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 These schedules contain information to help the reader understand how the City's financial performance and well being have changed over time.	103
Revenue Capacity These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	111
Debt Capacity 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.	117
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment with which the City's financial activities take place.	122
Operating Information 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.	124

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			
	2023	2022	2021 (4)	2020
Governmental activities:				
Net investment in capital assets	\$ 255,706,188	\$ 249,777,225	\$ 229,636,596	\$ 194,066,837
Restricted:				
Debt service	1,548,456	1,485,075	1,455,739	2,394,189
Capital projects	6,916,103	3,472,855	3,522,855	31,649,353
Enabling legislation	904,436	939,575	880,151	1,019,877
Restricted by other governments	14,862,151	13,405,762	13,406,023	13,538,110
Donor restrictions	755,603	3,298,095	4,068,637	1,067,387
Unrestricted	39,586,657	25,744,028	18,474,141	15,148,622
Total governmental activities net position	<u>320,279,594</u>	<u>298,122,615</u>	<u>271,444,142</u>	<u>258,884,375</u>
Business-type activities:				
Net investment in capital assets	200,201,084	186,989,116	171,520,523	142,883,065
Restricted:				
Debt service	1,940,827	1,397,521	2,578,241	2,985,378
Unrestricted	53,608,016	48,948,223	44,852,901	33,561,997
Total business-type activities net position	<u>255,749,927</u>	<u>237,334,860</u>	<u>218,951,665</u>	<u>179,430,440</u>
Primary government:				
Net investment in capital assets	455,907,272	436,766,341	401,157,119	336,949,902
Restricted:				
Debt service	3,489,283	2,882,596	4,033,980	5,379,567
Capital projects	6,916,103	3,472,855	3,522,855	31,649,353
Enabling legislation	904,436	939,575	880,151	1,019,877
Restricted by other governments	14,862,151	13,405,762	13,406,023	13,538,110
Donor restrictions	755,603	3,298,095	4,068,637	1,067,387
Unrestricted	93,194,673	74,692,251	63,327,042	48,710,619
Total primary government net position	<u>\$ 576,029,521</u>	<u>\$ 535,457,475</u>	<u>\$ 490,395,807</u>	<u>\$ 438,314,815</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.

⁽⁴⁾ Net position for fiscal year 2021 is restated to include changes relating to GASB Statement No. 87.

Fiscal Year					
2019	2018 (3)	2017	2016	2015 (2)	2014 (1)
\$ 172,386,785	\$ 143,233,649	\$ 130,865,789	\$ 116,004,979	\$ 103,373,925	\$ 102,272,116
2,732,212	2,863,466	3,574,657	3,514,212	3,952,950	3,649,020
-	-	-	-	-	-
843,267	720,062	1,012,949	1,004,416	770,940	575,499
12,345,053	11,882,618	10,230,755	8,420,514	6,079,433	970,469
331,818	405,322	749,772	2,434,297	1,589,627	639,510
49,161,416	51,088,431	31,273,437	19,759,160	9,786,366	14,875,935
<u>237,800,551</u>	<u>210,193,548</u>	<u>177,707,359</u>	<u>151,137,578</u>	<u>125,553,241</u>	<u>122,982,549</u>
134,854,399	125,926,026	118,594,408	109,640,906	102,292,319	102,489,297
3,075,126	2,766,116	2,490,276	2,596,208	2,626,415	2,686,691
26,604,092	23,211,751	21,793,304	20,006,304	16,996,389	11,660,796
<u>164,533,617</u>	<u>151,903,893</u>	<u>142,877,988</u>	<u>132,243,419</u>	<u>121,915,124</u>	<u>116,836,785</u>
307,241,184	269,159,675	249,460,197	225,645,885	205,666,244	204,761,413
5,807,338	5,629,582	6,064,933	6,110,420	6,579,365	6,335,711
-	-	-	-	-	-
843,267	720,062	1,012,949	1,004,416	770,940	575,499
12,345,053	11,882,618	10,230,755	8,420,514	6,079,433	970,469
331,818	405,322	749,772	2,434,297	1,589,627	639,510
75,765,508	74,300,182	53,066,741	39,765,464	26,782,755	26,536,731
<u>\$ 402,334,168</u>	<u>\$ 362,097,441</u>	<u>\$ 320,585,347</u>	<u>\$ 283,380,996</u>	<u>\$ 247,468,364</u>	<u>\$ 239,819,333</u>

City of Ankeny, Iowa
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2023	2022	2021 (4)	2020
Expenses				
Governmental activities:				
Public safety	\$ 28,880,476	\$ 23,345,087	\$ 25,563,287	\$ 23,146,580
Health and social services	398,429	307,142	371,915	339,819
Culture and recreation	9,909,276	9,048,362	8,920,203	8,034,416
Public works	21,343,625	17,161,335	15,027,246	15,805,214
Community and economic development	5,103,523	3,958,021	3,215,906	3,524,785
General government	4,632,346	3,907,839	3,975,015	4,186,112
Interest on long-term debt	2,019,407	2,215,705	3,095,443	3,634,827
Total governmental activities expenses	72,287,082	59,943,491	60,169,015	58,671,754
Business-type activities:				
Solid waste	1,072,363	1,143,538	1,236,700	918,436
Water	15,104,180	13,771,286	13,367,009	11,303,879
Sewer	15,518,683	11,750,974	12,348,429	13,447,758
Storm water	3,509,558	2,479,912	2,250,267	955,170
Otter Creek golf course	1,986,038	1,793,716	1,696,658	1,532,165
Total business-type activities expenses	37,190,822	30,939,426	30,899,063	28,157,408
Total primary government expenses	109,477,904	90,882,917	91,068,078	86,829,162
Program revenues				
Governmental activities:				
Charges for services:				
Public safety	5,596,180	5,823,573	6,108,597	4,882,713
Culture and recreation	3,050,712	2,869,684	1,835,035	1,287,322
Other activities	2,700,674	853,893	1,260,479	1,116,277
Operating grants and contributions	11,334,034	11,207,338	15,835,442	12,779,997
Capital grants and contributions	6,902,452	10,366,959	11,898,943	8,107,280
Total governmental activities program revenues	29,584,052	31,121,447	36,938,496	28,173,589
Business-type activities:				
Charges for services:				
Water	19,884,295	17,564,203	18,272,625	14,662,314
Sewer	16,906,553	17,604,506	19,020,685	17,158,191
Other activities	6,517,543	6,005,740	5,540,634	4,343,034
Capital grants and contributions	11,468,738	9,500,247	6,948,085	6,466,444
Total business-type activities program revenues	54,777,129	50,674,696	49,782,029	42,629,983
Total primary government program revenues	84,361,181	81,796,143	86,720,525	70,803,572
Net (expense) revenue				
Governmental activities	(42,703,030)	(28,822,044)	(23,230,519)	(30,498,165)
Business-type activities	17,586,307	19,735,270	18,882,966	14,472,575
Total primary government net (expense) revenue	(25,116,723)	(9,086,774)	(4,347,553)	(16,025,590)
General revenues and other changes in net position				
Governmental activities:				
Taxes:				
Property taxes	54,893,111	50,873,087	48,298,765	46,146,577
Other taxes	-	-	2,874,194	2,886,685
Hotel/motel taxes	2,076,862	1,734,499	-	-
Cable franchise taxes	208,021	243,742	-	-
Mobile home taxes	27,192	25,404	-	-
Utility tax replacement	314,758	301,712	-	-
Utility franchise taxes	1,748,871	1,677,661	-	-
Interest	4,544,417	197,993	631,886	2,251,769
Other	217,896	58,414	75,709	118,115
Transfers	828,881	388,005	172,046	178,842
Total governmental activities	64,860,009	55,500,517	52,052,600	51,581,988
Business-type activities:				
Interest	264,735	32,185	35,968	109,913
Other	1,392,906	1,263,126	723,928	493,177
Transfers	(828,881)	(388,005)	(172,046)	(178,842)
Special item	-	(2,259,381)	(6,698,060)	-
Total business-type activities	828,760	(1,352,075)	(6,110,210)	424,248
Total primary government	65,688,769	54,148,442	45,942,390	52,006,236
Changes in net position				
Governmental activities	22,156,979	26,678,473	28,822,081	21,083,823
Business-type activities	18,415,067	18,383,195	12,772,756	14,896,823
Total primary government changes in net position	\$ 40,572,046	\$ 45,061,668	\$ 41,594,838	\$ 35,980,647

(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.

(4) Net position for fiscal year 2021 is restated to include changes relating to GASB Statement No. 87.

Fiscal Year					
2019	2018 (3)	2017	2016	2015 (2)	2014 (1)
\$ 19,857,761	\$ 16,786,311	\$ 16,365,705	\$ 14,690,344	\$ 13,737,899	\$ 14,002,165
332,190	1,263,476	264,019	1,054,174	234,955	213,674
7,777,549	7,525,554	7,217,960	6,944,839	6,779,873	6,857,595
15,425,481	14,746,601	12,777,753	10,673,269	11,482,409	9,805,050
3,246,020	2,214,016	2,695,564	1,757,674	3,170,616	3,207,767
3,526,979	3,359,273	3,214,295	3,082,029	2,884,021	3,007,844
3,283,321	3,120,209	3,137,859	4,838,028	4,689,986	4,664,373
53,449,302	49,015,440	45,673,155	43,040,357	42,979,760	41,758,468
772,666	745,019	675,871	632,056	606,498	630,986
10,175,893	9,688,482	8,542,848	7,450,745	7,186,296	8,061,064
12,676,276	12,152,336	11,771,681	11,682,628	10,829,982	11,433,365
963,543	951,996	882,254	1,104,387	788,361	722,840
1,705,499	1,669,022	1,783,053	1,762,426	1,722,279	1,784,889
26,293,877	25,206,855	23,655,707	22,632,242	21,133,416	22,633,144
79,743,179	74,222,295	69,328,862	65,672,599	64,113,176	64,391,612
4,021,686	3,785,589	4,309,769	3,609,342	3,211,478	2,709,058
2,438,240	2,399,263	2,356,757	2,400,130	2,032,198	2,011,880
1,229,778	499,004	618,900	735,727	911,602	1,112,141
11,644,928	15,725,248	8,980,006	10,051,031	6,482,886	6,446,526
9,531,207	9,772,430	9,619,017	9,127,451	8,691,223	6,595,282
28,865,839	32,181,534	25,884,449	25,923,681	21,329,387	18,874,887
12,921,797	12,675,275	11,021,695	9,802,862	8,623,161	9,722,633
15,907,051	15,497,190	15,067,446	14,907,926	13,145,018	12,337,317
4,221,663	3,906,143	3,782,752	3,687,629	3,430,177	3,888,802
7,639,955	4,968,657	6,373,930	7,189,812	3,757,693	3,589,778
40,690,466	37,047,265	36,245,823	35,588,229	28,956,049	29,538,530
69,556,305	69,228,799	62,130,272	61,511,910	50,285,436	48,413,417
(24,583,463)	(16,833,906)	(19,788,706)	(17,116,676)	(21,650,373)	(22,883,581)
14,396,589	11,840,410	12,590,116	12,955,987	7,822,633	6,905,386
(10,186,874)	(4,993,496)	(7,198,590)	(4,160,689)	(13,827,740)	(15,978,195)
43,017,000	42,023,999	39,329,506	36,117,574	33,728,940	32,109,296
3,455,310	3,330,198	3,720,204	2,722,766	3,463,454	2,976,725
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,552,602	1,095,780	481,522	365,703	274,793	245,565
574,619	451,388	84,574	51,672	4,797	527,331
2,590,934	3,352,171	2,742,681	3,443,298	1,790,167	1,556,747
52,190,465	50,253,536	46,358,487	42,701,013	39,262,151	37,415,664
128,729	64,148	34,082	38,909	33,247	5,390
695,340	636,859	753,053	776,695	681,966	308,565
(2,590,934)	(3,352,171)	(2,742,681)	(3,443,298)	(1,790,167)	(1,556,747)
-	-	-	-	-	-
(1,766,865)	(2,651,164)	(1,955,546)	(2,627,694)	(1,074,954)	(1,242,792)
50,423,600	47,602,372	44,402,940	40,073,319	38,187,197	36,172,872
27,607,002	33,419,629	26,569,781	25,584,337	17,611,779	14,532,083
12,629,724	9,189,246	10,634,570	10,328,293	6,747,679	5,662,594
\$ 40,236,727	\$ 42,608,876	\$ 37,204,351	\$ 35,912,630	\$ 24,359,458	\$ 20,194,677

City of Ankeny, Iowa
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2023	2022	2021	2020
General fund:				
Nonspendable	\$ 3,057	\$ 2,093	\$ 2,369	\$ 559
Restricted	404,674	406,913	298,213	413,892
Unassigned	36,375,146	31,329,837	27,309,460	21,063,502
Total general fund	<u>\$ 36,782,877</u>	<u>\$ 31,738,843</u>	<u>\$ 27,610,042</u>	<u>\$ 21,477,953</u>
All other governmental funds:				
Restricted	\$ 49,336,797	\$ 60,470,545	\$ 57,154,549	\$ 49,617,127
Total all other governmental funds	<u>\$ 49,336,797</u>	<u>\$ 60,470,545</u>	<u>\$ 57,154,549</u>	<u>\$ 49,617,127</u>

Fiscal Year					
2019	2018	2017	2016	2015	2014
\$ 386	\$ 424	\$ 1,352	\$ 871	\$ 1,558	\$ 2,460
235,273	96,286	421,903	506,642	363,840	-
21,560,844	20,007,974	17,861,401	16,210,239	14,486,826	12,075,671
<u>\$ 21,796,503</u>	<u>\$ 20,104,684</u>	<u>\$ 18,284,656</u>	<u>\$ 16,717,752</u>	<u>\$ 14,852,224</u>	<u>\$ 12,078,131</u>
\$ 58,119,263	\$ 52,381,762	\$ 33,797,617	\$ 37,695,970	\$ 33,715,293	\$ 8,386,127
<u>\$ 58,119,263</u>	<u>\$ 52,381,762</u>	<u>\$ 33,797,617</u>	<u>\$ 37,695,970</u>	<u>\$ 33,715,293</u>	<u>\$ 8,386,127</u>

City of Ankeny, Iowa
Changes in Fund Balance
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2023	2022	2021	2020
Revenues:				
Property taxes	\$ 54,930,406	\$ 50,809,110	\$ 48,737,860	\$ 45,709,683
Other taxes and assessments	4,651,093	3,984,862	2,904,323	2,887,713
Licenses and permits	2,540,536	2,818,276	3,066,285	2,428,797
Intergovernmental	12,665,139	17,175,093	16,362,702	10,823,829
Charges for services	5,552,601	5,782,138	4,638,561	3,626,853
Use of money and property	4,965,435	580,776	890,012	2,424,415
Miscellaneous	1,438,986	1,757,053	5,307,625	5,300,780
Total revenues	<u>86,744,196</u>	<u>82,907,308</u>	<u>81,907,368</u>	<u>73,202,070</u>
Expenditures:				
Current operating:				
Public safety	27,519,088	23,550,619	21,724,281	20,237,245
Health and social services	425,291	377,553	351,311	309,012
Culture and recreation	8,748,492	7,413,729	6,242,118	5,738,563
Public works	8,057,716	8,081,161	7,618,951	6,732,666
Community and economic development	5,101,678	4,031,325	3,145,457	3,543,467
General government	4,496,129	4,305,432	3,774,625	3,979,607
Debt service:				
Principal	18,036,334	17,457,666	17,218,660	14,164,864
Lease agreement payoff	-	-	-	-
Interest and other charges	4,408,845	4,290,240	4,362,949	4,530,744
Bond issuance costs	132,690	150,771	80,772	236,794
Capital projects	<u>32,535,521</u>	<u>24,277,182</u>	<u>26,531,218</u>	<u>30,066,751</u>
Total expenditures	<u>109,461,784</u>	<u>93,935,678</u>	<u>91,050,342</u>	<u>89,539,713</u>
(Deficiency) of revenues (under) expenditures	<u>(22,717,588)</u>	<u>(11,028,370)</u>	<u>(9,142,974)</u>	<u>(16,337,643)</u>
Other financing sources (uses):				
Issuance of long-term debt	13,565,000	16,975,000	10,670,000	7,835,000
Issuance of refunding bonds	-	11,875,000	11,478,000	6,960,000
Premium on long-term debt	1,273,479	1,052,562	1,406,011	1,001,121
Premium on refunding bonds	-	1,187,600	2,114,074	900,332
Debt forgiven	-	-	-	-
Debt issued for enterprise funds	-	-	-	(7,950,000)
Payment of refunded bonds	-	(13,005,000)	(13,555,000)	(1,459,038)
Subscription financing	33,405	-	-	-
Lease financing	927,109	-	-	-
Sale of general capital assets	-	-	-	50,700
Transfers in	13,821,712	11,014,491	12,430,305	17,073,234
Transfers out	<u>(12,992,831)</u>	<u>(10,626,486)</u>	<u>(12,258,259)</u>	<u>(16,894,392)</u>
Total other financing sources (uses)	<u>16,627,874</u>	<u>18,473,167</u>	<u>12,285,131</u>	<u>7,516,957</u>
Net change in fund balances	<u>\$ (6,089,714)</u>	<u>\$ 7,444,797</u>	<u>\$ 3,142,157</u>	<u>\$ (8,820,686)</u>
Debt service as a percentage of noncapital expenditures	<u>27.79%</u>	<u>30.34%</u>	<u>32.98%</u>	<u>30.09%</u>

Fiscal Year					
2019	2018	2017	2016	2015	2014
\$ 42,986,723	\$ 42,031,273	\$ 39,321,719	\$ 36,217,399	\$ 33,673,598	\$ 32,104,020
3,639,598	3,409,845	3,767,618	2,944,668	3,488,304	3,168,852
2,097,710	2,060,660	2,466,287	2,036,920	1,973,878	1,718,717
11,692,557	9,592,755	10,520,178	9,369,539	8,822,759	6,319,039
3,869,490	3,729,125	3,616,796	3,425,790	2,866,405	2,506,560
2,811,011	1,325,964	733,644	622,875	486,074	446,173
4,479,884	8,144,469	1,674,616	3,213,587	2,509,350	3,594,044
<u>71,576,973</u>	<u>70,294,091</u>	<u>62,100,858</u>	<u>57,830,778</u>	<u>53,820,368</u>	<u>49,857,405</u>
18,878,557	16,044,939	14,847,862	13,940,248	13,201,079	12,552,380
322,627	1,247,066	258,736	1,056,275	239,173	273,765
5,810,311	5,603,656	5,358,862	5,066,990	5,014,492	4,936,521
6,420,147	5,622,693	5,126,014	4,809,543	4,790,650	4,760,984
3,292,554	2,201,947	2,657,424	1,729,530	3,483,689	3,143,682
3,359,889	3,354,170	3,140,348	3,150,291	2,882,502	3,107,383
15,642,031	16,366,692	14,749,997	17,780,689	11,431,354	27,893,547
-	-	-	-	4,898,954	-
4,232,543	4,109,176	4,831,029	5,281,862	262,816	4,140,954
198,167	225,587	40,213	240,701	12,732,191	153,690
<u>31,773,802</u>	<u>18,770,389</u>	<u>15,266,473</u>	<u>9,447,942</u>	<u>-</u>	<u>21,175,094</u>
<u>89,930,628</u>	<u>73,546,315</u>	<u>66,276,958</u>	<u>62,504,071</u>	<u>58,936,899</u>	<u>82,138,000</u>
<u>(18,353,655)</u>	<u>(3,252,224)</u>	<u>(4,176,100)</u>	<u>(4,673,293)</u>	<u>(5,116,531)</u>	<u>(32,280,595)</u>
20,145,000	17,970,000	10,925,000	8,645,000	9,950,000	10,374,906
-	-	-	16,152,723	21,411,127	13,755,943
2,649,445	1,596,926	1,114,629	367,457	817,896	1,675,189
-	-	-	1,286,021	2,622,005	-
-	-	-	-	-	902,000
-	-	-	-	-	-
-	-	(12,937,660)	(19,375,000)	(3,371,405)	-
-	-	-	-	-	-
-	-	-	-	-	-
397,596	737,300	-	-	-	-
16,722,351	22,310,966	17,252,270	13,723,327	8,406,302	9,316,212
<u>(14,131,417)</u>	<u>(18,958,795)</u>	<u>(14,509,588)</u>	<u>(10,280,029)</u>	<u>(6,616,135)</u>	<u>(7,759,464)</u>
<u>25,782,975</u>	<u>23,656,397</u>	<u>1,844,651</u>	<u>10,519,498</u>	<u>33,219,790</u>	<u>28,264,786</u>
<u>\$ 7,429,320</u>	<u>\$ 20,404,173</u>	<u>\$ (2,331,449)</u>	<u>\$ 5,846,205</u>	<u>\$ 28,103,259</u>	<u>\$ (4,015,809)</u>
<u>32.52%</u>	<u>36.03%</u>	<u>37.01%</u>	<u>42.97%</u>	<u>33.08%</u>	<u>52.20%</u>

City of Ankeny, Iowa

**Actual Valuation and Taxable Valuation of Property ⁽¹⁾
Last Ten Fiscal Years**

As of January 1:					
	2021	2020	2019	2018	2017
<u>Actual Valuation</u>					
Residential	\$ 6,052,769,889	\$ 5,422,275,106	\$ 5,187,401,475	\$ 4,643,315,539	\$ 4,355,396,968
Agricultural	4,860,545	5,127,760	5,301,176	7,236,710	7,245,711
Commercial	1,001,409,743	944,385,596	885,594,934	779,758,451	783,342,458
Industrial	285,337,524	219,423,440	203,689,801	177,059,755	126,752,190
Multiresidential	151,637,588	127,319,149	123,394,502	113,414,456	102,852,730
Utilities	73,414,127	69,442,959	57,360,368	55,987,309	54,127,524
Gross valuation	7,569,429,416	6,787,974,010	6,462,742,256	5,776,772,220	5,429,717,581
Less: Military exemption	3,594,732	3,686,462	3,717,151	3,722,839	3,712,328
Net valuation	7,565,834,684	6,784,287,548	6,459,025,105	5,773,049,381	5,426,005,253
Incremental value	351,261,236	307,722,996	298,261,068	292,312,551	233,715,204
Actual valuation	\$ 7,917,095,920	\$ 7,092,010,544	\$ 6,757,286,173	\$ 6,065,361,932	\$ 5,659,720,457
Percent change	11.634%	4.954%	11.408%	7.167%	15.232%
As of January 1:					
	2021	2020	2019	2018	2017
<u>Taxable Valuation</u>					
Residential	\$ 3,213,734,605	\$ 3,005,556,981	\$ 2,803,688,688	\$ 2,594,115,461	\$ 2,384,342,061
Agricultural	4,327,878	4,308,873	4,319,549	4,062,120	3,945,202
Commercial	887,043,854	836,968,684	784,577,423	689,692,370	693,683,725
Industrial	250,443,383	192,585,898	178,523,759	154,402,651	111,202,619
Multiresidential	93,462,934	83,621,292	85,845,412	82,885,161	79,780,871
Utilities	35,339,445	33,689,498	29,997,984	32,559,838	32,518,509
Gross valuation	4,484,352,099	4,156,731,226	3,886,952,815	3,557,717,601	3,305,472,987
Less: Military exemption	3,594,732	3,686,462	3,717,151	3,722,839	3,712,328
Net valuation	4,480,757,367	4,153,044,764	3,883,235,664	3,553,994,762	3,301,760,659
Incremental value	351,261,236	307,722,996	298,261,068	292,312,551	233,715,204
Taxable valuation	\$ 4,832,018,603	\$ 4,460,767,760	\$ 4,181,496,732	\$ 3,846,307,313	\$ 3,535,475,863
Percent change	8.323%	6.679%	8.715%	8.792%	13.290%
<u>Total Direct Tax Rate</u>					
City of Ankeny	\$ 9.90000	\$ 9.95000	\$ 10.00000	\$ 10.35000	\$ 10.75000

⁽¹⁾ Polk County Auditor

2016	2015	2014	2013	2012
\$ 3,762,463,077	\$ 3,524,929,091	\$ 3,143,399,870	\$ 2,957,297,493	\$ 2,828,507,923
7,645,992	7,501,145	7,991,103	8,009,031	7,003,860
667,635,645	638,026,642	640,139,856	598,886,422	586,870,942
102,107,113	93,752,457	80,820,176	64,940,300	52,356,270
66,138,114	77,362,115	-	-	-
54,474,394	54,150,493	51,745,066	47,507,750	52,762,672
4,660,464,335	4,395,721,943	3,924,096,071	3,676,640,996	3,527,501,667
3,755,150	3,692,325	3,678,437	3,599,921	3,568,989
4,656,709,185	4,392,029,618	3,920,417,634	3,673,041,075	3,523,932,678
254,893,568	229,889,792	225,980,667	204,109,023	183,259,525
\$ 4,911,602,753	\$ 4,621,919,410	\$ 4,146,398,301	\$ 3,877,150,098	\$ 3,707,192,203
6.268%	11.468%	6.944%	4.585%	1.747%

2016	2015	2014	2013	2012
\$ 2,102,980,864	\$ 1,926,692,186	\$ 1,719,460,033	\$ 1,578,721,857	\$ 1,466,503,337
3,631,793	3,458,535	3,572,187	3,475,843	4,197,806
588,062,134	562,290,556	563,273,438	562,981,878	586,870,942
88,866,590	81,810,752	70,326,907	60,743,363	52,356,270
53,661,602	65,612,909	-	-	-
32,395,228	35,163,451	36,497,213	38,673,135	37,092,421
2,869,598,211	2,675,028,389	2,393,129,778	2,244,596,076	2,147,020,776
3,755,150	3,692,325	3,678,437	3,599,921	3,568,989
2,865,843,061	2,671,336,064	2,389,451,341	2,240,996,155	2,143,451,787
254,893,568	229,889,792	225,980,667	204,109,023	183,259,525
\$ 3,120,736,629	\$ 2,901,225,856	\$ 2,615,432,008	\$ 2,445,105,178	\$ 2,326,711,312
7.566%	10.927%	6.966%	5.088%	3.923%

\$ 11.65000	\$ 11.75000	\$ 11.85000	\$ 11.90000	\$ 12.02746
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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:					
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
2022	6.05000	0.15000	3.20000	0.55000	9.95000
2023	6.15330	0.14670	3.05000	0.55000	9.90000
Saydel Community School District:					
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
2022	6.05000	0.15000	3.20000	0.55000	9.95000
2023	6.15330	0.14670	3.05000	0.55000	9.90000
North Polk Community School District:					
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
2022	6.05000	0.15000	3.20000	0.55000	9.95000
2023	6.15330	0.14670	3.05000	0.55000	9.90000

⁽¹⁾ Polk County Auditor

School District	County and Assessor	Overlapping Rates			Total Direct and Overlapping Rates
		Regional Transit	Community College	State	
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
17.31652	9.93801	0.65206	0.67789	0.00260	38.53708
17.05078	9.60691	0.63567	0.69448	0.00240	37.89024
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
12.89000	9.93801	0.65206	0.67789	0.00260	34.11056
12.89000	9.60691	0.63567	0.69448	0.00240	33.72946
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
18.58960	9.93801	0.65206	0.67789	0.00260	39.81016
18.74720	9.60691	0.63567	0.69448	0.00240	39.58666

City of Ankeny, Iowa
Principal Property Taxpayers ⁽¹⁾
Current Year and Nine Years Ago

		Fiscal Year 2023			Fiscal Year 2014		
Taxpayer	Type of Business	January 1, 2021	Rank	Percent of	January 1, 2012	Rank	Percent of
		Taxable Valuation		Total Taxable Value	Taxable Valuation		Total Taxable Value
Deere & Company	Farm & construction equipment	\$ 67,161,690	1	1.39%	\$ 23,544,000	3	1.01%
DRA Properties, LC	Real estate development	53,208,267	2	1.10%			
Perishable Distributors of Iowa	Food distribution	47,020,494	3	0.97%	16,831,619	7	0.72%
Mid-American Energy	Utility	32,257,243	4	0.67%	29,079,129	2	1.25%
The Industrial Fund Ankeny	Commercial	31,637,700	5	0.65%			
DLE Seven LLC	Real estate development	31,426,266	6	0.65%	17,519,151	6	0.75%
Casey's Retail Company ⁽²⁾	Convenience stores	31,108,500	7	0.64%	33,500,300	1	1.44%
Harvester Land Holdings LC	Multiresidential	30,457,278	8	0.63%			
Denny Elwell Family LC	Real estate development	26,435,617	9	0.55%	22,838,673	4	0.98%
Woodland Reserve Apartments	Multiresidential	24,723,210	10	0.51%			
B & G Foods, Inc ⁽³⁾	Spice distribution				19,500,000	5	0.84%
Ankeny North MOB, LLC ⁽⁴⁾	Real estate development				15,530,000	8	0.67%
Karl Chevrolet	Automobile sales				14,930,000	9	0.64%
Wal-Mart	Retail				14,830,000	10	0.64%
		<u>\$ 375,436,265</u>		<u>7.77%</u>	<u>\$ 208,102,872</u>		<u>8.94%</u>

⁽¹⁾ Polk County Assessor

⁽²⁾ Formerly Casey's General Stores

⁽³⁾ Formerly ACH Food Companies, Inc. and Tone Brothers

⁽⁴⁾ 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
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%
2022	50,967,204	50,783,328	99.64%	(29,178)	50,754,150	99.58%
2023	54,981,817	54,864,943	99.79%	49	54,864,992	99.79%

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	Lease	Subscription	Capital Loan	General Obligation	General Capital	Capital Loan	Revenue	Lease			
	Bonds	Agreements ⁽²⁾	Agreements ⁽³⁾	Notes	Bonds	Loan Notes	Notes	Bonds	Agreements ⁽²⁾			
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
2022	100,537,768	-	21,176	12,457,530	10,890,411	-	2,747,000	13,983,373	14,235	140,651,493	316.23%	2,072
2023	96,552,649	735,799	33,208	10,746,275	9,556,804	-	5,130,761	12,859,486	-	135,614,982	288.84%	1,998

⁽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⁾
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
2022	7,092,010,544	123,885,709	1,854,100	122,031,609	1.72%	1,798
2023	7,917,095,920	117,624,735	1,908,581	115,716,154	1.46%	1,705

⁽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, 2023

	General Obligation Debt June 30, 2023	Percent Applicable to City	Direct and Overlapping General Obligation Debt	Underlying General Obligation Debt
Polk County	\$ 184,620,000	15.40%	\$ 28,431,480	\$ 156,188,520
Ankeny Community School District	41,065,000	91.87%	37,726,416	3,338,584
North Polk Community School District	25,315,000	7.10%	1,797,365	23,517,635
Saydel Community School District	20,340,000	14.17%	2,882,178	17,457,822
Des Moines Area Community College	86,510,000	8.10%	7,007,310	79,502,690
Subtotal overlapping debt	<u>\$ 357,850,000</u>		<u>\$ 77,844,749</u>	<u>\$ 280,005,251</u>
City of Ankeny	<u>108,067,931</u>	100.00%	<u>108,067,931</u>	<u>-</u>
Total direct and overlapping debt	<u><u>\$ 465,917,931</u></u>		<u><u>\$ 185,912,680</u></u>	<u><u>\$ 280,005,251</u></u>

Source: Bond Official Statement April 2022

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							Fiscal Year		
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actual property valuation ⁽¹⁾	\$ 7,917,095,920	\$ 7,092,010,544	\$ 6,757,286,173	\$ 6,065,361,932	\$ 5,659,720,457	\$ 4,911,602,753	\$ 4,621,919,410	\$ 4,146,398,301	\$ 3,877,150,098	\$ 3,707,192,203
Debt limit - 5% of assessed valuation	395,854,796	354,600,527	337,864,309	303,268,097	282,986,023	245,580,138	231,095,971	207,319,915	193,857,505	185,359,610
Amount of debt applicable to limit:										
General obligation bonds	94,660,000	98,690,000	98,920,000	117,948,335	123,747,023	117,460,544	117,460,544	116,726,918	133,592,370	146,901,391
Bond anticipation notes	-	-	-	-	-	-	-	-	-	-
Capital loan notes	9,790,000	11,310,000	12,725,000	15,570,040	16,971,295	18,272,550	18,272,550	21,116,552	23,790,553	99,864
Total debt applicable to limit	104,450,000	110,000,000	111,645,000	133,518,375	140,718,318	135,733,094	135,733,094	137,843,470	157,382,923	147,001,255
Legal debt margin	<u>\$ 291,404,796</u>	<u>\$ 244,600,527</u>	<u>\$ 226,219,309</u>	<u>\$ 169,749,722</u>	<u>\$ 142,267,705</u>	<u>\$ 109,847,044</u>	<u>\$ 95,362,877</u>	<u>\$ 69,476,445</u>	<u>\$ 36,474,582</u>	<u>\$ 38,358,355</u>
Percent of debt limit	73.61%	68.98%	66.96%	55.97%	50.27%	44.73%	41.27%	33.51%	18.82%	20.69%

⁽¹⁾ Polk County Auditor

City of Ankeny, Iowa
Revenue Bond Coverage
Last Ten Fiscal Years

Water Fund

Fiscal Year	Gross Revenues	Operating Expenses ⁽¹⁾	Net Revenue Available For Debt Service	Annual Debt Service Requirements ⁽²⁾			Coverage
				Principal	Interest	Total	
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
2022	18,003,262	11,621,805	6,381,457	1,783,000	651,029	2,434,029	2.6218
2023	20,336,984	12,879,938	7,457,046	1,085,000	498,379	1,583,379	4.7096

Sewer Fund

Fiscal Year	Gross Revenues	Operating Expenses ⁽¹⁾	Net Revenue Available For Debt Service	Annual Debt Service Requirements ⁽²⁾			Coverage
				Principal	Interest	Total	
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
2022	17,609,216	8,743,508	8,865,708	580,000	120,288	700,288	12.6601
2023	17,002,880	12,426,393	4,576,487	-	-	-	-

⁽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
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	67,887	4.4%	41,112,908	58,076	5,377	1025.10	22	65,497,340	1,168	297,765,158
2021	67,887	3.3%	44,466,630	61,833	5,642	1144.50	28	116,246,592	956	267,199,991
2022	67,887	2.1%	46,951,654	64,401	6,007	1265.27	34	172,457,117	818	283,937,889

⁽¹⁾ U.S. Census Bureau

⁽²⁾ Iowa Workforce Development

⁽³⁾ U.S. Bureau of Economic Analysis, Des Moines-West Des Moines, IA Metropolitan Statistical Area

⁽⁴⁾ Iowa Department of Revenue, fiscal year ending March 31

⁽⁵⁾ City of Ankeny Community Development Department

City of Ankeny, Iowa
Principal Employers ⁽¹⁾
Current Year and Nine Years Ago

Employer ⁽²⁾	Type of Business	Fiscal Year 2023			Fiscal Year 2014		
		Approximate Number of Employees	Rank	Percent of Total City Employment	Approximate Number of Employees	Rank	Percent of Total City Employment
Ankeny Community Schools	Education	2,472	1	6.00%	1,255	3	3.17%
John Deere Des Moines Works	Farm equipment	1,770	2	4.30%	1,952	1	4.93%
Casey's General Stores	Corporate headquarters/distribution	1,112	3	2.70%	1,478	2	3.73%
Baker Group	Mechanical/electrical contractor	981	4	2.38%			
City of Ankeny	Municipal government	805	5	1.95%	653	5	1.65%
Perishable Distributors of Iowa	Wholesale meat/bakery distributor	798	6	1.94%	562	6	1.42%
Des Moines Area Community College ⁽³⁾	Higher education	618	7	1.50%	1,114	4	2.81%
Mom's Meals ⁽⁴⁾	Wholesale distribution	512	8	1.24%			
Hy-Vee	Prepared food production	424	9	1.03%			
Amazon	Retail distribution	385	10	0.93%			
B & G Foods, Inc ⁽⁵⁾	Spice distribution				478	7	1.21%
SYSCO Food Services of Iowa, Inc.	Wholesale distribution				243	8	0.61%
Accumold	Plastic Micro-molding				168	9	0.42%
Praxair	Industrial gases/welding equipment				155	10	0.39%
Total		<u>9,877</u>		<u>23.97%</u>	<u>8,058</u>		<u>20.35%</u>

⁽¹⁾ City of Ankeny Economic Development Department

⁽²⁾ Does not include retail employers

⁽³⁾ Does not include student employees and adjunct faculty

⁽⁴⁾ Purfoods dba Mom's Meals

⁽⁵⁾ 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									
	2023	2022	2021	2020	2019	2018	2017	2016 (1)	2015	2014
Public Safety:										
Police:										
Police Administration	8.40	8.40	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Operations	56.00	55.00	60.00	59.00	56.00	51.00	52.00	47.00	47.00	46.00
Police Support Services	21.00	20.00	19.40	17.40	16.40	18.40	15.40	15.40	15.50	15.50
Fire:										
Fire Administration	5.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00	3.00
Fire Suppression	22.00	22.00	22.00	22.00	22.00	16.00	7.00	7.00	1.00	1.00
Emergency Medical Services	49.50	44.50	44.50	41.00	35.00	26.00	32.25	29.25	23.50	23.00
Code Enforcement	16.06	16.06	15.06	13.50	13.50	13.00	11.00	9.00	9.00	9.00
Total Public Safety	177.96	170.96	166.96	158.90	148.90	130.40	123.65	113.65	101.00	99.50
Health and social services:										
Public Relations	-	-	-	-	-	-	-	-	-	-
Culture and Recreation:										
Library	22.86	22.86	22.86	20.52	17.50	17.50	17.50	17.50	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	2.00	2.00
Park Maintenance	11.00	11.00	10.00	10.00	9.00	9.00	8.50	8.50	6.00	6.00
Recreation Programs	2.50	3.50	3.50	2.50	2.50	2.50	2.50	2.50	2.50	3.00
Community Centers	2.81	1.81	-	-	-	-	-	-	-	-
Aquatic Centers	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50	0.50	-
Hawkeye Park Sports Complex	8.66	8.33	8.33	7.33	7.33	7.33	7.33	6.66	2.00	2.00
Total Culture and Recreation	50.83	50.50	47.69	43.35	39.33	39.33	38.33	37.66	19.00	19.00
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	6.00	6.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Public Works Engineering	11.81	10.81	9.81	10.00	10.00	7.00	7.00	6.47	6.34	6.34
Public Works Operations	16.50	15.50	14.50	14.00	13.00	13.00	13.00	12.00	12.00	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	39.31	37.31	35.31	32.00	31.00	28.00	28.00	26.47	26.34	25.34
Community and Economic Development:										
Development Engineering	7.25	7.25	7.50	5.25	4.25	4.25	3.25	3.25	3.00	3.00
Planning & Building	-	-	-	7.00	7.00	7.00	6.00	6.00	6.00	5.00
Community Development	9.00	9.00	9.00	-	-	-	-	-	1.00	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:	18.25	18.25	18.50	14.25	13.25	13.25	11.25	11.25	12.00	12.00
General Government:										
Communications	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Human Resources	3.00	3.00	3.00	3.00	3.00	2.00	2.00	2.00	2.00	2.00
City Manager	5.38	4.38	4.00	3.00	4.00	4.00	3.00	3.00	3.00	3.00
City Clerk	4.00	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.50	4.50
Finance	4.63	5.00	5.00	5.00	3.50	2.50	3.50	3.50	3.50	3.50
Information Technology	6.00	6.00	6.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00
Total General Government	25.01	24.98	24.60	22.60	22.10	19.10	19.10	19.10	19.00	19.00
Water										
Water Administration	3.32	3.32	3.32	3.07	3.07	2.50	3.00	2.83	2.83	2.83
Water Maintenance	11.83	11.83	11.83	10.00	10.00	10.00	9.00	9.00	8.00	8.00
Total Water	15.15	15.15	15.15	13.07	13.07	12.50	12.00	11.83	10.83	10.83
Sewer:										
Sewer Administration	3.31	3.31	3.31	3.06	3.06	4.83	5.13	5.14	5.83	5.83
Sewer Maintenance	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Total Sewer	12.31	12.31	12.31	12.06	12.06	13.83	14.13	14.14	14.83	14.83
Storm water:										
Stormwater Administration	5.00	4.00	3.75	2.75	2.75	2.75	2.75	2.45	1.50	1.50
Otter Creek Golf Course:										
Golf Course Maintenance	6.32	6.32	6.08	6.08	5.83	5.83	5.50	5.50	2.00	2.00
Golf Course Pro Shop	1.00	1.00	1.00	1.00	1.00	1.00	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	8.32	8.32	8.08	8.08	7.83	7.83	8.50	8.50	5.00	5.00
Total	352.14	341.78	332.35	307.06	290.29	266.99	257.71	245.05	209.50	207.00

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	CY2022 FY2023	CY2021 FY2022	CY2020 FY2021	CY2019 FY2020	CY2018 FY2019	CY2017 FY2018	CY2016 FY2017	CY2015 FY2016	CY2014 FY2015	CY2013 FY2014
Public safety:										
Police:										
UCR reportable crimes ⁽²⁾	920	811	938	1,180	1,118	961	884	790	740	740
Calls for service ⁽²⁾	43,811	40,955	38,465	44,346	42,130	38,568	35,620	39,091	38,248	36,591
Miles logged by patrol annually ⁽²⁾	503,431	415,005	366,692	377,474	362,243	343,090	352,986	399,082	394,946	365,434
Traffic accidents per 1,000 population ⁽²⁾	24.67	22.76	18.73	27.22	25.99	23.41	23.13	27.13	23.98	24.27
Total training hours, including academy-Operations ⁽²⁾	18,871	17,437	10,151	15,918	12,385	9,689	4,523	6,852	5,536	2,836
Fire:										
Fire calls ⁽²⁾	1,953	1,779	1,557	1,379	1,302	1,029	1,117	963	964	760
Ambulance calls ⁽²⁾	5,385	5,339	4,307	4,431	3,882	3,398	3,137	2,833	2,670	2,538
Training hours ⁽²⁾	12,900	11,000	10,000	16,000	16,000	14,000	13,500	13,248	11,154	7,686
Fire inspections performed ⁽²⁾	884	1,114	640	429	624	386	381	307	282	273
Code Enforcement:										
Building permits issued ⁽²⁾	2,639	2,959	3,383	2,954	2,190	2,383	2,858	2,398	2,228	2,082
Code enforcement cases ⁽²⁾	971	1,448	1,216	791	1,746	1,789	1,397	1,063	752	711
Health and social services:										
Special Populations:										
Number of special population events	20	20	18	13	22	22	22	24	24	28
Number of event participants	8,020	6,501	6,192	800	7,561	7,198	2,093	2,102	1,865	1,850
Culture and recreation:										
Library:										
Circulation ⁽¹⁾	564,536	577,123	514,425	528,937	616,863	607,082	586,189	583,280	585,226	577,795
Number of library visitors ⁽¹⁾	348,553	304,289	201,589	203,926	264,782	270,193	269,171	268,088	268,725	268,631
Number of special programs/events ⁽¹⁾	958	897	169	588	1,174	1,149	1,149	1,150	1,123	934
Program attendance ⁽¹⁾	33,102	19,771	19,598	12,559	34,914	36,375	36,486	38,365	36,152	33,719
Parks and Recreation:										
Recreation program and event participants ⁽²⁾	34,625	33,617	30,784	16,757	35,697	34,998	29,558	29,807	25,781	25,823
Community center rentals ⁽²⁾	357	368	250	178	458	459	459	477	477	431
Aquatic center attendance (88 day season) ⁽²⁾	157,253	156,893	18,404	155,079	152,106	147,888	140,000	144,629	131,990	140,284
Sports complex events (224 days season) ⁽²⁾	14,761	11,916	13,917	6,522	13,780	13,510	14,490	11,194	11,183	11,186
Community and economic development:										
Community Development:										
Additional acres platted ⁽²⁾	253	635	463	842	437	570	628	734	640	482
Economic Development										
Number of development agreements executed ⁽¹⁾	1	1	6	1	4	5	4	4	3	3
Business retention visits ⁽¹⁾	27	30	30	40	20	30	40	60	50	15
General government:										
Communications										
Number of social media followers	53,752	49,423	43,243	39,117	34,258	28,642	25,152	21,232	13,324	8,903
Number of individual users of the Ankeny website	445,546	486,178	389,062	349,971	380,777	315,737	287,757	271,258	244,184	249,686
Human resources:										
Number of W-2's issued ⁽²⁾	805	738	638	797	786	734	719	673	669	653
Number of paychecks issued ⁽²⁾	12,563	12,304	10,314	12,305	11,725	11,248	11,222	11,035	10,782	10,351
Number of employment applications received ⁽²⁾	2,032	3,215	2,105	5,249	2,956	2,735	2,116	1,947	1,798	1,745
City Clerk's Office										
Number of meeting agendas/minutes prepared ⁽²⁾	56	54	41	53	39	51	53	55	57	79
Number of resolutions processed ⁽²⁾	626	560	529	564	544	515	479	576	524	432
Number of open records requests completed ⁽²⁾	157	144	71	67	58	NA	NA	NA	NA	NA
Number of license/permit applications received ⁽²⁾	3,667	4,728	2,683	2,715	2,552	2,415	2,246	3,223	2,428	2,222
Finance Office										
Number of accounts payable claims ⁽²⁾	30,182	18,459	28,130	16,350	18,690	18,457	17,871	18,247	17,406	16,429
Average number of utility billing accounts ⁽¹⁾	28,338	27,012	25,514	24,069	23,157	22,199	21,118	20,144	19,002	18,188
Road Use Tax:										
Planned value of CIP (in millions)	46.12	38.89	39.21	42.95	29.40	27.61	16.80	14.85	15.72	40.15
Water:										
Avg daily water consumption-millions of gallons ⁽¹⁾	6.93	6.47	6.62	5.84	5.57	5.78	5.06	4.63	4.28	4.86
Number of service work orders ⁽¹⁾	8,688	9,284	9,223	7,574	7,203	7,439	6,789	6,614	6,801	5,932
Number of system repairs ⁽¹⁾	98	80	108	88	112	102	58	52	54	56
Number of water main breaks ⁽¹⁾	16	23	29	21	19	33	10	16	10	52
Number of fire hydrants flushed ⁽¹⁾	1,728	2,231	2,063	2,017	1,647	500	1,100	1,467	1,049	733
Sewer:										
Avg daily sewer treatment-MGD ⁽¹⁾	7.749	7.772	7.560	7.654	8.840	6.456	7.161	7.517	7.229	5.455
Number of service work orders ⁽¹⁾	22	23	21	33	82	45	11	28	49	69
Miles of sanitary sewer cleaned ⁽¹⁾	55.0	66.2	69.5	54.5	42.2	40.6	28.7	32.8	32.1	24.7
Miles of sanitary sewer televised ⁽¹⁾	46.3	24.5	42.6	45.0	26.3	36.8	23.0	31.4	31.7	15.2
Storm Water:										
Number of public education programs ⁽¹⁾	23	7	11	7	8	8	8	8	8	8
Tons of debris cleared ⁽¹⁾	349	428	438	477	362	376	345	506	495	410
Number of storm sewer intakes cleared ⁽¹⁾	360	567	1,770	1,980	783	537	360	130	145	111
Number of COSESCO permits inspected ⁽¹⁾	759	746	1,055	141	214	272	255	267	258	235
Otter Creek Golf Course:										
Number of rounds played ⁽²⁾	33,148	33,629	20,833	26,330	26,544	29,155	29,798	28,790	28,228	28,910
Number of days open ⁽²⁾	233	244	212	245	245	245	232	220	202	221
Risk Management:										
Number of risk management claims handled ⁽²⁾	45	32	42	33	42	19	20	20	22	41
Days off due to work comp injuries ⁽²⁾	266	1	20	115	240	73	61	120	63	73
Health Insurance:										
Number of employees in the health plan ⁽¹⁾	292	273	274	265	254	217	212	213	212	203
Total amount of claims paid (in millions) ⁽¹⁾	\$ 4.68	\$ 4.19	\$ 3.39	\$ 3.11	\$ 3.02	\$ 2.77	\$ 2.40	\$ 2.53	\$ 2.45	\$ 2.35

⁽¹⁾ Fiscal Year

⁽²⁾ Previous Calendar Year

Source: City Records

City of Ankeny, Iowa
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Public safety:										
Police:										
Sworn officers per 1,000 population	0.99	0.99	0.91	0.94	0.97	0.95	0.93	1.00	1.01	1.02
Number of police stations	1	1	1	1	1	1	1	1	1	1
Fire:										
Number of fire stations	3	3	3	3	3	2	2	2	2	2
Number of outdoor warning sirens	22	24	23	23	23	23	23	23	23	19
Culture and recreation:										
Library:										
Number of branches	1	1	1	1	1	1	1	1	1	1
Items in the collection	290,851	278,336	224,009	215,319	191,886	182,410	145,086	135,206	132,297	126,366
Parks and Recreation:										
Park acres developed	1,052	1,046	1,038	1,038	827	827	819	813	813	787
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	591	586	564	564	555	543	540	524	479	472
Number of cul-de-sacs	397	392	389	389	379	369	365	361	345	328
Number of traffic signals	82	79	74	71	73	72	71	70	60	59
Number of street lights	7,378	7,185	6,837	6,577	6,523	6,238	5,986	5,733	5,479	5,174
General government:										
Data Processing										
Number of personal computers	583	519	530	445	438	413	385	362	349	349
Number of printers	117	112	116	131	131	138	120	123	123	88
Number of VoIP phone sets	278	276	255	249	245	243	290	298	296	296
Water:										
Miles of water main	354	343	339	338	329	319	308	296.00	283	278
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	5,293	4,984	5,133	4,961	4,801	4,604	4,435	4,134	3,975	3,888
Number of fire hydrants	5,040	4,617	4,799	4,678	4,522	4,372	4,227	4,012	3,833	3,698
Sewer:										
Miles of sanitary sewer	309	303	294	286	280	269	263	254	243	247
Number of sanitary sewer manholes	6,886	6,713	6,556	6,395	6,210	5,985	5,860	5,612	5,361	5,173
Storm Water:										
Miles of storm sewer	314	313	310	297	295	286	277	261.00	251	240.00
# of storm sewer intakes, manholes & outlets	15,450	15,150	14,680	14,488	14,150	13,685	13,143	12,213	11,283	10,856
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, 2023

Insurance Company	Policy Number	Type of Coverage	Liability Limits	Deductible	Policy Expiration
Iowa Communities Assurance Pool					7/15/2023
	408	Liability:			
		Automobile Liability	\$15,000,000	\$0	
		Covered Pollution Cost or Expense for Automobiles	\$15,000,000	\$0	
		Underinsured/Uninsured Motorist	\$500,000/\$500,000	\$0	person/occurrence
		Legal Liability/3rd Party	\$15,000,000	\$25,000	
		Appeal, Bail, Property Release Bonds	Unlimited	\$0	
		Broad Legal Defense Fund	\$25,000/\$25,000	\$0	each/aggregate
		Claim and Defense Expenses	Unlimited	\$0	
		Cyber Breach Notification	\$2,000,000	\$0	per occurrence
		Cyber Liability	\$15,000,000	\$25,000	
		Good Samaritan	\$15,000,000	\$0	
		Medical Expenses - Other than Automobiles	\$10,000	\$0	
		Medical Malpractice	\$15,000,000	\$25,000	
		Member Expenses	\$10,000	\$0	
		Moral Obligation to Pay	\$5,000/\$10,000	\$0	each/aggregate
		Non-Monetary Relief Defense Expense	\$500,000	\$0	
		Post-Judgement/Pre-Judgment Interest	Unlimited	\$0	
		Stop Gap	\$15,000,000	\$25,000	
		Public Officials Wrongful Acts	\$15,000,000	\$2,500	
		Employment Expense	\$15,000,000	\$0	
		Employee Benefit	\$1,000,000	\$1,000	
		Employment Practices Wrongful Acts	\$15,000,000	\$2,500	
		Law Enforcement Liability	\$15,000,000	\$5,000	per claim
		Pollution Liability:			
		Fire Department and Fire Department Training	\$500,000	\$0	
		Pesticides	\$10,000,000	\$0	
		Anti-Skid Materials Storage & Application	\$15,000,000	\$25,000	
		Chlorine	\$15,000,000	\$25,000	
		Fungi or Bacteria Injury or Cleanup	\$25,000/\$50,000	\$0	occurrence/aggregate
		Sewer Back-Up	\$1,000,000/\$1,000,000	\$25,000	each/aggregate
		Water Treatment Plants - Clean Up	\$50,000/\$50,000	\$0	occurrence/aggregate
		Water Treatment Plants - Third Party Liability	\$50,000/\$50,000	\$0	occurrence/aggregate
		Liquor Liability	\$10,000,000	\$0	
		Property:			
		Buildings	\$148,599,472	80% coinsurance	
		Personal Property	\$9,204,497	80% coinsurance	
		Fine Arts	\$80,500		
		Miscellaneous Property - Scheduled	\$4,928,498	\$25,000	
		Miscellaneous Property - Unscheduled	\$1,514,899		
		Vehicles	\$12,941,257	\$25,000	
Travelers Casualty and Surety Company of America					7/16/2023
	106566801	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	7/1/2023
Wellmark BCBS of Iowa					
	038	Employee Health Insurance (per member)	Unlimited	\$100,000	6/30/2023
		Minimum Aggregate Deductible		\$5,301,449	

⁽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, 2023

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 (*Government Auditing Standards*), 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, 2023, 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, 2023.

Report on 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 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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on 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, 2023 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.

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 cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa
December 15, 2023



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

Opinion on the Major Federal Program

We have audited the City of Ankeny, Iowa's (City) compliance with the types of compliance requirements identified as subject to audit 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, 2023. 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.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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 "Eric Sully LLP".

Dubuque, Iowa
December 15, 2023

City of Ankeny, Iowa
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
U.S. Department of Justice				
Direct programs				
Bulletproof Vest Partnership Program	16.607		\$ 495	\$ -
Bulletproof Vest Partnership Program	16.607		6,800	-
Bulletproof Vest Partnership Program	16.607		<u>2,507</u>	<u>-</u>
Total Bulletproof Vest Partnership Program			<u>9,802</u>	<u>-</u>
U.S. Department of Transportation				
Pass-through program from				
Iowa Department of Transportation				
Highway Safety Cluster				
State and Community Highway Safety	20.600	22-402 MOPT Task 03-00-00	14,286	-
State and Community Highway Safety	20.600	23-402-MOPT Task 03-00-00	<u>50,380</u>	<u>-</u>
Total State and Community Highway Safety			<u>64,666</u>	<u>-</u>
National Priority Safety Programs	20.616	22-402-MOPT Task 03-00-00	2,086	-
National Priority Safety Programs	20.616	23-405d-M6OT Task 00-03-00	<u>7,391</u>	<u>-</u>
Total National Priority Safety Programs			<u>9,477</u>	<u>-</u>
Total Highway Safety Cluster			<u>74,143</u>	<u>-</u>
U.S. Department of Treasury				
Direct program				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027		<u>3,549,698</u>	<u>-</u>
Total Federal Awards Expended			<u>\$ 3,633,643</u>	<u>\$ -</u>

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, 2023. 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 - Summary of 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	No
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</u>
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027
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

There were no findings to report.

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

- 2023-IA-A Certified Budget** – Disbursements during the year ended June 30, 2023 did not exceed the amounts budgeted.
- 2023-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.
- 2023-IA-C Travel Expense** – No expenditures of City money for travel expenses of spouses of City officials or employees were noted.
- 2023-IA-D Business Transactions** – No business transactions between the City and City officials or employees were noted.
- 2023-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.
- 2023-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.
- 2023-IA-G Council Minutes** – No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2023-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.
- 2023-IA-I Revenue Bonds and Notes** – No instances of noncompliance with the revenue bond and note resolutions were noted.
- 2023-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, 2022.
- 2023-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.



Ankeny City Hall • 410 West First Street • Ankeny, Iowa 50023
515.965.6400 • www.ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Dean Snyder Construction in the amount of \$47,941.16 for the replacement construction of a pedestrian bridge at Cascade Falls Aquatic Center.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Dean Snyder Construction for the Cascade Falls Aquatic Center Bridge replacement project.

The pedestrian bridge that runs across the lazy river at the Cascade Falls Aquatic Center needs to be replaced due to structural concerns. Ankeny City Council approved the replacement of the pedestrian bridge at the Cascade Falls Aquatic Center as part of the FY2024 budget.

Request for bids were sent out to contractors who specialized in this type of construction. Results of the

proposals from the contractors are as follows:

- | | |
|------------------------------------|-------------|
| • Dean Snyder Construction | \$47,941.16 |
| • Sande Construction | \$48,059.00 |
| • Harold Pike Construction Company | \$65,000.00 |

Staff's estimated replacement cost was \$67,600.

The Parks & Recreation Department recommends awarding the Cascade Falls Aquatic Center bridge replacement project in the amount of \$47,941.16 to Dean Snyder Construction of Ankeny, Iowa.

Pending Council approval, the contractor may begin work as soon as a pre-construction meeting is held, in order to complete the project by May 1, 2024.

FISCAL IMPACT: No

This project is included in the City's current FY24 budget with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve a motion to adopt a Resolution accepting a proposal from Dean Snyder Construction in the amount of \$47,941.16 for the Cascade Falls Aquatic Center bridge replacement project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Dean Snyder Construciton Proposal](#)

 [Location Map](#)

RESOLUTION NO. 2024-_____

A RESOLUTION ACCEPTING A PROPOSAL FROM DEAN SNYDER CONSTRUCTION IN THE AMOUNT OF \$47,941.16 FOR THE REPLACEMENT CONSTRUCTION OF A PEDESTRIAN BRIDGE AT THE CASCADE FALLS AQUATIC CENTER.

WHEREAS, the pedestrian bridge that runs across the lazy river at the Cascade Falls Aquatic Center needs to be replaced due to structural concerns, and;

WHEREAS, the Ankeny City Council approved the replacement of the pedestrian bridge at the Cascade Falls Aquatic Center as part of the FY2024 budget, and;

WHEREAS, request for bids were sent out to three contractors who specialized in this type of construction, and;

WHEREAS, the results of the proposals from the contractors are as follows:

- | | |
|------------------------------------|-------------|
| • Dean Snyder Construction | \$47,941.16 |
| • Sande Construction | \$48,059.00 |
| • Harold Pike Construction Company | \$65,000.00 |

Staff's estimated replacement cost was \$67,600.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Dean Snyder Construction in the amount of \$47,941.16 be accepted.

DATED this 2nd day of January, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



913 N 14th St, Clear Lake, IA 50428
5151 SE Rio Ct, Ankeny, IA 50021
8720 S. 114th St, Ste. 80, La Vista, NE 68128
www.deansnyder.com

City of Ankeny
Prairie Trail Aquatic Center Pedestrian Bridge
ATTN: Casy Ungs
12/15/2023

Demolish the existing pedestrian bridge that spans across the Lazy River, replace bridge with similar design and materials.

The following is a detailed scope of work:

Division 1 - General Conditions to Include:

- Project Management – Project Supervision
- Aerial Equipment Rental
- Fork Truck Rental
- Temporary Toilet
- Dumpster

Division 2 – Existing Conditions to Include:

- Demolish Wood Bridge
- Save Existing Support Posts (8) for Reuse
- Remove Existing ADA Handrail for Reuse

Division 6 – Rough & Finish Carpentry to Include:

- Pressure Treated Wood Framing
- Composite Decking
- Pressure Treated Wood Railing 42”
- Cedar Trim on Posts

Division 10 – Specialties to Include:

- Install Owner Provided ADA Railing

**Cost Breakdown:**

Division 1 – General Conditions	\$9,100.00
Division 2 – Existing Conditions	\$3,800.00
Division 6 - Carpentry	\$23,918.00
Division 10 - Specialties	\$410.00
Subtotal	\$37,228.00
Overhead & Profit	\$5,956.00
Total	\$43,184.00

Exclusions:

- Overtime or night work. All work is to be done during normal working hours. M-F 7AM-5PM
- Performance/Maintenance Bond
- Builders Risk Insurance
- Abatement, lead or hazardous material removal
- Winter conditions
- Temp utilities fees (electricity, water, etc.)
- Building permit
- Special Inspections/Testing
- Client enforced liquidated damages
- Concrete replacement or repair
- New Footings/Support Posts

Risks and Assumptions:

- Soil bearing pressure capable of 2500psf or greater
- Site utilities are adequate for new work
- Payment terms net 30 days or less
- 5% retainage or less
- Tax Exempt
- Contractor to provide a 1-year workmanship warranty

Alternates:

- Provide Aluminum Railing – \$4,926.54
- Paint or Stain the Bridge Structure Excluding any Composite Materials (Decking) - \$4757.16



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 the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

DEAN SNYDER CONSTRUCTION COMPANY

Dean Snyder Construction

Date

**** This proposal is valid for 7 days from the date indicated on the front page of this document and is subject to change thereafter due to current market volatility on materials, parts, and supplies.**

Due to current supply chain volatility, this proposal is subject to: 1) changes in the cost of goods and materials based on their cost at the time of shipment, 2) delays due to delayed shipment of such goods and materials, and 3) the unavailability of specific goods and materials. This provision supersedes all other terms in this proposal. **

ACCEPTANCE OF PROPOSAL

City of Ankeny

Date

city of
Ankeny
bringing it all together





ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

Become the Employer of Choice

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve Employer Agreement for Army CSP Individual Internship/Approved DoD SkillBridge Program and authorize the Police Chief to execute said agreement.

EXECUTIVE SUMMARY:

A police officer candidate contacted the City about the opportunity for an unpaid internship with the Ankeny Police Department in collaboration with the Department of Defense SkillBridge Program. The program allows current armed service members the ability to learn about job responsibilities, new skills and practices specific to their career interests, in this case law enforcement. As a part of the program, the intern will not be allowed to carry a gun or placed in life threatening situations.

The proposed internship would begin April 29, 2024 and last approximately 12 weeks. Following the internship, the soldier would return to activity duty for several weeks to complete their service and be discharged.

The candidate has been offered full-time employment as a police officer with the Ankeny Police Department and is expected to begin in August 2024.

FISCAL IMPACT: **No**

The agreement requires that the intern shall not receive compensation of any kind from the employer.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of Employer Agreement for Army CSP Individual Internship/Approved DoD SkillBridge Program and authorize the Police Chief to execute said agreement. It should be noted based on the hold harmless agreement the City accepts all liability related to the internship.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement

**Part II: Employer Agreement for Army CSP Individual Internship/
Approved DoD SkillBridge Program**

By signature of this Agreement, the Employer agrees:

For: CSP Individual Internship

Eligibility criteria for training providers and Service Members is outlined in Army Regulation (AR) 600-81 and Department of Defense Instruction (DoDI) 1322.29

- To teach the CSP Intern job responsibilities, new skills and practices specific to the business/industry.
- CSP Intern will work under the close supervision of the staff at the organization for the duration of the program.
- Internship will consist of work experience at entry-level positions.
- CSP Interns will work no more than 40 hours in any given week.
- CSP Interns shall not receive compensation of any kind from the Employer.
- The internship is for the benefit of the CSP Intern and even though the internship includes actual operations of the Employer, training is similar to training which would be given in an educational environment.
- CSP Intern does not displace regular employees, but works under close supervision of existing staff.
- The Employer that provides the training derives no immediate advantage from the activities of the Intern and on occasion its operations may actually be impeded.
- CSP Interns shall not be required to purchase any materials or be charged a fee as a requirement for the internship.
- CSP Intern shall not be involved in the selling of goods or services to any Soldier, or a Family member of a Soldier junior in rank, grade or position to the Soldier Intern, per Par. 2-205, Joint Ethics Regulation. For the purpose of this provision, goods and services include, but are not limited to vehicles, recreational vehicles, real estate, rental properties, time shares, investment products, life insurance, health insurance, vehicle insurance, property and casualty personal insurance, and business and commercial insurance.
- Employer will take daily attendance of the CSP Intern and report attendance to the CSP Representative upon request.
- The Employer shall notify the CSP Representative immediately if the CSP Intern is injured at the worksite.
- The Intern is not necessarily entitled to a job at the conclusion of the internship.

This Army CSP Individual Internship/Approved DoD Skillbridge Program may be terminated for any reason, if it is determined to be in the best interest of the Intern, the Commander, or the Employer. The termination reason and effective date will be reported to the CSP Regional Coordinator and other parties (Intern, Commander or Employer) by the terminating party immediately.

Employer POC Name (First and Last):

Employer Phone Number:

Employer Email Address:

Digital or Written Signature:

Date:

Part II: Employer Hold Harmless Agreement for Firearms or Law Enforcement

For CSP programs or individual internships that include the use of firearms or are for Law Enforcement, the provider must agree to following:

The provider agrees to release, indemnify, and hold harmless the Government and U.S. Army Installation Management Command for damages to property or injuries to persons which may arise from, or incident to, firearms training or use as part of a Skill Bridge Program internship. This indemnification also applies to damages to the property of the sponsoring activity for damages to the property or injuries to officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them. The provider further agrees to hold the Government harmless from and indemnify same for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the interning Soldier, the provider, its officers, employees, and agents when acting within the course and scope of their employment. This Release, Indemnification, Hold Harmless Agreement, and Agreement Not to Sue shall be interpreted according to Federal law. It is to be construed as broadly and inclusively as is permitted by relevant Federal law.

Digital or Written Signature: _____ Date: _____

Printed Name & Title: _____

Phone Number: _____ Email: _____



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to grant preliminary approval of Deer Creek South Plat 3 Final Plat.

EXECUTIVE SUMMARY:
Deer Creek South Plat 3 is an approximate 13.73 acre (+/-) final plat located north of East 1st Street, east of NE Four Mile Drive, and south of NE 8th Street within the Deer Creek Planned Unit Development. The proposed final plat creates two outlots and one street lot that will be dedicated to the City of Ankeny for right-of-way purposes. Outlot 'Y' will be utilized for stormwater management while Outlot 'Z' is slated for future development.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Grant preliminary approval of Deer Creek South Plat 3.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
The Plan & Zoning Commission recommended approval at their meeting on November 21, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Staff Report
 Aerial Map
 P&Z Minutes
 Applicant Letter
 Final Plat



*Plan and Zoning Commission
Staff Report*

Meeting Date: November 21st, 2023

Agenda Item: Deer Creek South Plat 3 - Final Plat

Report Date: November 16, 2023

Prepared By: Bryan Morrissey *ETC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Deer Creek South Plat 3 Final Plat.

Project Summary:

Deer Creek South Plat 3 is an approximate 13.73 acre (+/-) final plat located north of East 1st Street, east of NE Four Mile Drive, and south of NE 8th Street within the Deer Creek Planned Unit Development. The proposed final plat creates two outlots and one street lot that will be dedicated to the City of Ankeny for right-of-way purposes. Outlot 'Y' will be utilized for stormwater management while Outlot 'Z' is slated for future development. A future final plat will be needed prior to development occurring on Outlot 'Z'. The primary purpose of the subject final plat is to extend NE 6th Street from NE Meadow Landing Drive to NE Four Mile Drive.

Project Report:

Streets: The proposed plat includes the extension of NE 6th Street from NE Meadow Landing Drive to NE Four Mile Drive.

Water: The proposed plat includes the extension of an eight-inch water main adjacent to NE 6th Street.

Sewer: The installation of sewer mains is not proposed with this phase of the development.

Drainage: Two stormwater management areas are proposed near the northwest and southeast corners of the development. The subject final plat lies within the Middle Fourmile Creek Subwatershed.

Parkland: Parkland dedication is not required at this time.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Deer Creek South Plat 3
NAME OF OWNER: Deer Creek Estates, LLC
NAME OF DEVELOPER: Deer Creek Estates, LLC

GENERAL INFORMATION:

PLAT LOCATION: South of NE 8th Street, east of NE Four Mile Drive
SIZE OF PLAT: 13.73 acres
ZONING: Deer Creek PUD

LOTS:

NUMBER: Two Outlots
SIZE/DENSITY: Outlot 'Y': 1.64 acres, Outlot 'Z': 10.98 acres
USE: N/A
BUILDING LINES: Front 25', Rear 30'

PARK SITE DEDICATION:

Park site dedication is not required at this time for this development.

ADJACENT LANDS:

NORTH: PUD, Deer Creek Planned Unit Development
SOUTH: PUD, Deer Creek Planned Unit Development
EAST: PUD, Deer Creek Planned Unit Development
WEST: PUD, Deer Creek Planned Unit Development

WASTE WATER:

PROJECTED FLOWS: 13.73 acres of developable land X 1,800 gal. per day/acre of developable land=
24,714 GPD Est.
TREATMENT PLANT CAPACITY (Four Mile): Design: 47 MGD; current daily avg. 18 MGD

STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin.

WATER SYSTEM:

PROJECTED USAGE: 13.73 acres of developable land X 1,800 gal. per day/acre of developable land=
24,714 GPD Est.
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved by staff.



N



1 inch = 450 feet

Date: 11/13/2023

Deer Creek South Plat 3 - Final Plat

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, November 21, 2023
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the November 21, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the November 21, 2023 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

CONSENT AGENDA ITEMS

Item #2. Deer Creek South Plat 3 Final Plat

Motion to recommend City Council approval of the Deer Creek Plat 3 Final Plat.

Motion by G.Hunter to approve the recommendations for Consent Agenda Item #1 - #4. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

November 10, 2023

Honorable Mayor, City Council, & Plan and Zoning Commission Members
c/o Bryan Morrissey
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Deer Creek South Plat 3
Final Plat and Construction Plan Submittal

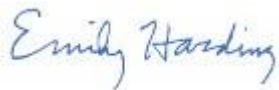
Dear Plan and Zoning Commission Members, City Council Members, and Honorable Mayor;

On behalf of Deer Creek Ankeny, Inc., we are pleased to submit herewith a final plat and construction plans for Deer Creek South Plat 3 located within the Deer Creek PUD east of NE Four Mile Drive, north of E 1st Street. The plat contains approximately 13.7 acres.

Deer Creek South Plat 3 includes 2 outlots and 1 street lot, which is consistent with the Deer Creek PUD. Outlot Z is reserved for future development. Outlot Y contains the detention basin that was constructed with The Crossings at Deer Creek Plat 1. NE 6th Street will be extended from NE Meadow Landing Drive to NE Four Mile Drive.

We are requesting that preliminary approval of the final plat be granted by City Council at the next available regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC



Emily Harding, Project Manager

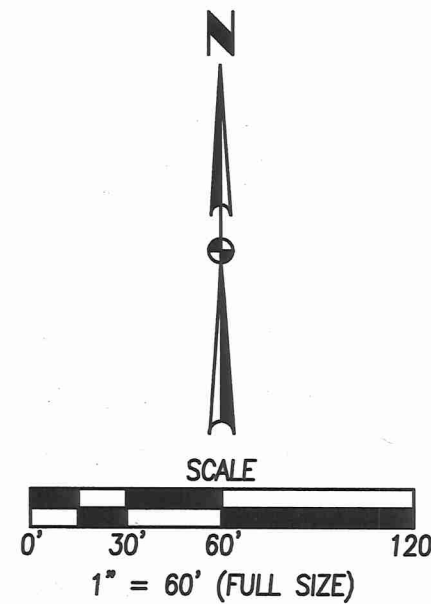
cc: Jeff Grubb, Deer Creek Ankeny, Inc.

DEER CREEK SOUTH PLAT 3

FINAL PLAT

INDEX LEGEND

LOCATION: PT. SW1/4 SEC 17-80-23 ANKENY, POLK COUNTY, IOWA
REQUESTOR: DEER CREEK ESTATES LLC
PROPRIETOR: DEER CREEK ESTATES LLC
SURVEYOR: LOUIS M. KELEHAN
SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400



ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	November 21, 2023
Ayes	5
Nays	0
Abstain	0
Absent	2
APPROVED	
<i>J. Reed</i>	Chairperson
<i>Shonda Engstrom</i>	Secretary

OWNER / DEVELOPER

DEER CREEK ESTATES, LLC
CONTACT: JEFF GRUBB
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009
PH. (515) 208-5227

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
CONTACT: EMILY HARDING
PH: (515) 369-4400

DATE OF SURVEY

FIELDWORK: JULY, 2022

ZONING AND BULK REGULATIONS

ZONING: DEER CREEK PUD

BULK REGULATIONS (PARCEL 'P'):

COMMERCIAL/MDR/OFFICE:
FRONT SETBACK = 25 FEET FROM FOURMILE DRIVE (29TH STREET)
= 25 FEET FROM INTERNAL RIGHT OF WAYS UNLESS
STORE FRONTS FACE THE STREET FOR PEDESTRIAN
ACCESS - THEN 10 FEET

ROWHOUSES:

FRONT SETBACK = 25 FEET FROM FOURMILE DRIVE (29TH STREET)
= 15 FEET FROM INTERNAL PUBLIC RIGHT OF WAYS
REAR SETBACK = 30 FEET WHERE ABUTTING RESIDENTIAL, CIVIC, OR
PARK LAND USE

AREA SUMMARY

NE 1/4 SW 1/4 SEC 17-80-23	= 13.81 AC
SE 1/4 SW 1/4 SEC 17-80-23	= 1.41 AC
TOTAL	= 15.22 AC

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	43°56'44"	25.00'	19.17'	S67°56'18"E	18.71'
C2	6°34'21"	320.00'	36.71'	S86°48'10"W	36.69'
C3	25°35'34"	320.00'	142.94'	S77°17'34"W	141.75'
C4	22°59'48"	313.00'	125.63'	S78°35'27"W	124.79'
C5	23°29'54"	380.00'	155.85'	N61°44'57"E	154.76'
C6	7°28'23"	380.00'	49.56'	S78°31'28"E	49.53'
C7	57°43'24"	387.00'	389.89'	S78°51'42"W	373.61'
C8	6°47'24"	1240.00'	146.95'	N23°45'55"E	146.86'
C9	4°59'28"	1240.00'	108.02'	S17°52'29"W	107.99'
C10	91°09'39"	25.00'	39.78'	N30°12'05"W	35.71'
C11	54°13'06"	320.00'	302.81'	S77°06'33"W	291.64'
C12	40°05'20"	380.00'	265.88'	S70°02'40"W	260.49'
C13	15°07'03"	1240.00'	327.17'	S07°49'13"W	326.22'
C14	30°20'51"	220.00'	116.53'	S75°01'15"E	115.17'
C15	14°39'09"	220.00'	56.26'	S52°31'15"E	58.11'

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- STREET LOT 'A' TO BE DEDICATED TO THE CITY OF ANKENY AND SHALL BE USED AS PUBLIC STREET RIGHT-OF-WAY.

PLAT DESCRIPTION

A PART OF THE SOUTH WESTERLY QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE CROSSINGS AT DEER CREEK PLAT 14, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE SOUTH 00°11'41" EAST ALONG THE WESTERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 14, A DISTANCE OF 677.84 FEET; THENCE SOUTH 89°54'40" EAST CONTINUING ALONG SAID WESTERLY LINE, 75.12 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.15 FEET AND WHOSE CHORD BEARS SOUTH 45°03'13" EAST, 35.27 FEET; THENCE SOUTH 00°11'47" EAST CONTINUING ALONG SAID WESTERLY LINE, 85.13 FEET TO THE SOUTHWEST CORNER OF SAID THE CROSSINGS AT DEER CREEK PLAT 14; THENCE SOUTH 00°11'41" EAST, 140.78 FEET; THENCE SOUTH 89°48'25" WEST, 50.00 FEET; THENCE NORTH 77°07'08" WEST, 149.81 FEET; THENCE NORTH 55°21'48" WEST, 44.58 FEET; THENCE NORTH 33°36'29" WEST, 193.72 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 80.96 FEET AND WHOSE CHORD BEARS SOUTH 57°14'53" WEST, 80.75 FEET; THENCE SOUTH 50°00'00" WEST, 96.04 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 380.00 FEET, WHOSE ARC LENGTH IS 366.18 FEET AND WHOSE CHORD BEARS SOUTH 77°36'22" WEST, 352.18 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 37.02 FEET AND WHOSE CHORD BEARS SOUTH 62°47'29" WEST, 33.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE FOUR MILE DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 435.19 FEET AND WHOSE CHORD BEARS NORTH 10°18'58" EAST, 432.96 FEET; THENCE NORTH 00°15'42" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 557.82 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 58.27 FEET AND WHOSE CHORD BEARS NORTH 01°05'04" WEST, 58.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NE 8TH STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 40.25 FEET AND WHOSE CHORD BEARS NORTH 43°41'15" EAST, 36.04 FEET; THENCE NORTH 89°48'19" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 155.03 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 220.00 FEET, WHOSE ARC LENGTH IS 172.79 FEET AND WHOSE CHORD BEARS SOUTH 67°41'41" EAST, 168.38 FEET; THENCE SOUTH 45°11'41" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 26.24 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 280.00 FEET, WHOSE ARC LENGTH IS 219.91 FEET AND WHOSE CHORD BEARS SOUTH 67°41'41" EAST, 214.30 FEET; THENCE NORTH 89°48'19" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 120.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.22 ACRES (662,880 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #18660 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	_____	
SECTION LINE	_____	
EASEMENT LINE	_____	
BUILDING SETBACK LINE	_____	
PLAT BOUNDARY	_____	

LOUIS M. KELEHAN
18660
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE _____

THIS SHEET _____

DATE

12/01/23	11/10/23	10/03/23
----------	----------	----------

REVISIONS

THIRD SUBMITTAL	SECOND SUBMITTAL	FIRST SUBMITTAL
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4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

DEER CREEK SOUTH PLAT 3
FINAL PLAT

ANKEHY, IOWA

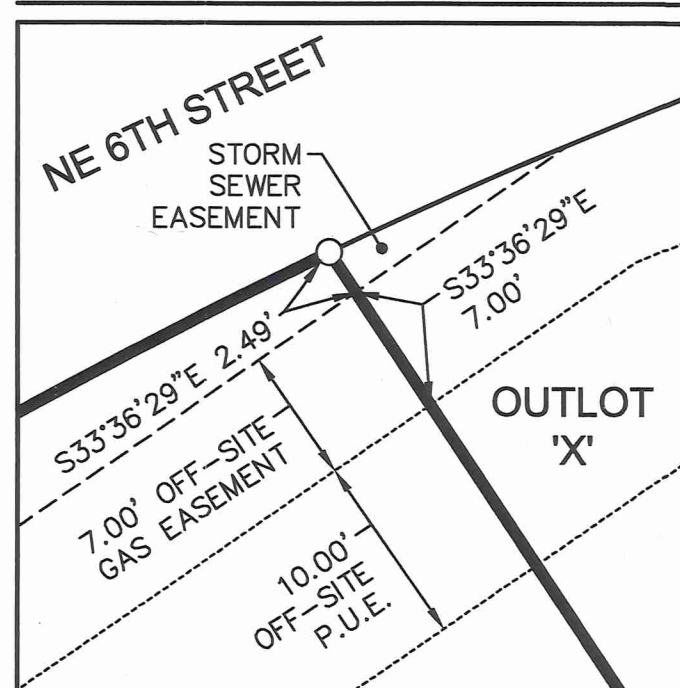
CIVIL DESIGN ADVANTAGE

ENGINEER: _____

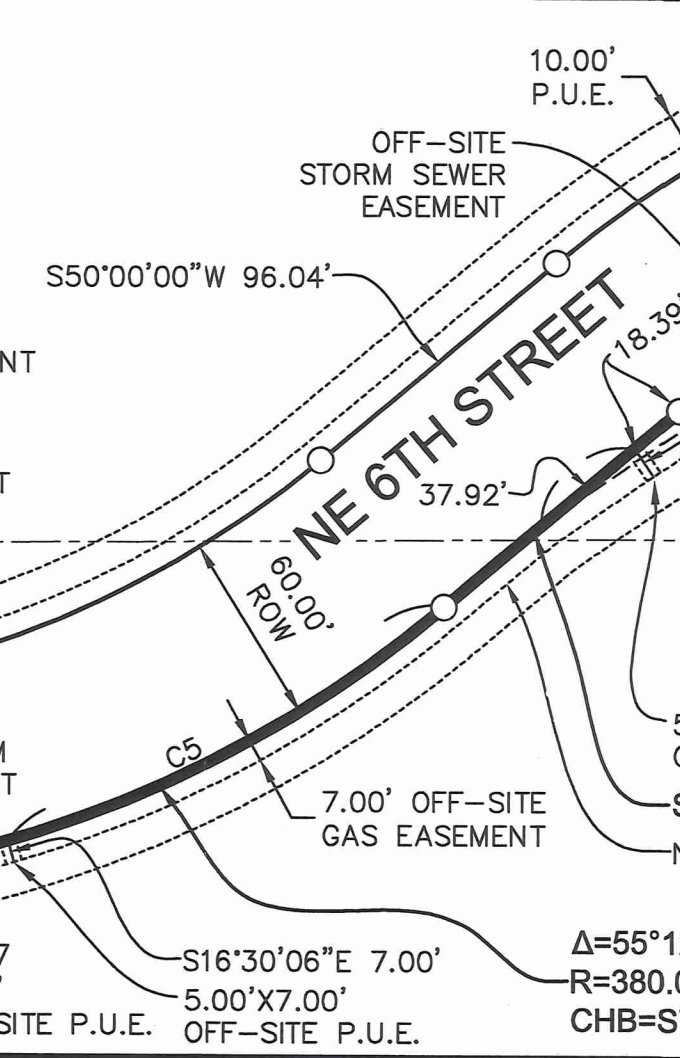
TECH: _____

REVIEW: _____

DETAIL 'A'



REFER TO DETAIL 'A' ABOVE





ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of First Street Commons Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Stormwater Management Easement

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: 515-963-3544

RESOLUTION

**RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT,
ASSOCIATED WITH THE DEVELOPMENT OF FIRST STREET COMMONS PLAT 2**

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, associated with the development of First Street Commons Plat 2, has been submitted and approved 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 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of First Street Commons Plat 2 is hereby accepted.

PASSED AND APPROVED this 2nd day of January, 2024.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**TWELFTH AMENDMENT TO STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

Preparer Information:

Lisa R. Wilson
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

N/A

Return Document To:

City of Ankeny, City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Grantor:

Deer Creek Estates, L.L.C.

Grantee:

N/A

Legal Description:

Lots 1 through 54, and Outlots V, W, X, Y and Z, in The Crossings at Deer Creek Plat 1; AND Lots 1 through 23, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 2; AND Lots 1 through 23 in The Crossings at Deer Creek Plat 3; AND Lots 1 through 22, and Outlot Z, in The Crossings at Deer Creek Plat 4; AND Lots 1 through 65, and Outlot Z, in The Crossings at Deer Creek Plat 5; AND Lots 1 through 50 in The Crossings at Deer Creek Plat 6; AND Lots 1 through 20, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 7; AND Lots 1 through 35, and Outlots W, X, Y and Z, in The Crossings at Deer Creek Plat 8; AND Lots 1 through 56, and Outlot Z, in The Crossings at Deer Creek Plat 9; AND Lots 1 through 51, and Outlot Z, in The Crossings at Deer Creek Plat 10; AND Lots 1 through 55, and Outlot Z, in The Crossings at Deer Creek Plat 11; AND Lots 1 through 61, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 12; AND Lots 1 through 56 in The Crossings at Deer Creek Plat 14; AND Lots 1 through 22 in Deer Creek South Townhomes Plat 1; AND Lots 1 through 26, and Outlot Z, in Deer Creek Village Plat 1; AND Lots 1 through 32, and Outlot Z, in Deer Creek Village Plat 2; AND Lots 1 through 32 in Deer Creek South Townhomes Plat 2; AND Lots 1 through 30, and Outlot Z, in First Street Commons Plat 1; AND Lots 1 through 22, and Outlot Z, in First Street Commons Plat 2, all Official Plats in Ankeny, Polk County, Iowa.

Document or instrument number of previously recorded documents:

Book 16605, Page 434; Book 17376, Page 881; Book 17501, Page 348; Book 18061, Page 728; Book 18173, Page 629; Book 18351, Page 546; Book 18425, Page 770; Book 18608, Page 92; Book 18755, Page 918; Book 18981, Page 822; Book 19218, Page 92; Book 19373, Page 28

**TWELFTH AMENDMENT TO STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS TWELFTH AMENDMENT TO AGREEMENT is made this 8th day of November, 2022, by Deer Creek Estates, L.L.C., an Iowa limited liability company (the “Declarant”).

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement was executed on July 7, 2017, by Deer Creek Estates, L.L.C., an Iowa limited liability company (“Declarant”) and filed of record in Polk County, Iowa, on August 15, 2017, in Book 16605, Page 434, as amended by an Amendment filed June 21, 2019 in Book 17376, Page 881, a Second Amendment filed September 18, 2019 in Book 17501, Page 348, a Third Amendment filed September 11, 2020 in Book 18061, Page 728, a Fourth Amendment filed November 4, 2020 in Book 18173, Page 629, a Fifth Amendment filed February 9, 2021, in Book 18351, Page 546, a Sixth Amendment filed March 19, 2021, in Book 18425, Page 770, a Seventh Amendment filed June 25, 2021 in Book 18608, Page 92, an Eighth Amendment filed September 16, 2021 in Book 18755, Page 918, a Ninth Amendment filed February 9, 2022 in Book 18981, Page 822, a Tenth Amendment filed August 3, 2022 in Book 19218, Page 92 and an Eleventh Amendment filed January 10, 2023 in Book 19373, Page 28 (“Agreement”).

WHEREAS, the Declarant is desirous of adding additional benefited property to be subject to the Agreement.

NOW, THEREFORE, the undersigned Declarant hereby amends the Agreement as follows:

1. “Benefited Property” shall mean and refer to the real property described as Lots 1 through 54, and Outlots V, W, X, Y and Z, in The Crossings at Deer Creek Plat 1; AND Lots 1 through 23, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 2; AND Lots 1 through 23 in The Crossings at Deer Creek Plat 3; AND Lots 1 through 22, and Outlot Z, in The Crossings at Deer Creek Plat 4; AND Lots 1 through 65, and Outlot Z, in The Crossings at Deer Creek Plat 5; AND Lots 1 through 50 in The Crossings at Deer Creek Plat 6; AND Lots 1 through 20, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 7; AND Lots 1 through 35, and Outlots W, X, Y and Z, in The Crossings at Deer Creek Plat 8; AND Lots 1 through 56, and Outlot Z, in The Crossings at Deer Creek Plat 9; AND Lots 1 through 51, and Outlot Z, in The Crossings at Deer Creek Plat 10; AND Lots 1 through 55, and Outlot Z, in The Crossings at Deer Creek Plat 11; AND Lots 1 through 61, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 12; AND Lots 1 through 56 in The Crossings at Deer Creek Plat 14; AND Lots 1 through 22 in Deer Creek South Townhomes Plat 1; AND Lots 1 through 26, and Outlot Z, in Deer Creek Village Plat 1; AND Lots 1 through 32, and Outlot Z, in Deer Creek Village Plat 2; AND Lots 1 through 32 in Deer Creek South Townhomes Plat 2; AND Lots 1 through 30, and Outlot Z, in First Street Commons Plat 1; AND Lots 1 through 22, and Outlot Z, in First Street Commons Plat 2, all Official Plats in Ankeny, Polk County, Iowa.
2. Part I, Section 10, of the Agreement shall be deleted in its entirety and replaced with the following:
 10. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

3. Exhibit A, fifth "WHEREAS" paragraph, shall be deleted in its entirety and replaced with the following:

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

A PART OF THE NORTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER, ALL IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 0°09'54" EAST ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 34.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°09'54" EAST ALONG SAID WEST LINE, 30.93 FEET; THENCE NORTH 28°15'18" EAST, 165.59 FEET; THENCE NORTH 28°41'24" WEST, 52.82 FEET; THENCE NORTH 61°18'36" EAST, 30.00 FEET; THENCE SOUTH 28°41'24" EAST, 33.30 FEET; THENCE NORTH 28°15'18" EAST, 198.62 FEET; THENCE SOUTH 64°45'06" EAST, 50.00 FEET; THENCE SOUTH 0°11'41" EAST, 236.82 FEET; THENCE SOUTH 22°37'32" EAST, 125.89 FEET; THENCE SOUTH 41°35'01" EAST, 140.70 FEET; THENCE SOUTH 31°22'46" WEST, 87.78 FEET; THENCE NORTH 62°40'59" WEST, 373.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.09 ACRES (91,229 SQUARE FEET),

AND

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF STREET LOT 'A', THE CROSSINGS AT DEER CREEK PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 0°15'42" EAST ALONG THE SOUTHERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 1, A DISTANCE OF 261.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°15'42" EAST ALONG SAID SOUTHERLY LINE, 232.43 FEET; THENCE NORTHERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 58.27 FEET AND WHOSE CHORD BEARS NORTH 1°05'04" WEST, 58.26 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 40.25 FEET AND WHOSE CHORD BEARS NORTH 43°41'15" EAST, 36.04 FEET; THENCE NORTH 89°48'19" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 155.03 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 220.00 FEET, WHOSE ARC LENGTH IS 116.53 FEET AND WHOSE CHORD BEARS SOUTH 75°01'15" EAST, 115.17 FEET; THENCE SOUTH 56°03'15" WEST, 38.49 FEET; THENCE SOUTH 0°15'42" WEST, 223.13 FEET; THENCE SOUTH 89°48'19" WEST, 243.00 FEET; THENCE SOUTH 0°15'42"

WEST, 42.00 FEET; THENCE SOUTH 89°48'19" WEST, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.64 ACRES (71,634 SQUARE FEET),

AND

ALL OF OUTLOT 'Z', DEER CREEK SOUTH PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA,

AND

ALL OF OUTLOT 'Z', THE CROSSINGS AT DEER CREEK PLAT 5, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA,

AND

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'Z', THE CROSSINGS AT DEER CREEK PLAT 5, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 90°00'00" EAST ALONG THE WESTERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 5, A DISTANCE OF 140.00 FEET; THENCE SOUTH 0°11'53" WEST, 432.44 FEET TO SAID WESTERLY LINE; THENCE SOUTH 89°47'34" WEST ALONG SAID WESTERLY LINE, 140.00 FEET TO THE EAST LINE OF THE WEST 20 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 0°11'53" EAST ALONG SAID EAST LINE, 432.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.39 ACRES (60,577 SQUARE FEET),

AND

ALL OF OUTLOT 'Z', THE CROSSINGS AT DEER CREEK PLAT 9, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA,

AND

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE CROSSINGS AT DEER CREEK PLAT 9, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 89°54'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 235.02 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE CONTINUING NORTH 89°54'40" WEST, 212.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°11'41" EAST, 68.62 FEET; THENCE NORTH 90°00'00" WEST, 280.08 FEET; THENCE NORTH 0°00'00" EAST, 168.62 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 570.00 FEET, WHOSE ARC LENGTH IS 109.22 FEET AND WHOSE CHORD BEARS NORTH

84°35'59" EAST, 109.05 FEET; THENCE SOUTH 89°54'40" EAST, 146.03 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.15 FEET AND WHOSE CHORD BEARS SOUTH 45°03'20" EAST, 35.27 FEET; THENCE SOUTH 0°11'41" EAST, 85.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.14 ACRES (49,527 SQUARE FEET),

AND

ALL OF OUTLOT 'Z', THE CROSSINGS AT DEER CREEK PLAT 10, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA,

AND

ALL OF OUTLOT 'Z', THE CROSSINGS AT DEER CREEK PLAT 11, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA,

AND

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 15, THE CROSSINGS AT DEER CREEK PLAT 11, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 31°18'46" EAST ALONG THE EASTERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 11, A DISTANCE OF 64.47 FEET TO THE SOUTHEAST CORNER OF LOT 36, SAID THE CROSSINGS AT DEER CREEK PLAT 11; THENCE NORTH 81°18'02" EAST, 62.35 FEET; THENCE SOUTH 44°44'04" EAST, 70.74 FEET; THENCE SOUTH 85°42'51" WEST, 41.88 FEET; THENCE SOUTH 84°27'37" WEST, 52.43 FEET; THENCE SOUTH 83°12'48" WEST, 51.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,436 SQUARE FEET),

AND

OUTLOTS X, Y AND Z IN THE CROSSINGS AT DEER CREEK PLAT 12, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA,

and applies to the property described as:

Lots 1 through 54, and Outlots V, W, X, Y and Z, in The Crossings at Deer Creek Plat 1; AND Lots 1 through 23, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 2; AND Lots 1 through 23 in The Crossings at Deer Creek Plat 3; AND Lots 1 through 22, and Outlot Z, in The Crossings at Deer Creek Plat 4; AND Lots 1 through 65, and Outlot Z, in The Crossings at Deer Creek Plat 5; AND Lots 1 through 50 in The Crossings at Deer Creek Plat 6; AND Lots 1 through 20, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 7; AND Lots 1 through 35, and Outlots W, X, Y and Z, in The Crossings at Deer Creek Plat 8; AND Lots 1 through 56, and Outlot Z, in The Crossings at Deer Creek Plat 9; AND Lots 1 through 51, and Outlot Z, in The Crossings at Deer Creek Plat 10; AND Lots 1 through 55, and Outlot Z, in The Crossings at Deer Creek Plat 11; AND Lots 1 through 61, and Outlots X, Y and Z, in The Crossings at Deer Creek Plat 12; AND Lots 1 through 56 in The Crossings at Deer Creek Plat 14; AND Lots 1 through 22 in Deer Creek South Townhomes Plat 1; AND Lots 1 through 26, and Outlot Z, in Deer Creek

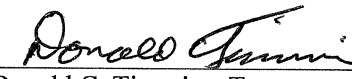
Village Plat 1; AND Lots 1 through 32, and Outlot Z, in Deer Creek Village Plat 2; AND Lots 1 through 32 in Deer Creek South Townhomes Plat 2; AND Lots 1 through 30, and Outlot Z, in First Street Commons Plat 1; AND Lots 1 through 22, and Outlot Z, in First Street Commons Plat 2, all Official Plats in Ankeny, Polk County, Iowa.

4. In all other respects, the Agreement, as amended, shall remain in full force and effect.

DEER CREEK ESTATES, L.L.C.

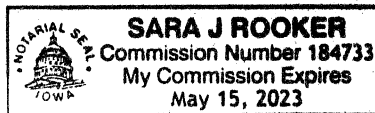


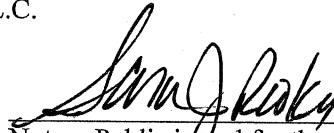
By: _____
R. Bradley Skinner, Manager

By: 
Donald C. Timmins, Treasurer

STATE OF IOWA)
COUNTY OF Polk) ss

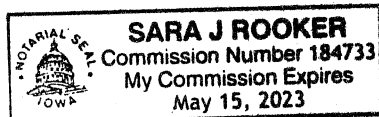
This record was acknowledged before me on this 8th day of November, 2022, by
R. Bradley Skinner, Manager of Deer Creek Estates, L.L.C.

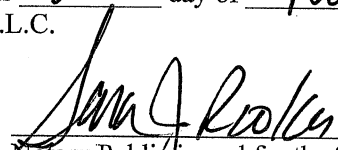



Notary Public in and for the State of Iowa

STATE OF IOWA)
COUNTY OF Polk) ss

This record was acknowledged before me on this 8th day of November, 2022, by
Donald C. Timmins, Treasurer of Deer Creek Estates, L.L.C.




Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

NW 36th Street Fiber Optic Redundancy: Consider motion to approve: a) Change Order #1 & Final in the amount of \$913.50; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$57,808.50; and d) Final Payment in the amount of \$54,918.07; and Retainage Payment in the amount of \$2,890.43.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of a change order for final quantity adjustments; acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Iowa Signal, Inc. of Grimes, Iowa for the NW 36th Street Fiber Optic Redundancy.

The project is now complete. The project replaced an important redundant section of the City's fiber optic network that was removed with the NW 18th Street Reconstruction - Ash Drive to Ankeny Boulevard. The new infrastructure, along NW 36th Street between NW State Street and NW Ash Drive, provides a critical 'back-up' communications route for the overall City agency communications network, and establishes a

needed link identified in the 2023 Fiber Optic Network Master Plan.

A series of actions are needed in order to close out this construction project:

- a) Approve Change Order #1 & Final, in the amount of \$913.50;
- b) Accept Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.
- c) Approve Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the NW 36th Street Fiber Optic Redundancy and establishes the final contract amount to be \$57,808.50.
- d) Approve Final Payment: Iowa Signal, Inc. in the amount of \$54,918.07
and Retainage Payment: Iowa Signal, Inc. in the amount of \$2,890.43

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program for construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

- 1. Approve Change Order #1 & Final, in the amount of \$913.50;
 - 2. Accept 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.
 - 3. Approve Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the NW 36th Street Fiber Optic Redundancy and establishes the final contract amount to be \$57,808.50.
 - 4. Approve Final Payment: Iowa Signal, Inc. in the amount of \$54,918.07
and Retainage Payment: Iowa Signal, Inc. in the amount of \$2,890.43
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 1, 2023: City Council awarded construction and approved construction contract..

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1 & Final
 Certificate of Completion
 Resolution
 Pay Application #1 & Final

city of
Ankeny
bringing it all together

Date of Council Meeting: January 2, 2024 Change Order #: 1

This change order reflects as-built quantities as measured in the field.

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Provide and Install One (1) - 2" BLUE Conduit, Boring (incl. tracer and pull rope)	LF	74.00	\$ 12.00	\$ 888.00
3	Install One (1) Fiber Optic Cable (96 count or less)	LF	17.00	\$ 1.50	\$ 25.50
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order #: 1 makes the following adjustments to the Contract:					\$ 913.50

Firm Name Heather Lesley 12/13/23
Signature _____ Date _____

Firm Name _____
Signature Jessie Hart Date 12/14/23

Signature	Mayor
	Title
	January 2, 2024
	Date

_____ Signature	_____ Title
	_____ Date

Original Contract Amount		\$ 56,895.00
#	Change Order Date	Amount
1	January 2, 2024	\$ 913.50
2		
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Revised Contract Amount \$ 57,808.50

CERTIFICATE OF COMPLETION

NW 36th Street Fiber Optic Redundancy

Ankeny, Iowa

January 2, 2024

This is to certify that the construction improvements on the *NW 36th Street Fiber Optic Redundancy* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$57,808.50**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Leslie Hart, P.E., PTOE
Traffic Engineering Manager
City of Ankeny, Iowa
Iowa License Number 16020*

RESOLUTION

**RESOLUTION ACCEPTING THE
NW 36TH STREET FIBER OPTIC REDUNDANCY
WITH IOWA SIGNAL, INC.**

WHEREAS, on the 1st day of **May, 2023**, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Iowa Signal, Inc. of Grimes, Iowa**, for the construction of certain public improvements generally described as the NW 36th Street Fiber Optic Redundancy 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 2, 2024**:

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 **\$57,808.50**, as shown in the report of the Engineer.

PASSED AND APPROVED this 2nd day of **January, 2024**.

Mayor

ATTEST:

City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street Fiber Optic Redundancy
Contractor: Iowa Signal Inc.
Address: 3711 SE Capitol Cir., Grimes, IA 50111
Finance Budget Code: 965.3965.4456 Finance Project #: 965.4456
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: May 1, 2023 Vendor Account #: _____

Date of Council Meeting: January 2, 2024 Payment Application #: 1 & Final
Payment Period: From: May 2, 2023 Through: December 1, 2023

Contract Summary:

Original Contract Amount:	\$	56,895.00	
Net Change by Change Orders:	\$	913.50	
Contract Amount to Date: (line 1 ± 2)	\$	57,808.50	
Total Completed and Stored to Date:	\$	57,808.50	
Retainage: <u>5</u> % of Completed Work:	\$	2,890.43	
Total Earned Less Retainage:	\$	54,918.07	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	54,918.07	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 54,918.07

Balance to Finish, Including Retainage: \$ 2,890.43

Contract Time Remaining: - 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: Iowa Signal Inc.

Firm Name

Heather Lesley

Signature

12/13/23

Date

Engineer / Consultant Approval: City of Ankeny, Public Works Department

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Leslie Hart

Date

12/14/23

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager
E-mail: Lhart@ankenyiowa.gov Phone Number: (515)-963-3548

Date Printed: 12/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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
TRAFFIC CONTROL														
1	Provide and Install One (1) - 2" BLUE Conduit, Boring (incl. tracer and put rep)	LF	2,555.00	74.00	2,639.00	\$ 12.00	\$ 31,668.00	2,639.00	\$ 31,668.00		2,639.00	\$ 31,668.00	0.00	100.00%
2	Provide and Install Type III HH (24"x 36" x 36")	EA	2.00		2.00	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00		2.00	\$ 3,000.00	0.00	100.00%
3	Install One (1) Fiber Optic Cable (96 count or less)	LF	3,550.00	17.00	3,567.00	\$ 1.50	\$ 5,350.50	3,567.00	\$ 5,350.50		3,567.00	\$ 5,350.50	0.00	100.00%
4	Provide and Install Splice Case	EA	2.00		2.00	\$ 1,050.00	\$ 2,100.00	2.00	\$ 2,100.00		2.00	\$ 2,100.00	0.00	100.00%
5	Re-Work Existing Splice Case	EA	1.00		1.00	\$ 510.00	\$ 510.00	1.00	\$ 510.00		1.00	\$ 510.00	0.00	100.00%
6	Provide and Install CCH-CP12-A9-P03RH	EA	1.00		1.00	\$ 800.00	\$ 800.00	1.00	\$ 800.00		1.00	\$ 800.00	0.00	100.00%
7	Fiber Optic Cable Fusion Splices	EA	112.00		112.00	\$ 65.00	\$ 7,280.00	112.00	\$ 7,280.00		112.00	\$ 7,280.00	0.00	100.00%
8	Fiber Optic Cable Testing	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	0.00	100.00%
9	Temporary Traffic Control	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	0.00	100.00%
MISCELLANEOUS														
10	Mobilization	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 57,808.50 PAY PERIOD = \$ 57,808.50

COMPLETED = \$ 57,808.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

No.	Date	Amount
1	January 2, 2024	\$ 913.50
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CHANGE ORDER TOTAL = \$ 913.50

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

NW Irvinedale Drive Transmission Main - Phase 3: Consider motion to approve: a) Final Change Order #5 decreasing the contract amount by \$52,461.96; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with McAninch Corporation in the amount of \$1,464,902.04; and d) Final Payment #10 in the amount of \$0.00 / Release of Retainage in the amount of \$44,441.09.

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 payments to McAninch Corporation on the NW Irvinedale Drive Transmission Main - Phase 3 Project.

The NW Irvinedale Drive Transmission Main - Phase 3 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. Approval of Final Change Order #5 decreasing the contract amount by \$52,461.96.

2. 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 \$1,464,902.04.

3. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the NW Irvinedale Drive Transmission Main - Phase 3 project and establishes the final contract amount to be \$1,464,902.04.

4. Final Payment: McAninch Corporation = \$0.00

Retainage Payment: McAninch Corporation = \$44,441.09

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.

Due to issues during construction of this project, the contractor was not able to obtain a passing pressure test on the re-constructed water main. They were only able to acquire a pressure of 86 PSI. Our normal operating pressure in this area of town would vary between 64 - 82 PSI. Since the contractor was able to maintain pressure above our normal operating pressures, they were allowed to install a water meter pit where City staff can measure for any water loss for a period of 8 years. During this extended warranty period if the City detects any water loss, McAninch has the obligation to determine where the leak is and to fix it. The typical maintenance bond period is 4 years, we have extended this one for another 4 years bringing the total to 8 years. They have included an extended maintenance bond rider to protect the City. We also have an extended warranty for the seeding that was completed out of the typical seeding window and we have an extended warranty to cover an issue we have had with the conduit that is currently empty but expect to have a fiber line added into this conduit in the future. All documents are included within this entry for transparency.

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. Approval of Final Change Order #5 decreasing the contract amount by \$52,461.96.

2. Accept the Certificate of Completion from the project engineer for the NW Irvinedale Drive Transmission Main - Phase 3 project.

3. Adopt the Resolution accepting the NW Irvinedale Drive Transmission Main - Phase 3 project

with McAninch Corporation in the final contract amount to be \$1,464,902.04.

4. Authorize final payment to McAninch Corporation in the amount of \$0.00 and release of retainage payment in the amount of \$44,441.09 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 28, 2020: Council ordered construction and set dates for bid letting and public hearing.

February 1, 2021: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; and awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #5 Final
 Certificate of Completion
 Payment #10 Final
 Extended Maintenance Bond
 Warranty Seeding
 Warranty Fiber
 Resolution

city of
Ankeny
bringing it all together

Project Title:	Irvinedale Drive Transmission Main - Phase 3		
Contractor:	McAninch Corporation		
Address:	4001 Delaware Ave., Des Moines, Ia 50313		
Finance Budget Code:	623.3623.4450	Finance Project #	623.4450
Vendor Project or Invoice #:		PO #	
Original Contract Date:	February 1, 2021	Vendor #	313

Change Order Number: 5

Change Order Date: December 12, 2023

Purpose of Change Order:

Adjustment of Project Installed As-built Quantities - see Attached Breakdown Sheet for Adjustment of As-built Project Quantities.

Water Leak Repair Assistance - Additional Services

Details of Change Order:

[illegible]

Change Order Number:	5	makes the following adjustments to the Contract:	\$ (52,461.96)
----------------------	---	--	----------------

Contractor Accepted: **McAninch Corporation**

Firm Name
Digitally signed by Hunter Watkins
DN: cn=US,
E=h.watkins@mcininchcorp.com,
o=McIninch Corporation,
cn=Hunter Watkins
Date: 2023.12.18 09:32:25-08'00'

Signature

Date _____

Engineer Approved: McClure Engineering Company

 Firm Name
Digitally signed by Alex M. Potter, PE
Date: 2023.12.18 09:39:54-0600

Signature

Signature

12/18/2023

Date _____

Owner Accepted: City of Ankeny

Signature _____

Title

Date _____

Attest for Owner:

Signature

Title

Date _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 1,379,870.00
1	October 4, 2021	\$ 34,148.00
2	December 6, 2021	\$ 860.00
3	February 7, 2022	\$ 100,986.00
4	March 20, 2023	\$ 1,500.00
5	January 2, 2024	\$ (52,461.96)
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Revised Contract Amount \$ 1,464,902.04

Adjustment of Project As-Built Quantities Breakdown

For (Contract):		Irvinedale Drive Transmission Main - Phase 3				Project Documentation:		As-built Quantities	
A		B	C	D	E	F	G	H	I
Item		Bid Item / Change Modified Quantity	Bid Unit Price	Bid Item Value	As-built Quantity Installed	As-built Value of Work Installed	Difference in Project Quantities (E - B)	Difference in Project Value of Work (F - D)	Comment
Bid Item Number	Description								
4	TRENCH FOUNDATION	550.00 TON	\$ 28.00	\$ 15,400.00	0.00	\$ -	(550.00)	\$ (15,400.00)	
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	350.00 CY	\$ 15.00	\$ 5,250.00	0.00	\$ -	(350.00)	\$ (5,250.00)	
8	REMOVAL OF STORM SEWER/CULVERTS, LESS THAN OR EQUAL TO 30 IN. DIA.	165.00 LF	\$ 38.00	\$ 6,270.00	127.00	\$ 4,826.00	(38.00)	\$ (1,444.00)	
9	STORM SEWER CULVERT, TRENCHED, PVC, 18 IN. DIA.	60.00 LF	\$ 115.00	\$ 6,900.00	100.00	\$ 11,500.00	40.00	\$ 4,600.00	
10	STORM SEWER CULVERT, TRENCHED, CMP, 30 IN. DIA.	24.00 LF	\$ 206.00	\$ 4,944.00	0.00	\$ -	(24.00)	\$ (4,944.00)	
11	PIPE APRON, METAL, 18 IN.	2.00 EA	\$ 751.00	\$ 1,502.00	4.00	\$ 3,004.00	2.00	\$ 1,502.00	
12	PIPE APRON, METAL, 30 IN.	2.00 EA	\$ 836.00	\$ 1,672.00	0.00	\$ -	(2.00)	\$ (1,672.00)	
13	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), 24 IN.	3,362.00 LF	\$ 127.00	\$ 426,974.00	3,363.00	\$ 427,101.00	1.00	\$ 127.00	
14	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	1,208.00 LF	\$ 215.00	\$ 259,720.00	1,151.00	\$ 247,465.00	(57.00)	\$ (12,255.00)	
15	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 12 IN.	21.00 LF	\$ 176.00	\$ 3,696.00	20.00	\$ 3,520.00	(1.00)	\$ (176.00)	
16	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 16 IN.	71.00 LF	\$ 154.00	\$ 10,934.00	68.00	\$ 10,472.00	(3.00)	\$ (462.00)	
17	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	214.00 LF	\$ 451.00	\$ 96,514.00	214.00	\$ 96,514.00	0.00	\$ -	Item was Modified and Approved Under CO-03. Original Qty. - 280 LF CO-03 Qty. - 214 LF
19	FITTINGS BY WEIGHT, DUCTILE IRON PIPE	11,370.00 LB	\$ 6.00	\$ 68,220.00	8,789.00	\$ 52,734.00	(2,581.00)	\$ (15,486.00)	
24	CURB & GUTTER, PORTLAND CEMENT CONCRETE, 30 IN. WIDE, 8 INCH THICK	26.00 LF	\$ 65.00	\$ 1,690.00	59.00	\$ 3,835.00	33.00	\$ 2,145.00	
25	REMOVAL OF DRIVEWAY	112.00 SY	\$ 32.00	\$ 3,584.00	228.00	\$ 7,296.00	116.00	\$ 3,712.00	
26	REMOVAL OF SHARED-USE PATH/SIDEWALK	391.00 SY	\$ 14.00	\$ 5,474.00	559.60	\$ 7,834.40	168.60	\$ 2,360.40	Item was Modified and Approved Under CO-01. Original Qty. - 327 SY CO-01 Qty. - 391 SY

Adjustment of Project As-Built Quantities Breakdown

For (Contract):	Irvinedale Drive Transmission Main - Phase 3					Project Documentation:		As-built Quantities	
A		B	C	D	E	F	G	H	I
Item		Bid Item / Change Modified Quantity	Bid Unit Price	Bid Item Value	As-built Quantity Installed	As-built Value of Work Installed	Difference in Project Quantities (E - B)	Difference in Project Value of Work (F - D)	Comment
Bid Item Number	Description								
27	SHARED-USE PATH, PCC, 5 IN.	334.00 SY	\$ 68.00	\$ 22,712.00	486.40	\$ 33,075.20	152.40	\$ 10,363.20	Item was Modified and Approved Under CO-01. Original Qty. - 270 SY CO-01 Qty. - 334 SY
28	SIDEWALK, PCC, 4 IN.	27.00 SY	\$ 78.00	\$ 2,106.00	11.00	\$ 858.00	(16.00)	\$ (1,248.00)	
29	SIDEWALK, PCC, 6 IN.	53.00 SY	\$ 70.00	\$ 3,710.00	113.60	\$ 7,952.00	60.60	\$ 4,242.00	
30	DETECTABLE WARNINGS	54.00 SY	\$ 59.00	\$ 3,186.00	76.00	\$ 4,484.00	22.00	\$ 1,298.00	
31	DRIVEWAY, HMA, 8 IN.	109.00 SY	\$ 71.00	\$ 7,739.00	130.40	\$ 9,258.40	21.40	\$ 1,519.40	
32	GRANULAR SURFACING ON DRIVEWAY, CLASS A CRUSHED STONE, 6 IN.	95.00 SY	\$ 29.00	\$ 2,755.00	123.00	\$ 3,567.00	28.00	\$ 812.00	
35	FIBER CONDUIT, TRENCHED, 2 IN., HDPE SDR 13.5	5,751.00 LF	\$ 5.00	\$ 28,755.00	5,691.00	\$ 28,455.00	(60.00)	\$ (300.00)	
37	TEMPORARY TRAFFIC CONTROL	1.32 LS	\$ 12,200.00	\$ 16,050.00	1.32	\$ 16,050.00	0.00	\$ -	Item was Modified and Approved Under CO-01. Original Qty. - 1 LS CO-01 Qty. - 1.32 LS
38	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 4) URBAN	2.25 AC	\$ 765.00	\$ 1,721.25	0.80	\$ 612.00	(1.45)	\$ (1,109.25)	
39	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 5) RURAL	1.05 AC	\$ 765.00	\$ 803.25	0.00	\$ -	(1.05)	\$ (803.25)	
40	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 1) URBAN	2.25 AC	\$ 3,315.00	\$ 7,458.75	6.32	\$ 20,950.80	4.07	\$ 13,492.05	
41	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 2) RURAL	1.05 AC	\$ 3,060.00	\$ 3,213.00	0.00	\$ -	(1.05)	\$ (3,213.00)	
42	FILTER SOCKS/WATTLES, 12 IN. DIA.	170.00 LF	\$ 3.00	\$ 510.00	990.00	\$ 2,970.00	820.00	\$ 2,460.00	
43	FILTER SOCKS/WATTLES, REMOVAL	170.00 LF	\$ 1.00	\$ 170.00	580.00	\$ 580.00	410.00	\$ 410.00	
44	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2.D	995.00 SY	\$ 1.50	\$ 1,492.50	2,556.00	\$ 3,834.00	1,561.00	\$ 2,341.50	
45	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	3,200.00 LF	\$ 1.50	\$ 4,800.00	0.00	\$ -	(3,200.00)	\$ (4,800.00)	

Adjustment of Project As-Built Quantities Breakdown

For (Contract):	Irvinedale Drive Transmission Main - Phase 3					Project Documentation:		As-built Quantities	
A		B	C	D	E	F	G	H	I
Item		Bid Item / Change Modified Quantity	Bid Unit Price	Bid Item Value	As-built Quantity Installed	As-built Value of Work Installed	Difference in Project Quantities (E - B)	Difference in Project Value of Work (F - D)	Comment
Bid Item Number	Description								
46	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	3,200.00 LF	\$ 0.05	\$ 160.00	0.00	\$ -	(3,200.00)	\$ (160.00)	
49	CONNECT TO EXISTING STORM SEWER	4.00 EA	\$ 1,004.00	\$ 4,016.00	2.00	\$ 2,008.00	(2.00)	\$ (2,008.00)	
51	TEMPORARY WATER SERVICE CONNECTION	1.00 EA	\$ 5,370.00	\$ 5,370.00	0.00	\$ -	(1.00)	\$ (5,370.00)	
53	MATERIAL PROCUREMENT, 24-IN PVC - MAY 2021	1.00 LS	\$ 14,850.00	\$ 14,850.00	1.00	\$ 14,850.00	0.00	\$ -	Item was Modified and Approved Under CO-01. Original Qty. - 0 LS CO-01 Qty. - 1 LS
54	PAVEMENT, PCC, 8IN	75.00 SY	\$ 136.00	\$ 10,200.00	75.00	\$ 10,200.00	0.00	\$ -	Item was Modified and Approved Under CO-01. Original Qty. - 0 SY CO-01 Qty. - 75 SY
55	STORM INTAKE BASKETS	4.00 EA	\$ 215.00	\$ 860.00	6.00	\$ 1,290.00	2.00	\$ 430.00	Item was Modified and Approved Under CO-02. Original Qty. - 0 EA CO-02 Qty. - 4 EA
56	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING	66.00 LF	\$ 1,072.00	\$ 70,752.00	68.00	\$ 72,896.00	2.00	\$ 2,144.00	Item was Modified and Approved Under CO-03. Original Qty. - 0 LF CO-03 Qty. - 66 LF
57	MATERIAL PROCUREMENT, 24-IN PVC - JANUARY 2022	1.00 LS	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00	0.00	\$ -	Item was Modified and Approved Under CO-03. Original Qty. - 0 LS CO-03 Qty. - 1 LS
58	RECP STRAW BLANKET	1.00 LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -	Item was Modified and Approved Under CO-04. Original Qty. - 0 LS CO-04 Qty. - 1 LS
	Totals			\$ 1,193,633.75		\$ 1,171,491.80		\$ (22,141.95)	

CERTIFICATE OF COMPLETION

Irvinedale Drive Transmission Main – Phase 3

Ankeny, Iowa

January 2, 2024

This is to certify that the construction improvements on the *Irvinedale Drive Transmission Main – Phase 3* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$1,464,902.04***. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Alex Potter', with a stylized flourish at the end.

Alex M. Potter, P.E.

Team Leader

McClure Engineering Company

Iowa License Number 23759

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Irvinedale Drive Transmission Main - Phase 3
Contractor: McAninch Corporation
Address: 4001 Delaware Ave., Des Moines, Ia 50313
Finance Budget Code: 623.3623.4450 Finance Project #: 623.4450
Vendor Project or Invoice #: _____ PO #: _____
Original Contract Date: February 1, 2021 Vendor #: 313

Date of Council Meeting: January 2, 2024 PAYMENT REQUEST # 10 FINAL
PAYMENT PERIOD: From: September 1, 2022 Through: December 4, 2023

Contract Summary

Original Contract Amount:	\$	<u>1,379,870.00</u>	
Net change by Change Orders:	\$	<u>85,032.04</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>1,464,902.04</u>	
Total completed and stored to date:	\$	<u>1,464,902.04</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>44,441.09</u>	
Total Earned less Retainage:	\$	<u>1,420,460.95</u>	
Less previous applications for payment:	\$	<u>1,420,460.95</u>	
SUBTOTAL	\$		<u>-</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ -

Balance to finish, including retainage: \$ 44,441.09

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: McAninch Corporation
Digitally signed by Tim Nohr
DN: C=US,
E=hwatkins@mcaninchcorp.com,
O=McAninch Corporation, CN=Hunter
Signature [Signature] Date: 2023.12.18 09:32:09-06'00'

Engineer / Consultant Approval: McClure Engineering Company
Digitally signed by Alex M. Potter, PE
Firm Name
Date: 2023.12.18 09:38:49-06'00'
Signature [Signature] Date: 12/18/2023

City of Ankeny Staff Approval: Donald Clark
Signature [Signature] Date: 12/18/23

Submit to: Don Clark, PE - Director of Municipal Utilities
E-mail: Dclark@Ankenylowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	\$ 12,236.00
2	August 16, 2021	\$ 277,611.43
3	September 7, 2021	\$ 365,890.00
4	October 4, 2021	\$ 185,393.35
5	November 15, 2021	\$ 47,026.71
6	December 6, 2021	\$ 180.12
7	March 7, 2022	\$ 294,625.69
8	April 4, 2022	\$ 230,753.65
9	March 13, 2023	\$ 6,744.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 1,420,460.95

Record of Change Orders

No.	Date	Amount
1	October 4, 2021	\$ 34,148.00
2	December 6, 2021	\$ 860.00
3	February 7, 2022	\$ 100,986.00
4	March 13, 2023	\$ 1,500.00
5	November 20, 2023	\$ (52,461.96)
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CHANGE ORDER TOTAL = \$ 85,032.04

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 1, 2021
Original Contract Time:	110.0
Added by Change Order:	0.0
Contract Time to Date:	110.0
Time Used to Date:	110.0
Contract Time Remaining:	0.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE BY (CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	UNITS	140.00		140.00	\$ 92.00	\$ 12,880.00		\$ -	140.00	140.00	\$ 12,880.00	0.00	100.00%
2	TOPSOIL, ON-SITE	CY	1,116.00		1,116.00	\$ 30.00	\$ 33,480.00		\$ -	1,116.00	1,116.00	\$ 33,480.00	0.00	100.00%
3	REMOVAL OF WATER MAIN, LESS THAN OR EQUAL TO 24"	LF	21.00		21.00	\$ 62.00	\$ 1,302.00		\$ -	21.00	21.00	\$ 1,302.00	0.00	100.00%
4	TRENCH FOUNDATION	TON	550.00	(550.00)	0.00	\$ 28.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	350.00	(350.00)	0.00	\$ 15.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
6	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, GASKETED, 15 IN. DIA.	LF	54.00		54.00	\$ 144.00	\$ 7,776.00		\$ -	54.00	54.00	\$ 7,776.00	0.00	100.00%
7	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, GASKETED, 24 IN. DIA.	LF	24.00		24.00	\$ 213.00	\$ 5,112.00		\$ -	24.00	24.00	\$ 5,112.00	0.00	100.00%
8	REMOVAL OF STORM SEWER CULVERTS, LESS THAN OR EQUAL TO 30 IN. DIA.	LF	165.00	(38.00)	127.00	\$ 38.00	\$ 4,826.00		\$ -	127.00	127.00	\$ 4,826.00	0.00	100.00%
9	STORM SEWER CULVERT, TRENCHED, PVC, 18 IN. DIA.	LF	60.00		60.00	\$ 115.00	\$ 11,500.00		\$ -	60.00	60.00	\$ 11,500.00	0.00	100.00%
10	STORM SEWER CULVERT, TRENCHED, CMP, 30 IN. DIA.	LF	24.00	(24.00)	0.00	\$ 205.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
11	PIPE APRON, METAL, 18 IN.	EA	2.00		2.00	\$ 751.00	\$ 1,502.00		\$ -	2.00	2.00	\$ 1,502.00	0.00	100.00%
12	PIPE APRON, METAL, 30 IN.	EA	2.00	(2.00)	0.00	\$ 635.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
13	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), 24 IN.	LF	3,352.00	1.00	3,353.00	\$ 127.00	\$ 427,101.00		\$ -	3,353.00	3,353.00	\$ 427,101.00	0.00	100.00%
14	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	1,208.00	(57.00)	1,151.00	\$ 215.00	\$ 247,465.00		\$ -	1,151.00	1,151.00	\$ 247,465.00	0.00	100.00%
15	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 12 IN.	LF	21.00	(1.00)	20.00	\$ 176.00	\$ 3,520.00		\$ -	20.00	20.00	\$ 3,520.00	0.00	100.00%
16	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 16 IN.	LF	71.00	(3.00)	68.00	\$ 154.00	\$ 10,472.00		\$ -	68.00	68.00	\$ 10,472.00	0.00	100.00%
17	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	260.00	(66.00)	194.00	\$ 451.00	\$ 87,514.00		\$ -	194.00	194.00	\$ 87,514.00	0.00	100.00%
18	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING	LF	68.00		68.00	\$ 1,007.00	\$ 68,476.00		\$ -	68.00	68.00	\$ 68,476.00	0.00	100.00%
19	FITTINGS BY WEIGHT, DUCTILE IRON PIPE	LB	11,370.00	(2,581.00)	8,789.00	\$ 6.00	\$ 52,734.00		\$ -	8,789.00	8,789.00	\$ 52,734.00	0.00	100.00%
20	VALVE, GATE, DIP, 24 IN.	EA	2.00		2.00	\$ 18,700.00	\$ 37,400.00		\$ -	2.00	2.00	\$ 37,400.00	0.00	100.00%
21	VALVE, GATE, DIP, 18 IN.	EA	2.00		2.00	\$ 6,340.00	\$ 12,680.00		\$ -	2.00	2.00	\$ 12,680.00	0.00	100.00%
22	FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	\$ 4,660.00	\$ 13,980.00		\$ -	3.00	3.00	\$ 13,980.00	0.00	100.00%
23	REMOVE AND RELOCATE FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	\$ 1,555.00	\$ 4,665.00		\$ -	3.00	3.00	\$ 4,665.00	0.00	100.00%
24	CURB & GUTTER, PORTLAND CEMENT CONCRETE, 30 IN. WIDE, 8 INCH THICK	LF	26.00	33.00	59.00	\$ 65.00	\$ 3,835.00		\$ -	59.00	59.00	\$ 3,835.00	0.00	100.00%
25	REMOVAL OF DRIVEWAY	SY	112.00	116.00	228.00	\$ 32.00	\$ 7,296.00		\$ -	228.00	228.00	\$ 7,296.00	0.00	100.00%
26	REMOVAL OF SHARED-USE PATH/SIDEWALK	SY	327.00	232.60	559.60	\$ 14.00	\$ 7,834.40		\$ -	559.60	559.60	\$ 7,834.40	0.00	100.00%
27	SHARED-USE PATH, PCC, 5 IN.	SY	270.00	216.40	486.40	\$ 68.00	\$ 33,075.20		\$ -	486.40	486.40	\$ 33,075.20	0.00	100.00%
28	SIDEWALK, PCC, 4 IN.	SY	27.00	(16.00)	11.00	\$ 78.00	\$ 858.00		\$ -	11.00	11.00	\$ 858.00	0.00	100.00%
29	SIDEWALK, PCC, 6 IN.	SY	53.00	60.60	113.60	\$ 70.00	\$ 7,952.00		\$ -	113.60	113.60	\$ 7,952.00	0.00	100.00%
30	DETECTABLE WARNINGS	SF	54.00	22.00	76.00	\$ 59.00	\$ 4,484.00		\$ -	76.00	76.00	\$ 4,484.00	0.00	100.00%
31	DRIVEWAY, HMA, 8 IN.	SY	109.00	21.40	130.40	\$ 71.00	\$ 9,258.40		\$ -	130.40	130.40	\$ 9,258.40	0.00	100.00%
32	GRANULAR SURFACING ON DRIVEWAY, CLASS A CRUSHED STONE, 6 IN.	SY	55.00	28.00	83.00	\$ 25.00	\$ 2,075.00		\$ -	83.00	83.00	\$ 2,075.00	0.00	100.00%
33	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE III	EA	6.00		6.00	\$ 2,130.00	\$ 12,780.00		\$ -	6.00	6.00	\$ 12,780.00	0.00	100.00%
34	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE IV	EA	3.00		3.00	\$ 2,450.00	\$ 7,350.00		\$ -	3.00	3.00	\$ 7,350.00	0.00	100.00%
35	FIBER CONDUIT, TRENCHED, 2 IN., HDPE SDR 13.5	LF	5,751.00	(60.00)	5,691.00	\$ 5.00	\$ 28,455.00		\$ -	5,691.00	5,691.00	\$ 28,455.00	0.00	100.00%
36	FIBER CONDUIT, TRENCHLESS, 2 IN., HDPE SDR 13.5	LF	518.00		518.00	\$ 5.00	\$ 2,590.00		\$ -	518.00	518.00	\$ 2,590.00	0.00	100.00%
37	TEMPORARY TRAFFIC CONTROL	LS	1.00	0.32	1.32	\$ 12,200.00	\$ 16,060.00		\$ -	1.32	1.32	\$ 16,060.00	0.00	100.00%
38	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 4) URBAN	AC	2.25	(1.45)	0.80	\$ 765.00	\$ 612.00		\$ -	0.80	0.80	\$ 612.00	0.00	100.00%
39	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 5) RURAL	AC	1.05	(1.05)	0.00	\$ 765.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
40	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 1) URBAN	AC	2.25	4.07	6.32	\$ 3,315.00	\$ 20,958.00		\$ -	6.32	6.32	\$ 20,958.00	0.00	100.00%
41	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 2) RURAL	AC	1.05	(1.05)	0.00	\$ 3,060.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
42	FILTER SOCKS/WATTLES, 12 IN. DIA.	LF	170.00	620.00	790.00	\$ 3.00	\$ 2,370.00		\$ -	790.00	790.00	\$ 2,370.00	0.00	100.00%
43	FILTER SOCKS/WATTLES, REMOVAL	LF	170.00	410.00	580.00	\$ 1.00	\$ 580.00		\$ -	580.00	580.00	\$ 580.00	0.00	100.00%
44	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2.D	SY	595.00	1,561.00	2,156.00	\$ 1.50	\$ 3,234.00		\$ -	2,156.00	2,156.00	\$ 3,234.00	0.00	100.00%
45	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	3,200.00	(3,200.00)	0.00	\$ 1.50	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
46	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	3,200.00	(3,200.00)	0.00	\$ 0.05	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
47	MOBILIZATION	LS	1.00		1.00	\$ 71,226.25	\$ 71,226.25		\$ -	1.00	1.00	\$ 71,226.25	0.00	100.00%
48	CONCRETE WASHOUT ROLL OFF	LS	1.00		1.00	\$ 408.00	\$ 408.00		\$ -	1.00	1.00	\$ 408.00	0.00	100.00%
49	CONNECT TO EXISTING STORM SEWER	EA	4.00	(2.00)	2.00	\$ 1,004.00	\$ 2,008.00		\$ -	2.00	2.00	\$ 2,008.00	0.00	100.00%
50	CONNECT TO EXISTING WATER MAIN	EA	5.00		5.00	\$ 5,565.00	\$ 27,825.00		\$ -	5.00	5.00	\$ 27,825.00	0.00	100.00%
51	TEMPORARY WATER SERVICE CONNECTION	EA	1.00	(1.00)	0.00	\$ 5,370.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
52	DEWATERING	LS	1.00		1.00	\$ 2,635.00	\$ 2,635.00		\$ -	1.00	1.00	\$ 2,635.00	0.00	100.00%
53	CO-01: MATERIAL PROCUREMENT, 24-IN PVC - MAY 2021	LS	0.00	1.00	1.00	\$ 14,850.00	\$ 14,850.00		\$ -	1.00	1.00	\$ 14,850.00	0.00	100.00%
54	CO-01: PAVEMENT, PCC, 6IN	SY	0.00	75.00	75.00	\$ 135.00	\$ 10,200.00		\$ -	75.00	75.00	\$ 10,200.00	0.00	100.00%
55	CO-02: STORM INTAKE BASKETS	EA	0.00	6.00	6.00	\$ 215.00	\$ 1,290.00		\$ -	6.00	6.00	\$ 1,290.00	0.00	100.00%
56	CO-03: WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING - JANUARY 2022	LF	0.00	68.00	68.00	\$ 1,072.00	\$ 72,896.00		\$ -	68.00	68.00	\$ 72,896.00	0.00	100.00%
57	CO-03: MATERIAL PROCUREMENT, 24-IN PVC - JANUARY 2022	LS	0.00	1.00	1.00	\$ 60,000.00	\$ 60,000.00		\$ -	1.00	1.00	\$ 60,000.00	0.00	100.00%
58	CO-04: RECP STRAW BLANKET	LS	0.00	1.00	1.00	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%
59	ADJUSTMENT OF AS-BUILT PROJECT QUANTITIES (Reflected in Quantities Above)	-	0.00	0.00	0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	100.00%
60	NORTHERN PIPE SECTION: ADDITIONAL SERVICES - WATER LEAK REPAIRS	LS	0.00	1.00	1.00	\$ (30,320.01)	\$ (30,320.01)	1.00	\$ (30,320.01)	0.00	1.00	\$ (30,320.01)	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 1,454,932.04 PAY PERIOD = \$ (30,320.01)

COMPLETED = \$ 1,454,932.04

100.00%

BOND RIDER

Bond No. 30119456

This Rider forms a part of and is attached to the **Performance, Payment and Maintenance Bond No. 30119456**, dated **February 1, 2021**, in the initial penal sum of **\$1,379,870.00**, executed by **McAninch Corporation**, as Principal ("Contractor" or "Principal") and **Western Surety Company** as Surety ("Surety") in favor of the **City of Ankeny, Iowa** as Obligee ("Jurisdiction") for the Contract on the **Irvinedale Drive Transmission Main – Phase 3** (the "Contract").

WHEREAS, the Jurisdiction requires that the Maintenance Period under the Bond be extended for an additional four (4) years from the date of acceptance of the work under the Contract, bringing the total Maintenance Period to eight (8) years, and the Surety and Contractor have agreed to modify the Bond accordingly.

NOW, THEREFORE, the Bond is modified as follows:

1. The following new provisions are added to the Bond:

5. EXTENDED MAINTENANCE PERIOD: The Contractor and the Surety on this Bond hereby agree, at their own expense, that the obligations of Contractor and Surety under Paragraph 3 of the Bond to remedy defects, keep the work in good repair and pay the Jurisdiction's reasonable costs of monitoring and inspecting are hereby extended for an additional four (4) years, over and above the initial four (4) years in Paragraph 3. This brings the total Maintenance Period to eight (8) years from the date of acceptance of the work under the Contract.

2. In no event shall Contractor's and Surety's obligations regarding Maintenance extend for a period of longer than eight years from the date of acceptance of the work under the Contract.
3. Except as modified herein, all other terms and conditions of the Bond shall remain in full force and effect, including all other time periods under the Bond.

SIGNED, SEALED AND DATED this 5th day of December, 2023.

PRINCIPAL:

McAninch Corporation

By: [Signature]

Name: JOSE BENSON

Title: VICE-PRESIDENT



SURETY:

Western Surety Company

By: [Signature]

Name: Nicole Stillings

Title: Attorney-in-Fact

Company Name: Holmes Murphy & Associates, LLC

Company Address:
225 South 6th Street, Suite 1900
Minneapolis, MN 55402

Company Telephone Number: 612-349-2400

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

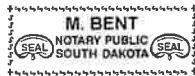
State of South Dakota
County of Minnehaha

} ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of December 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



Warranty on seeding

Project Name: Irvinedale Drive Transmission Main – Phase 3

Location: Ankeny, Iowa

McAninch warrants the seeding performed per spec with hydro-mulch in the fall of 2023, located at the repair areas on the Irvinedale Transmission Main project if the germination requirements are not met. First location is near the future water tower where a meter pit was installed. Second location is near the intersection of NW 29th St and NW Irvinedale Dr., where a tap was removed.

This warranty is expressly made in lieu of any other warranty, expressed or implied.


Josh Benson, Vice President

12/11/23
Date

McAninch Corporation

Corporate Address 4001 Delaware Avenue, Des Moines, Iowa 50313-2543 515-267-2500 FAX 515-267-2550

Mailing Address P.O. Box 1486 Des Moines, Iowa 50305-1486

www.mcaninchcorp.com



Warranty on Fiber Conduit

Project Name: Irvinedale Drive Transmission Main – Phase 3

Location: Ankeny, Iowa

McAninch warrants the conduit that was installed at following coordinates and location on map for the period of the Bond.

Approx Coordinates : 41°44'30.4"N 93°38'19.5"W

This warranty is expressly made in lieu of any other warranty, expressed or implied.


Josh Benson, Vice President

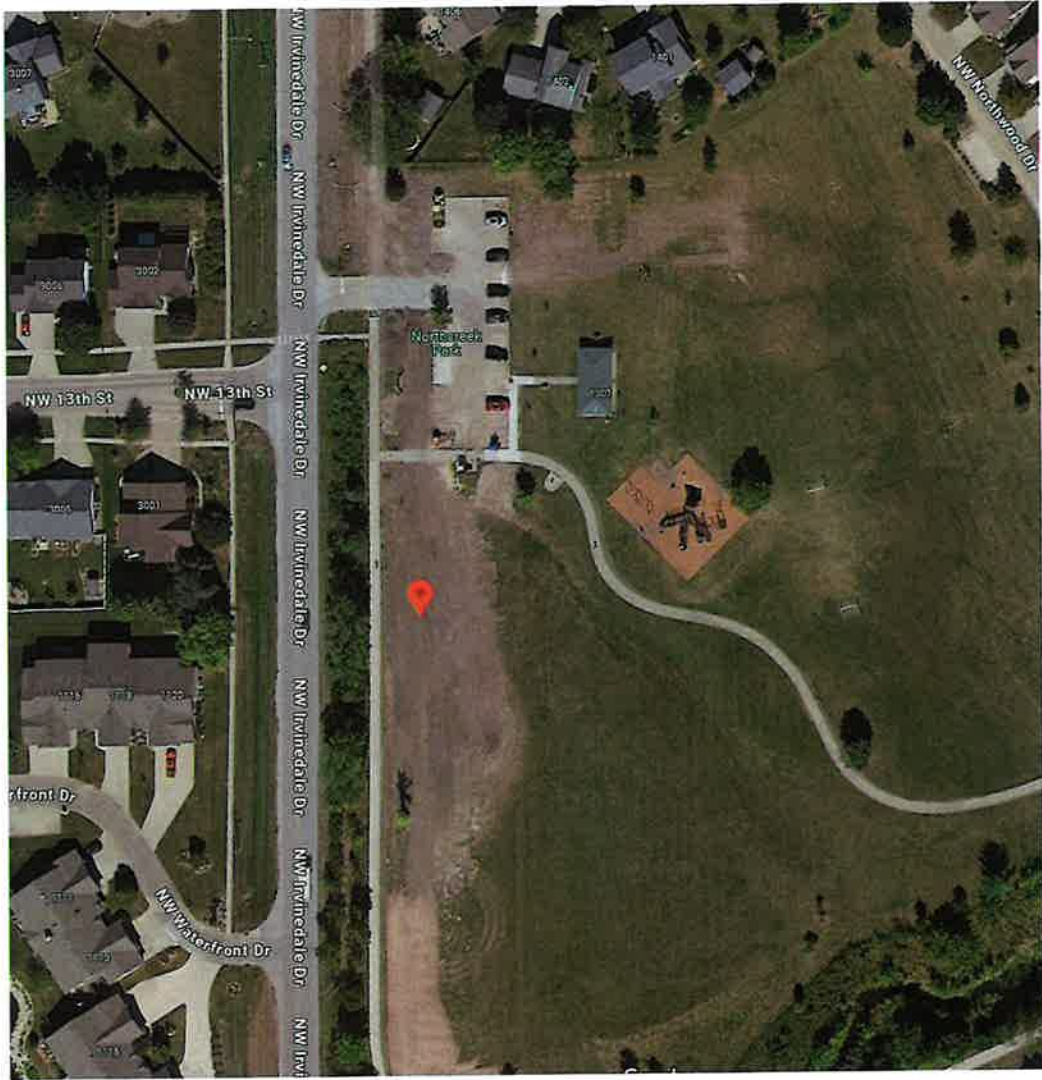
12/11/23
Date

McAninch Corporation

Corporate Address 4001 Delaware Avenue, Des Moines, Iowa 50313-2543 515-267-2500 FAX 515-267-2550

Mailing Address P.O. Box 1486 Des Moines, Iowa 50305-1486

www.mcaninchcorp.com



Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE IRVINEDALE DRIVE TRANSMISSION MAIN - PHASE 3", 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 IRVINEDALE DRIVE TRANSMISSION MAIN - PHASE 3

WHEREAS, on the 1st day of February, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with McAninch Corporation of Des Moines, Iowa, for the construction of certain public improvements generally described as the Irvinedale Drive Transmission Main - Phase 3; 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 2, 2024:

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 \$1,464,902.04, as shown in the report of the Engineer.

PASSED AND APPROVED this 2nd day of January, 2024.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard: Consider motion to approve: a) Final Change Order #5 decreasing the contract amount by \$62,474.49; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Elder Corporation in the amount of \$4,290,894.51; and d) Final Payment #8 in the amount of \$36,105.29 and Release of Retainage in the amount of \$214,544.73.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Elder Corporation for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

The NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project is now complete. A series of actions are needed in order to close out this construction project:

1) Approval of the Final Change Order #5 decreasing the contract amount by \$62,474.49.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project and establishes the final contract amount to be \$4,290,894.51.

4) Final Payment: Elder Corporation = \$36,105.29

Retainage Payment: Elder Corporation = \$214,544.73

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #5 decreasing the contract amount by \$62,474.49.
2. Accept the Certificate of Completion from the project engineer for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.
3. Adopt the Resolution accepting the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project with Elder Corporation in the final contract amount of \$4,290,894.51; and
4. Authorize final payment to Elder Corporation in the amount of \$36,105.29 and release of retainage payment in the amount of \$214,544.73 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 19, 2022: The council approved a motion to adopt a Resolution accepting the proposal from Elder Corporation in the amount of \$4,355,000.00 for the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application #8 (Final)
 Change Order #5 (Final)
 Certificate of Completion
 Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: Elder Corporation
Address: 5088 E University Avenue; Des Moines, IA 50327
Finance Budget Code: 953.3953.4451 **Finance Project #** 953.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: December 19, 2022 **Vendor #** 5340

Date of Council Meeting: January 2, 2024 **PAYMENT REQUEST #** 8 (Final)
PAYMENT PERIOD: From: October 1, 2023 Through: December 2, 2023

Contract Summary

Original Contract Amount:	\$	4,355,000.00	
Net change by Change Orders:	\$	(64,105.49)	
Contract Amount to Date: (line 1 ± 2)	\$	4,290,894.51	
Total completed and stored to date:	\$	4,290,894.51	
Retainage: 5 % of Completed Work:	\$	214,544.73	
Total Earned less Retainage:	\$	4,076,349.78	
Less previous applications for payment:	\$	4,040,244.49	
SUBTOTAL	\$		36,105.29

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 36,105.29

Balance to finish, including retainage: \$ 214,544.73

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Elder Corporation

Wade Harris, P.E.

Digitally signed by Wade Harris, P.E.
DN: cn=US, email=wadeharris@eldercorp.com,
o=Elder Corporation, ou=Project Manager,
cn=Wade Harris, P.E.
Reason: I am approving this document
Date: 2023.12.12 09:42:00-0500

Firm Name

Signature

12/12/23

Date

Engineer / Consultant Approval:

McClure Engineering Company

Signature

December 12, 2023

Date

City of Ankeny Staff Approval:

Signature

12/18/2023

Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

jhaberichter@AnkenyIowa.gov

Phone:

(515) 963-3536

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	\$ 75,546.81
2	May 15, 2023	\$ 294,819.59
3	June 19, 2023	\$ 278,014.09
4	July 17, 2023	\$ 738,396.76
5	August 21, 2023	\$ 1,252,887.43
6	September 18, 2023	\$ 968,257.85
7	October 16, 2023	\$ 432,321.96
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 4,040,244.49

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
3	August 21, 2023	\$ (3,943.50)
4	September 18, 2023	\$ (1,042.50)
5	January 2, 2024	\$ (62,474.49)
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CHANGE ORDER TOTAL = \$ (64,105.49)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	March 27, 2023

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	1.0
Total Working Days:	131.0
Working Days Used to Date:	131.0
Working Days Remaining:	0.0

Full Completion

Contract Working Days:	10.0
Added by Change Order:	0.0
Total Working Days:	10.0
Working Days Used to Date:	10.0
Working Days Remaining:	0.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (include Change Order # if Applicable)	UNITS	TOTAL 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 PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	UNIT	166.40	13.40	179.80	\$ 135.00	\$ 24,273.00	0.00	\$ -	179.80	179.80	\$ 24,273.00	0.00	100.00%
2.02	CLEARING AND GRUBBING	UNIT	2024.00		2024.00	\$ 31.50	\$ 63,756.00	0.00	\$ -	2024.00	2,024.00	\$ 63,756.00	0.00	100.00%
2.03	TOPSOIL ON-SITE, 6-INCH DEPTH	CY	10618.00		10618.00	\$ 4.25	\$ 45,126.50	0.00	\$ -	10618.00	10,618.00	\$ 45,126.50	0.00	100.00%
2.04	EXCAVATION, CLASS 10	CY	22247.00	236.00	22483.00	\$ 2.25	\$ 50,586.75	0.00	\$ -	22483.00	22,483.00	\$ 50,586.75	0.00	100.00%
2.05	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	4450.00	-4392.50	57.50	\$ 5.00	\$ 287.50	0.00	\$ -	57.50	57.50	\$ 287.50	0.00	100.00%
2.06	MODIFIED, GEGRID, TRIANGULAR	SY	21170.00	235.00	21405.00	\$ 11.50	\$ 246,157.50	0.00	\$ -	21405.00	21,405.00	\$ 246,157.50	0.00	100.00%
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	\$ 830.00	\$ 830.00	0.00	\$ -	1.00	1.00	\$ 830.00	0.00	100.00%
2.08	COMPACTION OF STRUCTURE	LS	1.00		1.00	\$ 3,100.00	\$ 3,100.00	0.00	\$ -	1.00	1.00	\$ 3,100.00	0.00	100.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
4.01	SEWERS AND DRAINS	LF	902.00	3.00	905.00	\$ 92.00	\$ 83,260.00	0.00	\$ -	905.00	905.00	\$ 83,260.00	0.00	100.00%
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	96.00	4.00	100.00	\$ 184.00	\$ 18,400.00	0.00	\$ -	100.00	100.00	\$ 18,400.00	0.00	100.00%
4.03	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	190.00	10.00	200.00	\$ 163.00	\$ 32,600.00	0.00	\$ -	200.00	200.00	\$ 32,600.00	0.00	100.00%
4.04	STORM SEWER, TRENCHED, RCP, 30-INCH DIAMETER	LF	56.00		56.00	\$ 138.00	\$ 7,728.00	0.00	\$ -	56.00	56.00	\$ 7,728.00	0.00	100.00%
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00	30.00	811.00	\$ 27.50	\$ 22,302.50	0.00	\$ -	811.00	811.00	\$ 22,302.50	0.00	100.00%
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	\$ 35.00	\$ 213,605.00	0.00	\$ -	6103.00	6,103.00	\$ 213,605.00	0.00	100.00%
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00	2.00	10.00	\$ 2,800.00	\$ 28,000.00	0.00	\$ -	10.00	10.00	\$ 28,000.00	0.00	100.00%
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00	2.00	54.00	\$ 630.00	\$ 34,020.00	0.00	\$ -	54.00	54.00	\$ 34,020.00	0.00	100.00%
4.09	REMOVAL OF SUBDRAIN	LF	269.00	-89.00	180.00	\$ 18.00	\$ 3,240.00	0.00	\$ -	180.00	180.00	\$ 3,240.00	0.00	100.00%
5.01	WATER MAINS AND APPURTENANCES	LF	36.00	2.00	38.00	\$ 127.00	\$ 4,826.00	0.00	\$ -	38.00	38.00	\$ 4,826.00	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00	1.00	239.00	\$ 172.00	\$ 41,108.00	0.00	\$ -	239.00	239.00	\$ 41,108.00	0.00	100.00%
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 870.00	\$ 870.00	0.00	\$ -	1.00	1.00	\$ 870.00	0.00	100.00%
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00	-1.00	0.00	\$ 1,000.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00	4.00	6.00	\$ 2,000.00	\$ 12,000.00	0.00	\$ -	6.00	6.00	\$ 12,000.00	0.00	100.00%
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00	1.00	2.00	\$ 1,300.00	\$ 2,600.00	0.00	\$ -	2.00	2.00	\$ 2,600.00	0.00	100.00%
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00	2.00	277.00	\$ 23.00	\$ 6,371.00	0.00	\$ -	277.00	277.00	\$ 6,371.00	0.00	100.00%
5.08	VALVE, GATE, 6-INCH DIAMETER, AUXILIARY	EA	1.00	1.00	2.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	2.00	2.00	\$ 1,800.00	0.00	100.00%
5.09	VALVE, GATE, 8-INCH DIAMETER	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00	0.00	\$ -	2.00	2.00	\$ 4,800.00	0.00	100.00%
5.10	VALVE, GATE, 12-INCH DIAMETER	EA	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
5.11	VALVE REMOVAL	EA	1.00		1.00	\$ 660.00	\$ 660.00	0.00	\$ -	1.00	1.00	\$ 660.00	0.00	100.00%
5.12	REMOVE, SALVAGE AND REINSTALL FIRE HYDRANT	EA	1.00		1.00	\$ 9,700.00	\$ 9,700.00	0.00	\$ -	1.00	1.00	\$ 9,700.00	0.00	100.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$ 5,300.00	\$ 15,900.00	0.00	\$ -	3.00	3.00	\$ 15,900.00	0.00	100.00%
6.02	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	\$ 7,400.00	\$ 22,200.00	0.00	\$ -	3.00	3.00	\$ 22,200.00	0.00	100.00%
6.03	MANHOLE, SW-401, 60-INCH DIAMETER	EA	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	1.00	1.00	\$ 14,000.00	0.00	100.00%
6.04	INTAKE, SW-501	EA	2.00		2.00	\$ 3,400.00	\$ 6,800.00	0.00	\$ -	2.00	2.00	\$ 6,800.00	0.00	100.00%
6.05	INTAKE, SW-504, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	1.00	1.00	\$ 10,000.00	0.00	100.00%
6.06	INTAKE, SW-505	EA	24.00		24.00	\$ 5,700.00	\$ 136,800.00	0.00	\$ -	24.00	24.00	\$ 136,800.00	0.00	100.00%
6.07	INTAKE, SW-506	EA	3.00		3.00	\$ 9,000.00	\$ 27,000.00	0.00	\$ -	3.00	3.00	\$ 27,000.00	0.00	100.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR, SELF-LEVEL CASTING	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	1.00	\$ 3,200.00	0.00	100.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR, SELF-LEVEL CASTING	EA	2.00		2.00	\$ 4,600.00	\$ 9,200.00	0.00	\$ -	2.00	2.00	\$ 9,200.00	0.00	100.00%
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	1.00	\$ 3,000.00	0.00	100.00%
6.11	REMOVE MANHOLE	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	0.00	\$ -	1.00	1.00	\$ 1,400.00	0.00	100.00%
6.12	REMOVE INTAKE	EA	22.00	1.00	23.00	\$ 1,100.00	\$ 25,300.00	0.00	\$ -	23.00	23.00	\$ 25,300.00	0.00	100.00%
7.01	STREETS AND RELATED WORK	SY	933.00		933.00	\$ 85.00	\$ 79,305.00	0.00	\$ -	933.00	933.00	\$ 79,305.00	0.00	100.00%
7.02	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	3647.00	215.00	3862.00	\$ 90.00	\$ 347,580.00	0.00	\$ -	3862.00	3,862.00	\$ 347,580.00	0.00	100.00%
7.03	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	14678.00	51.80	14729.80	\$ 95.00	\$ 1,399,331.00	0.00	\$ -	14729.80	14,729.80	\$ 1,399,331.00	0.00	100.00%
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	143.00	-51.80	91.20	\$ 150.00	\$ 13,680.00	0.00	\$ -	91.20	91.20	\$ 13,680.00	0.00	100.00%
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	\$ 53.00	\$ 477.00	0.00	\$ -	9.00	9.00	\$ 477.00	0.00	100.00%
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	\$ 83.00	\$ 16,351.00	0.00	\$ -	197.00	197.00	\$ 16,351.00	0.00	100.00%
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	\$ 86.00	\$ 5,418.00	0.00	\$ -	63.00	63.00	\$ 5,418.00	0.00	100.00%
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 18,000.00	\$ 18,000.00	0.00	\$ -	1.00	1.00	\$ 18,000.00	0.00	100.00%
7.09	REMOVAL OF SIDEWALK	SY	2567.00	-244.00	2323.00	\$ 6.25	\$ 14,456.25	0.00	\$ -	2323.00	2,323.00	\$ 14,456.25	0.00	100.00%
7.10	REMOVAL OF DRIVEWAY	SY	349.00	3.00	352.00	\$ 9.00	\$ 3,168.00	0.00	\$ -	352.00	352.00	\$ 3,168.00	0.00	100.00%
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00	-141.00	728.00	\$ 59.00	\$ 42,952.00	0.00	\$ -	728.00	728.00	\$ 42,952.00	0.00	100.00%
7.12	SIDEWALK, PCC, 6-INCH THICK	SY	1224.00	105.00	1329.00	\$ 63.00	\$ 83,727.00	0.00	\$ -	1329.00	1,329.00	\$ 83,727.00	0.00	100.00%
7.13	SIDEWALK, PCC, 8-INCH THICK	SY	361.00		361.00	\$ 65.00	\$ 23,465.00	0.00	\$ -	361.00	361.00	\$ 23,465.00	0.00	100.00%
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	\$ 53.00	\$ 23,002.00	0.00	\$ -	434.00	434.00	\$ 23,002.00	0.00	100.00%
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00	6.00	51.00	\$ 76.00	\$ 3,876.00	0.00	\$ -	51.00	51.00	\$ 3,876.00	0.00	100.00%
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	TON	1055.00	-1034.01	20.99	\$ 50.00	\$ 1,049.50	0.00	\$ -	20.99	20.99	\$ 1,049.50	0.00	100.00%
7.17	PAVEMENT OVER-EXCAVATION	TON	15637.00	203.00	15840.00	\$ 9.00	\$ 142,560.00	0.00	\$ -	15840.00	15,840.00	\$ 142,560.00	0.00	100.00%
7.18	PAVEMENT REMOVAL	TON	184.00		184.00	\$ 64.00	\$ 11,776.00	0.00	\$ -	184.00	184.00	\$ 11,776.00	0.00	100.00%
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00	11.39	195.39	\$ 64.00	\$ 12,504.96	0.00	\$ -	195.39	195.39	\$ 12,504.96	0.00	100.00%
TRAFFIC CONTROL														

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00		1.00	\$ 223,000.00	\$ 223,000.00	0.00	\$ -	1.00	1.00	\$ 223,000.00	0.00	100.00%
8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00		1.00	\$ 218,000.00	\$ 218,000.00	0.00	\$ -	1.00	1.00	\$ 218,000.00	0.00	100.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00		1.00	\$ 6,200.00	\$ 6,200.00	0.00	\$ -	1.00	1.00	\$ 6,200.00	0.00	100.00%
8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	176.54	-4.32	171.72	\$ 101.00	\$ 17,343.72	97.85	\$ 9,882.85	73.87	171.72	\$ 17,343.72	0.00	100.00%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00		43.00	\$ 160.00	\$ 6,880.00	31.00	\$ 4,960.00	12.00	43.00	\$ 6,880.00	0.00	100.00%
8.07	RAISED PAVEMENT MARKERS	EA	102.00	5.00	107.00	\$ 26.50	\$ 2,835.50	59.00	\$ 1,563.50	48.00	107.00	\$ 2,835.50	0.00	100.00%
8.08	PAVEMENT MARKINGS REMOVED	STA	37.37	-6.50	30.87	\$ 101.00	\$ 3,117.87	-2.32	\$ (234.32)	33.19	30.87	\$ 3,117.87	0.00	100.00%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00	1.00	5.00	\$ 160.00	\$ 800.00	1.00	\$ 160.00	4.00	5.00	\$ 800.00	0.00	100.00%
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	138.20	-4.82	133.38	\$ 69.00	\$ 9,203.22	59.51	\$ 4,106.19	73.87	133.38	\$ 9,203.22	0.00	100.00%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00		43.00	\$ 128.00	\$ 5,504.00	31.00	\$ 3,968.00	12.00	43.00	\$ 5,504.00	0.00	100.00%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 42,000.00	\$ 42,000.00	0.00	\$ -	1.00	1.00	\$ 42,000.00	0.00	100.00%
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMs)	CDAY	70.00		70.00	\$ 107.00	\$ 7,490.00	0.00	\$ -	70.00	70.00	\$ 7,490.00	0.00	100.00%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00	-1300.00	455.00	\$ 6.50	\$ 2,957.50	0.00	\$ -	455.00	455.00	\$ 2,957.50	0.00	100.00%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00	-840.00	465.00	\$ 1.00	\$ 465.00	0.00	\$ -	465.00	465.00	\$ 465.00	0.00	100.00%
8.16	TRACER WIRE AND PULL ROPE	LF	570.00	-480.00	30.00	\$ 1.25	\$ 37.50	0.00	\$ -	30.00	30.00	\$ 37.50	0.00	100.00%
8.17	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER	LF	1755.00	-1300.00	455.00	\$ 13.25	\$ 6,161.25	0.00	\$ -	455.00	455.00	\$ 6,161.25	0.00	100.00%
8.18	FIBER OPTIC SPLICE	EA	108.00	-84.00	24.00	\$ 66.00	\$ 1,584.00	0.00	\$ -	24.00	24.00	\$ 1,584.00	0.00	100.00%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00	-4.00	1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	1.00	1.00	\$ 1,800.00	0.00	100.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00	-1.00	1.00	\$ 2,800.00	\$ 2,800.00	0.00	\$ -	1.00	1.00	\$ 2,800.00	0.00	100.00%
8.21	SPLICE CASE	EA	1.00	-1.00	0.00	\$ 1,600.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
8.22	INSTALL FIBER ENCLOSURE PANEL, SPH-01P, DIN RAIL MOUNTED, CITY-FURNISHED	EA	2.00		2.00	\$ 360.00	\$ 720.00	0.00	\$ -	2.00	2.00	\$ 720.00	0.00	100.00%
8.23	INSTALL COH PANEL, CH-CP-12-A9-P03RH, CITY-FURNISHED	EA	5.00		5.00	\$ 850.00	\$ 4,250.00	0.00	\$ -	5.00	5.00	\$ 4,250.00	0.00	100.00%
8.24	REMOVE EXISTING HANDHOLES	EA	117.80	12.00	129.80	\$ 43.00	\$ 5,581.40	82.80	\$ 3,560.40	47.00	129.80	\$ 5,581.40	0.00	100.00%
8.25	WOOD POSTS	SF	122.00	36.00	158.00	\$ 21.50	\$ 3,397.00	158.00	\$ 3,397.00	0.00	158.00	\$ 3,397.00	0.00	100.00%
8.26	ROUND STEEL POSTS	LF	68.00		68.00	\$ 32.00	\$ 2,176.00	0.00	\$ -	68.00	68.00	\$ 2,176.00	0.00	100.00%
8.27	ROUND STEEL POST ANCHORS	EA	7.00		7.00	\$ 160.00	\$ 1,120.00	0.00	\$ -	7.00	7.00	\$ 1,120.00	0.00	100.00%
8.28	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00	-1.00	1.00	\$ 270.00	\$ 270.00	1.00	\$ 270.00	0.00	1.00	\$ 270.00	0.00	100.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	33.00	1.00	34.00	\$ 270.00	\$ 9,180.00	1.00	\$ 270.00	33.00	34.00	\$ 9,180.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10	-3.10	0.00	\$ 480.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10	-0.10	3.00	\$ 2,300.00	\$ 6,900.00	3.00	\$ 6,900.00	0.00	3.00	\$ 6,900.00	0.00	100.00%
9.03	FILTER SOCK, 9-INCH	LF	8400.00	-3986.00	4404.00	\$ 2.00	\$ 8,808.00	0.00	\$ -	4404.00	4404.00	\$ 8,808.00	0.00	100.00%
9.04	FILTER SOCK REMOVAL	LF	8400.00	-4963.00	3437.00	\$ 0.25	\$ 859.25	3437.00	\$ 859.25	0.00	3437.00	\$ 859.25	0.00	100.00%
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	6.20	-3.20	3.00	\$ 3,200.00	\$ 9,600.00	3.00	\$ 9,600.00	0.00	3.00	\$ 9,600.00	0.00	100.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00	-37.00	0.00	\$ 128.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00	3.00	71.00	\$ 128.00	\$ 9,088.00	3.00	\$ 384.00	65.00	71.00	\$ 9,088.00	0.00	100.00%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00	-88.00	48.00	\$ 16.00	\$ 768.00	48.00	\$ 768.00	0.00	48.00	\$ 768.00	0.00	100.00%
9.09	REMOVAL OF FENCE	LF	88.00		88.00	\$ 45.00	\$ 3,960.00	0.00	\$ -	88.00	88.00	\$ 3,960.00	0.00	100.00%
MISCELLANEOUS														
11.01	MOBILIZATION	LS	1.00		1.00	\$ 89,430.64	\$ 89,430.64	0.00	\$ -	1.00	1.00	\$ 89,430.64	0.00	100.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$ 530.00	\$ 530.00	0.00	\$ -	1.00	1.00	\$ 530.00	0.00	100.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	1.00	1.00	\$ 1,600.00	0.00	100.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00		2.00	\$ 2,200.00	\$ 4,400.00	0.00	\$ -	2.00	2.00	\$ 4,400.00	0.00	100.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	1.00	1.00	\$ 12,000.00	0.00	100.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	1.00	\$ 3,200.00	0.00	100.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00		1.00	\$ 480.00	\$ 480.00	0.00	\$ -	1.00	1.00	\$ 480.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	0.00	1.00	1.00	\$ 550.00	\$ 550.00	0.00	\$ -	1.00	1.00	\$ 550.00	0.00	100.00%
12.02	ADDITIONAL TEMPORARY SIGNAGE	LS	0.00	1.00	1.00	\$ 2,805.00	\$ 2,805.00	0.00	\$ -	1.00	1.00	\$ 2,805.00	0.00	100.00%
12.03	24" RCP STORM SEWER, POTHOLING, & DELIVERY	LF	0.00	73.00	73.00	\$ 231.08	\$ 16,869.00	0.00	\$ -	73.00	73.00	\$ 16,869.00	0.00	100.00%
12.04	INTAKE, SW-408, 4.5' X 4.5', CAST-IN-PLACE	EA	0.00	1.00	1.00	\$ 13,400.00	\$ 13,400.00	0.00	\$ -	1.00	1.00	\$ 13,400.00	0.00	100.00%
12.05	PRIVATE CONDUIT LOWERING	LS	0.00	1.00	1.00	\$ 787.50	\$ 787.50	0.00	\$ -	1.00	1.00	\$ 787.50	0.00	100.00%
12.06	SUBDRAIN CLEANOUT, TYPE A-1	EA	0.00	1.00	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	1.00	\$ 2,000.00	0.00	100.00%
12.07	ADDITIONAL SUBDRAIN INSTALLATION	LS	0.00	1.00	1.00	\$ 16,420.00	\$ 16,420.00	0.00	\$ -	1.00	1.00	\$ 16,420.00	0.00	100.00%
12.08	PAYMENT ADJUSTMENT DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EA	0.00	1.00	1.00	\$ (13,993.30)	\$ (13,993.30)	1.00	\$ (13,993.30)	0.00	1.00	\$ (13,993.30)	0.00	100.00%
12.09	FIBER OPTIC SPLICE BREAK / RE-SPLICE	LS	0.00	1.00	1.00	\$ 1,584.00	\$ 1,584.00	1.00	\$ 1,584.00	0.00	1.00	\$ 1,584.00	0.00	100.00%
STORED MATERIALS														
			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,290,894.51 PAY PERIOD = \$ 38,005.57

COMPLETED = \$ 4,290,894.51

100.00%

CHANGE ORDER FORM



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: Elder Corporation
Address: 5088 E University Avenue; Des Moines, IA 50327
Finance Budget Code: 953.3953.4451 **Finance Project #** 953.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: December 19, 2022 **Vendor #** 5340

Change Order Number: 5 (Final)

Change Order Date: January 2, 2024

Purpose of Change Order:

2.01 to 9.08 - Post-Construction balance of quantities per as-built data.

12.08 - Payment disincentive for 9" PCC Pavement Thickness.

12.09 - Additional fiber optic work needed to bring the signal at NW 18th Street and NW Briargate Drive on line.

Details of Change Order:

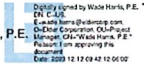
ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.01	CLEARING AND GRUBBING	UNIT	13.40	\$ 135.00	\$ 1,809.00
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	236.00	\$ 2.25	\$ 531.00
2.06	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	235.00	\$ 11.50	\$ 2,702.50
4.01	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	3.00	\$ 92.00	\$ 276.00
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH DIAMETER	LF	4.00	\$ 184.00	\$ 736.00
4.03	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	10.00	\$ 163.00	\$ 1,630.00
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	30.00	\$ 27.50	\$ 825.00
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	2.00	\$ 2,800.00	\$ 5,600.00
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	2.00	\$ 630.00	\$ 1,260.00
4.09	REMOVAL OF SUBDRAIN	LF	(89.00)	\$ 18.00	\$ (1,602.00)
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	2.00	\$ 127.00	\$ 254.00
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	1.00	\$ 172.00	\$ 172.00
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	(1.00)	\$ 1,000.00	\$ (1,000.00)
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	4.00	\$ 2,000.00	\$ 8,000.00
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00	\$ 1,300.00	\$ 1,300.00
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	2.00	\$ 23.00	\$ 46.00
6.12	REMOVE INTAKE	EA	1.00	\$ 1,100.00	\$ 1,100.00
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	215.00	\$ 90.00	\$ 19,350.00
7.03	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	51.80	\$ 95.00	\$ 4,921.00
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH, FULLY-REINFORCED	SY	(51.80)	\$ 150.00	\$ (7,770.00)
7.09	REMOVAL OF SIDEWALK	SY	(244.00)	\$ 6.25	\$ (1,525.00)
7.10	REMOVAL OF DRIVEWAY	SY	3.00	\$ 9.00	\$ 27.00
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	(141.00)	\$ 59.00	\$ (8,319.00)
7.12	SIDEWALK, PCC, 5-INCH THICK	SY	105.00	\$ 63.00	\$ 6,615.00
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	6.00	\$ 76.00	\$ 456.00
7.17	SUBBASE OVER-EXCAVATION	TON	(384.01)	\$ 50.00	\$ (19,200.50)
7.18	PAVEMENT REMOVAL	SY	203.00	\$ 9.00	\$ 1,827.00
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	11.39	\$ 64.00	\$ 728.96
8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	(4.82)	\$ 101.00	\$ (486.82)
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	1.00	\$ 160.00	\$ 160.00
8.07	RAISED PAVEMENT MARKERS	EA	5.00	\$ 26.50	\$ 132.50

CHANGE ORDER FORM

8.08	PAVEMENT MARKINGS REMOVED	STA	(6.50)	\$	101.00	\$ (656.50)
8.09	SYMBOLS AND LEGENDS REMOVED	EA	1.00	\$	160.00	\$ 160.00
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	(4.82)	\$	69.00	\$ (332.58)
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	1.00	\$	128.00	\$ 128.00
8.14	RELOCATE EXISTING FIBER CABLE	LF	(1,300.00)	\$	6.50	\$ (8,450.00)
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	(840.00)	\$	1.00	\$ (840.00)
8.16	TRACER WIRE AND PULL ROPE	LF	(480.00)	\$	1.25	\$ (600.00)
8.17	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER	LF	(1,300.00)	\$	13.25	\$ (17,225.00)
8.18	FIBER OPTIC SPLICE	EA	(84.00)	\$	66.00	\$ (5,544.00)
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	(4.00)	\$	1,800.00	\$ (7,200.00)
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	(1.00)	\$	2,800.00	\$ (2,800.00)
8.21	SPLICE CASE	EA	(1.00)	\$	1,600.00	\$ (1,600.00)
8.25	TRAFFIC SIGNS BY AREA	SF	12.00	\$	43.00	\$ 516.00
8.26	WOOD POSTS	LF	36.00	\$	21.50	\$ 774.00
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	(1.00)	\$	270.00	\$ (270.00)
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	1.00	\$	270.00	\$ 270.00
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	(3.10)	\$	480.00	\$ (1,488.00)
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	(0.10)	\$	2,300.00	\$ (230.00)
9.03	FILTER SOCK, 9-INCH	LF	(3,996.00)	\$	2.00	\$ (7,992.00)
9.04	FILTER SOCK, REMOVAL	LF	(4,963.00)	\$	0.25	\$ (1,240.75)
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	(3.20)	\$	3,200.00	\$ (10,240.00)
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	(37.00)	\$	128.00	\$ (4,736.00)
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	3.00	\$	128.00	\$ 384.00
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	(88.00)	\$	16.00	\$ (1,408.00)
12.08	PAYMENT ADJUSTMENT DISINCENTIVE FOR PCC PAYMENT THICKNESS	EA	1.00	\$	(13,993.30)	\$ (13,993.30)
12.09	FIBER OPTIC SPLICE BREAK / RE-SPLICE	LS	1.00	\$	1,584.00	\$ 1,584.00

Change Order Number: 5 makes the following adjustments to the Contract: \$ (62,474.49)

Contractor Accepted: Elder Corporation

Wade Harris, P.E.  Firm Name 12/12/23
Signature _____ Date _____

Engineer Approved: McClure Engineering Company

 Firm Name December 12, 2023
Signature _____ Date _____

Owner Accepted: City of Ankeny

Signature _____ Title _____
Date _____

Attest for Owner:

Signature _____ Title _____
Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,355,000.00
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
3	August 21, 2023	\$ (3,943.50)
4	September 18, 2023	\$ (1,042.50)
5	January 2, 2024	\$ (62,474.49)
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 4,290,894.51

CERTIFICATE OF COMPLETION

NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

Ankeny, Iowa

January 2, 2024

This is to certify that the construction improvements on the *NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$4,290,894.51**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, reading "Scott E. Port".

Scott E. Port, PE

Team Leader

McClure Engineering Company, Inc.

Iowa License Number 20264

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW 18TH STREET RECONSTRUCTION - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NW 18TH STREET RECONSTRUCTION - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

WHEREAS, on the **19th** day of **December**, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Elder Corporation** of **Des Moines, Iowa**, for the construction of certain public improvements generally described as the NW 18th Street Reconstruction - NW Ash Drive to North Ankeny Boulevard; 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 2, 2024**:

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 **\$4,290,894.51**, as shown in the report of the Engineer.

PASSED AND APPROVED this 2nd day of January, 2024.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SE 3rd Street Utility Improvements - Phase 1: Consider motion to approve: a) Final Change Order #5 increasing the contract amount by \$41,864.80; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Absolute Group in the amount of \$1,931,178.95; and d) Final Payment #16 in the amount of \$20,343.19 and Release of Retainage in the amount of \$96,558.95.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Absolute Group for the SE 3rd Street Utility Improvements - Phase 1 project.

The SE 3rd Street Utility Improvements - Phase 1 project is now complete. A series of actions are needed in order to close out this construction project:

1) Approval of the Final Change Order #5 increasing the contract amount by \$41,864.80.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the SE 3rd Street Utility Improvements - Phase 1 project and establishes the final contract amount to be \$1,931,178.95.

4) Final Payment: Absolute Group = \$20,343.19

Retainage Payment: Absolute Group = \$96,558.95

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project which was funded through the Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve Final Change Order #5 increasing the contract amount by \$41,864.80.
2. Accept the Engineer's Certificate of Completion from the project engineer for the SE 3rd Street Utility Improvements - Phase 1 project.
3. Adopt the Resolution accepting the SE 3rd Street Utility Improvements - Phase 1 project with Absolute Group in the final contract amount of \$1,931,178.95; and
4. Authorize Final Payment to Absolute Group in the amount of \$20,343.19 and Release of Retainage Payment in the amount of \$96,558.95 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022: The council approved a motion to adopt a Resolution accepting the proposal from Absolute Group in the amount of \$1,816,990.10 for the construction of the SE 3rd Street Utility Improvements - Phase 1 project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	Certificate of Completion
	Pay Application No. 16 (Final)
	Change Order #5
	Resolution

CERTIFICATE OF COMPLETION

SE 3RD ST. UTILITY IMPROVEMENTS - Phase 1

Ankeny, Iowa

January 2, 2024

This is to certify that the construction improvements on the ***SE 3RD ST. UTILITY IMPROVEMENTS - Phase 1*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***\$1,931,178.95***. I hereby recommend acceptance of the project.

Respectfully submitted,



Michael Mitchell
Transportation Senior Engineer
JEO Consulting Group, Inc.
Iowa License Number P27353

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Utility Improvements - Phase 1
Contractor: Absolute Concrete Construction, Inc.
Address: 505 1st Avenue Slater, IA 50248
Finance Budget Code: 48% 658.3658.4452
52% 695.3695.4453
Finance Project # 48% 658.4452
52% 695.4453
Vendor Project or Invoice #: N/A
PO # N/A
Original Contract Date: January 18, 2022
Vendor # 4997

Date of Council Meeting: January 2, 2024
PAYMENT REQUEST # 16 (Final)
PAYMENT PERIOD: From: October 1, 2023 Through: November 11, 2023

Contract Summary

Original Contract Amount:	\$	1,816,990.10	
Net change by Change Orders:	\$	114,188.85	
Contract Amount to Date: (line 1 ± 2)	\$	1,931,178.95	
Total completed and stored to date:	\$	1,931,178.95	
Retainage: 5 % of Completed Work:	\$	96,558.95	
Total Earned less Retainage:	\$	1,834,620.00	
Less previous applications for payment:	\$	1,709,276.81	
SUBTOTAL	\$		125,343.19

OTHER CHARGES (Liquidated Damages = 70 days @ \$1,500/day) \$ (105,000.00)

CURRENT PAYMENT DUE \$ 20,343.19

Balance to finish, including retainage: \$ 96,558.95

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: Absolute Concrete Construction, Inc.
Firm Name
Signature: [Signature] Date: 12.21.23

Engineer / Consultant Approval: JEO Consulting Group
Firm Name
Signature: [Signature] Date: 12/21/2023

City of Ankeny Staff Approval:
Signature: [Signature] Date: 12/22/2023

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@AnkenyIowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK													
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00	0.00	100.00%
2.02	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$65.00	\$ 20,540.00	316.00	\$ 20,540.00	0.00	\$ 20,540.00	0.00	100.00%
2.03	EXCAVATION, CLASS 10	CY	592.00	148.00	740.00	\$25.00	\$ 18,500.00		\$ -	740.00	\$ 18,500.00	0.00	100.00%
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -	5,556.00	\$ 22,224.00	0.00	100.00%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389.00	192.00	1,581.00	\$6.00	\$ 9,486.00		\$ -	1,581.00	\$ 9,486.00	0.00	100.00%
2.06	SUBBASE, MODIFIED	SY	5,556.00	941.00	6,497.00	\$12.00	\$ 77,964.00		\$ -	6,497.00	\$ 77,964.00	0.00	100.00%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL													
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	0.00	100.00%
SEWERS AND DRAINS													
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	104.00	(4.00)	100.00	\$57.00	\$ 5,700.00		\$ -	100.00	\$ 5,700.00	0.00	100.00%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00		\$ -	1,249.00	\$ 132,394.00	0.00	100.00%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	18.00	6.00	24.00	\$242.85	\$ 5,828.40		\$ -	24.00	\$ 5,828.40	0.00	100.00%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	1,255.00	\$ 37,650.00	0.00	100.00%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00	(1.00)	2.00	\$550.00	\$ 1,100.00	(1.00)	\$ (550.00)	3.00	\$ 1,100.00	0.00	100.00%
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00	77.00	176.00	\$15.00	\$ 2,640.00	35.00	\$ 525.00	141.00	\$ 2,640.00	0.00	100.00%
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	EA	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	2,399.00	\$ 64,053.30	0.00	100.00%
4.10	TEMPORARY SUBDRAIN CAP	LF	2.00	2.00	4.00	\$60.00	\$ 240.00		\$ -	4.00	\$ 240.00	0.00	100.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -	14.00	\$ 2,520.00	0.00	100.00%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -	36.00	\$ 22,500.00	0.00	100.00%
WATER MAINS AND APPURTENANCES													
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1,253.00	(40.00)	1,213.00	\$40.00	\$ 48,520.00	(40.00)	\$ (1,600.00)	1,253.00	\$ 48,520.00	0.00	100.00%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00	1.00	2.00	\$475.00	\$ 950.00		\$ -	2.00	\$ 950.00	0.00	100.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	1.00	\$ 425.00	0.00	100.00%
5.04	FITTING, UNION, 8" X 8"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	1.00	\$ 576.00	0.00	100.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00	(2.00)	0.00	\$545.25	\$ -		\$ -	0.00	\$ -	0.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00	2.00	4.00	\$550.00	\$ 2,200.00		\$ -	4.00	\$ 2,200.00	0.00	100.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	18.00	\$ 16,470.00	0.00	100.00%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	18.00	\$ 16,470.00	0.00	100.00%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00		\$ -	1,256.00	\$ 28,260.00	0.00	100.00%
5.10	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	2,948.00	\$ 47,168.00	0.00	100.00%
5.11	VALVE, GATE, 8 IN.	EA	5.00	(1.00)	4.00	\$1,725.00	\$ 6,900.00		\$ -	4.00	\$ 6,900.00	0.00	100.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -	3.00	\$ 12,900.00	0.00	100.00%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	1.00	\$ 200.00	0.00	100.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	\$ 500.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-301, 48"	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -	3.00	\$ 29,400.00	0.00	100.00%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	\$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00		\$ -	4.00	\$ 21,080.00	0.00	100.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00	(2.00)	2.00	\$14,550.00	\$ 29,100.00		\$ -	2.00	\$ 29,100.00	0.00	0.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	2.00	\$ 5,060.00	0.00	100.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	4.00	\$ 1,000.00	0.00	100.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	4.00	\$ 2,800.00	0.00	100.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	4.00	\$ 2,800.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STREETS AND RELATED WORK																			
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677.00	143.00	4,820.00	\$80.00	\$ 385,600.00	37.25	\$ 2,980.00	4782.75	4,820.00	\$ 385,600.00	0.00	100.00%					
7.02	PAVEMENT, HMA 3 IN.	SY	64.00	(64.00)	0.00	\$80.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%					
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00	156.00	2,209.00	\$15.00	\$ 33,135.00	544.10	\$ 8,161.50	1664.90	2,209.00	\$ 33,135.00	0.00	100.00%					
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00	51.00	1,011.00	\$50.00	\$ 50,550.00	407.40	\$ 20,370.00	603.60	1,011.00	\$ 50,550.00	0.00	100.00%					
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00	4.00	57.00	\$165.00	\$ 9,405.00	3.50	\$ 577.50	53.50	57.00	\$ 9,405.00	0.00	100.00%					
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00	17.00	104.00	\$50.00	\$ 5,200.00	8.00	\$ 400.00	96.00	104.00	\$ 5,200.00	0.00	100.00%					
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00	101.00	1,051.00	\$75.00	\$ 78,825.00	458.00	\$ 34,350.00	593.00	1,051.00	\$ 78,825.00	0.00	100.00%					
7.08	PAVEMENT REMOVAL	SY	3,861.00	47.00	3,908.00	\$12.00	\$ 46,896.00	47.00	\$ 564.00	3861.00	3,908.00	\$ 46,896.00	0.00	100.00%					
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.34	\$ 3,400.00	0.66	1.00	\$ 10,000.00	0.00	100.00%					
TRAFFIC CONTROL																			
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96	(6.03)	12.93	\$350.00	\$ 4,525.50	3.84	\$ 1,344.00	9.09	12.93	\$ 4,525.50	0.00	100.00%					
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96	(6.03)	12.93	\$150.00	\$ 1,939.50	3.84	\$ 576.00	9.09	12.93	\$ 1,939.50	0.00	100.00%					
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.90	1.00	\$ 20,000.00	0.10	100.00%					
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAV	20.00	40.00	60.00	\$100.00	\$ 6,000.00	10.00	\$ 1,000.00	50.00	60.00	\$ 6,000.00	0.00	100.00%					
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00	1.00	9.00	\$300.00	\$ 2,700.00	5.00	\$ 1,500.00	4.00	9.00	\$ 2,700.00	0.00	100.00%					
SITE WORK AND LANDSCAPING																			
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60	(0.60)	0.00	\$750.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%					
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60	0.40	1.00	\$2,400.00	\$ 2,400.00	0.46	\$ 1,104.00	0.54	1.00	\$ 2,400.00	0.00	100.00%					
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00	(200.00)	0.00	\$8.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%					
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20	(0.20)	1.00	\$3,500.00	\$ 3,500.00	0.10	\$ 350.00	0.90	1.00	\$ 3,500.00	0.00	100.00%					
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00	(3.00)	13.00	\$200.00	\$ 2,600.00	9.00	\$ 1,800.00	4.00	13.00	\$ 2,600.00	0.00	100.00%					
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00	4.00	8.00	\$100.00	\$ 800.00	\$ -	\$ -	8.00	8.00	\$ 800.00	0.00	100.00%					
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00	(7.00)	41.00	\$40.00	\$ 1,640.00	9.00	\$ 360.00	32.00	41.00	\$ 1,640.00	0.00	100.00%					
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00	(2.00)	0.00	\$150.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%					
MISCELLANEOUS																			
11.01	MOBILIZATION	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	\$ -	\$ -	1.00	1.00	\$ 150,000.00	0.00	100.00%					
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$6,200.00	\$ 6,200.00	0.10	\$ 620.00	0.90	1.00	\$ 6,200.00	0.00	100.00%					
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00	(471.00)	473.00	\$20.00	\$ 9,460.00	\$ -	\$ -	473.00	473.00	\$ 9,460.00	0.00	100.00%					
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00	2.00	6.00	\$2,500.00	\$ 15,000.00	\$ -	\$ -	6.00	6.00	\$ 15,000.00	0.00	100.00%					
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$3,000.00	\$ 3,000.00	0.10	\$ 300.00	0.90	1.00	\$ 3,000.00	0.00	100.00%					
11.06	ORANGE MESH SAFETY FENCE	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.90	1.00	\$ 20,000.00	0.00	100.00%					
CHANGE ORDER ITEMS																			
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA	LF	0.00	1,249.00	1,249.00	\$ 117.20	\$ 146,382.80	\$ -	\$ -	1,249.00	1,249.00	\$ 146,382.80	0.00	100.00%					
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00	1,044.00	1,044.00	\$ 70.22	\$ 73,309.68	\$ -	\$ -	1,044.00	1,044.00	\$ 73,309.68	0.00	100.00%					
12.03	4020-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	0.00	32.00	32.00	\$ 38.85	\$ 1,243.20	\$ -	\$ -	32.00	32.00	\$ 1,243.20	0.00	100.00%					
12.04	6010-H - REMOVE MANHOLE, STORM SEWER	EA	0.00	1.00	1.00	\$ 999.00	\$ 999.00	\$ -	\$ -	1.00	1.00	\$ 999.00	0.00	100.00%					
12.05	FOOTING REMOVAL (CO#3)	LS	0.00	1.00	1.00	\$ 3,952.50	\$ 3,952.50	\$ -	\$ -	1.00	1.00	\$ 3,952.50	0.00	100.00%					
12.06	8020-B, PAINTED PAVEMENT MARKINGS, TEMPORARY (CO#3)	LS	0.00	1.00	1.00	\$ 3,348.87	\$ 3,348.87	\$ -	\$ -	1.00	1.00	\$ 3,348.87	0.00	100.00%					
12.07	WATER SERVICE LINE RELOCATION (CO#3)	LS	0.00	1.00	1.00	\$ 19,980.00	\$ 19,980.00	\$ -	\$ -	1.00	1.00	\$ 19,980.00	0.00	100.00%					
12.08	TEMPORARY SANITARY CONNECTION	LS	0.00	1.00	1.00	\$ 13,095.00	\$ 13,095.00	1.00	\$ 13,095.00	0.00	1.00	\$ 13,095.00	0.00	100.00%					
12.09	RESTRAINED JOINT 8" WATERMAIN	LF	0.00	40.00	40.00	\$ 83.25	\$ 3,330.00	40.00	\$ 3,330.00	0.00	40.00	\$ 3,330.00	0.00	100.00%					
12.10	ADDITIONAL TEMPORARY TRAFFIC CONTROL	LS	0.00	1.00	1.00	\$ 7,159.50	\$ 7,159.50	1.00	\$ 7,159.50	0.00	1.00	\$ 7,159.50	0.00	100.00%					
12.11	SW-512 (24")	LS	0.00	1.00	1.00	\$ 2,886.00	\$ 2,886.00	1.00	\$ 2,886.00	0.00	1.00	\$ 2,886.00	0.00	100.00%					
12.12	SANITARY SERVICE EXPLORATION AT 517	LS	0.00	1.00	1.00	\$ 2,297.70	\$ 2,297.70	1.00	\$ 2,297.70	0.00	1.00	\$ 2,297.70	0.00	100.00%					
12.13	TREE STUMP REMOVAL AT 510	LS	0.00	1.00	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	0.00	1.00	\$ 500.00	0.00	100.00%					
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK												CONTRACT = \$1,931,176.95		PAY PERIOD = \$ 131,940.20		COMPLETED = \$1,931,176.95		100.00%	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
6	November 21, 2022	\$ 62,994.02
7	December 19, 2022	\$ 170,950.60
8	January 16, 2023	\$ 85,369.85
9	February 20, 2023	\$ 26,667.80
10	May 15, 2023	\$ 62,624.73
11	June 19, 2023	\$ 191,825.52
12	July 17, 2023	\$ 181,322.13
13	September 5, 2023	\$ 38,584.82
14	September 18, 2023	\$ 220,198.75
15	October 16, 2023	\$ 251,679.60
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,709,276.81

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
3	February 6, 2023	\$ 27,281.37
4	August 7, 2023	\$ 12,755.00
5	January 2, 2024	\$ 41,864.80
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CHANGE ORDER TOTAL = \$ 114,188.85

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	N/A

Full Completion

Contract Working Days:	160.0
Added by Change Order:	31.5
Total Working Days:	191.5
Working Days Used to Date:	273.5
Working Days Remaining:	0.0

CHANGE ORDER FORM



Project Title: SE 3rd Street Utility Improvements - Phase 1
 Contractor: Absolute Concrete Construction, Inc.
 Address: 505 1st Avenue Slater, IA 50248
 Finance Budget Code: 48% 658.3658.4452 Finance Project #: 48% 658.4452
 52% 695.3695.4453 52% 695.4453
 Vendor Project or Invoice #: N/A PO #: N/A
 Original Contract Date: January 18, 2022 Vendor #: 4997

Change Order Number: 5

Change Order Date: January 2, 2024

Purpose of Change Order:

Part A: An alternate temporary sanitary connection was installed to increase ease of maintenance over the winter and remove a deteriorated existing sanitary manhole at the originally proposed temporary tie-in location. Other items associated with this change are the elimination of 1 EA of "SANITARY SEWER TEMPORARY CLEANOUT", addition of 47 SY of "PAVEMENT, PCC, CLASS C-SUD, 8 IN.", and addition of 47 SY of "PAVEMENT REMOVAL".

Part B: Added 40 LF of restrained joint 8" watermain east of hydrant at STA.113+60 to allow future SE 3rd Street Phase 2 construction to progress without shutting down water for Phase 1 residents. Other items associated with this change are the elimination of 40 LF of "WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA." and elimination of 1 EA of "VALVE, GATE, 8 IN.".

Part C: Modified detour signage and temporary traffic control to close intersection at SE 3rd St & Sharon St for the remainder of Stage 3 work at west end of site.

Part D: Upsized to a 24" SW-512 structure upon discovery a larger existing pipe connection at STA.114+30.17, 27.17" RT. Field investigation determined that the proposed SW-512 structure on the opposite side of the road was unnecessary. Other items associated with this change are the elimination of 2 EA of "INTAKE, SW-512".

Part E: Exploratory excavation was undertaken by the Contractor at the connection point to sanitary service for the property at 517 SE 3rd Street after the resident claimed that work installed on the public side had failed and was causing a sewer back-up in their residence. Other items associated with this change include the addition of one (1) working day to the contract, as exploratory work resulted in crews being pulled off of work controlling critical path of project.

Part F: Additional clearing and grubbing required at 510 SE 3rd Street to remove tree stump.

Part G: FINAL BALANCE ADJUSTMENTS TO PROJECT QUANTITIES

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.08	Temporary Sanitary Connection	LS	1.00	\$ 13,095.00	\$ 13,095.00
12.09	Restrained Joint 8" Watermain	LF	40.00	\$ 83.25	\$ 3,330.00
12.10	Additional Temporary Traffic Control	LS	1.00	\$ 7,159.50	\$ 7,159.50
12.11	SW-512 (24")	LS	1.00	\$ 2,886.00	\$ 2,886.00
12.12	Sanitary Service Exploration at 517	LS	1.00	\$ 2,297.70	\$ 2,297.70
12.13	Tree Stump Removal at 510	LS	1.00	\$ 500.00	\$ 500.00
2.03	EXCAVATION, CLASS 10	CY	17.00	\$ 25.00	\$ 425.00
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	192.00	\$ 6.00	\$ 1,152.00
2.06	SUBBASE, MODIFIED	SY	151.00	\$ 12.00	\$ 1,812.00
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	(4.00)	\$ 57.00	\$ (228.00)
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA	LF	6.00	\$ 242.85	\$ 1,457.10
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	(1.00)	\$ 550.00	\$ (550.00)
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	77.00	\$ 15.00	\$ 1,155.00
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00	\$ 60.00	\$ 120.00
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	(40.00)	\$ 40.00	\$ (1,600.00)
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00	\$ 475.00	\$ 475.00
5.05	FITTING, 22.5 DEG., 8 IN.	EA	(2.00)	\$ 545.25	\$ (1,090.50)
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00	\$ 550.00	\$ 1,100.00
5.11	VALVE, GATE, 8 IN.	EA	(1.00)	\$ 1,725.00	\$ (1,725.00)
6.07	INTAKE, SW-512	EA	(2.00)	\$ 2,530.00	\$ (5,060.00)
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	143.00	\$ 80.00	\$ 11,440.00
7.02	PAVEMENT, HMA 3 IN.	SY	(64.00)	\$ 80.00	\$ (5,120.00)
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	156.00	\$ 15.00	\$ 2,340.00
7.04	SIDEWALK, PCC, 4 IN.	SY	51.00	\$ 50.00	\$ 2,550.00
7.05	SIDEWALK, PCC, 6 IN.	SY	4.00	\$ 165.00	\$ 660.00
7.06	DETECTABLE WARNINGS, POLYMER	SF	17.00	\$ 50.00	\$ 850.00
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	101.00	\$ 75.00	\$ 7,575.00
7.08	PAVEMENT REMOVAL	SY	47.00	\$ 12.00	\$ 564.00
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	(6.03)	\$ 350.00	\$ (2,110.50)
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	(6.03)	\$ 150.00	\$ (904.50)
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	40.00	\$ 100.00	\$ 4,000.00
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	1.00	\$ 300.00	\$ 300.00
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	(0.60)	\$ 750.00	\$ (450.00)
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.40	\$ 2,400.00	\$ 960.00
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	(200.00)	\$ 8.00	\$ (1,600.00)
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	(0.20)	\$ 3,500.00	\$ (700.00)
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	(3.00)	\$ 200.00	\$ (600.00)
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00	\$ 100.00	\$ 400.00
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	(7.00)	\$ 40.00	\$ (280.00)
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	(2.00)	\$ 150.00	\$ (300.00)
11.03	TEMPORARY GRANULAR SIDEWALK	SY	(471.00)	\$ 20.00	\$ (9,420.00)
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00	\$ 2,500.00	\$ 5,000.00
Change Order Number: 5 makes the following adjustments to the Contract:					\$ 41,864.80

Contractor Accepted: Absolute Concrete Construction, Inc.
 Signature: *[Signature]* Date: 12.21.23

Engineer Approved: JEO Consulting Group
 Signature: *[Signature]* Date: 12/21/2023

Owner Accepted: City of Ankeny
 Signature: *[Signature]* Date: 12/22/2023

Attest for Owner:
 Signature: _____ Title: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,816,990.10
1	March 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
3	February 6, 2023	\$ 27,281.37
4	August 7, 2023	\$ 12,755.00
5	January 2, 2024	\$ 41,864.80
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Revised Contract Amount \$ 1,931,178.95

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1

WHEREAS, on the 18th day of January, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Absolute Concrete Construction, Inc.** of **Slater, Iowa**, for the construction of certain public improvements generally described as the SE 3rd Street Utility Improvements - Phase 1; 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 2**, 2024:

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 **\$1,931,178.95**, as shown in the report of the Engineer.

PASSED AND APPROVED this 2nd day of January, 2024.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** setting a public hearing for the approval of documents for the conveyance of proposed Permanent Electric Easement for MidAmerican Energy Company (MEC) across a portion of City-owned property at the Northwest Elevated Water Storage Tank location at 3755 NW Irvinedale Drive. (date of hrg: 2/5/2024 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The City of Ankeny will be constructing the Northwest Water Elevated Storage Tank and included with the construction will be the need for electrical service to provide power to the controls for the water tower. MEC will supply the necessary service line to the facility but will need to obtain a Permanent Electric Easement from the City to establish the electric service to the water tower. Most of this service will be located within the existing ROW along NW Irvinedale Drive, however once the service line heads to the transformer located on the site of the future Northwest Elevated Water Storage Tank, a 10' wide by 45' Permanent Electric Easement is required.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended to adopt the resolution setting the public hearing date as February 5th, 2024 for public input into the consideration to proceed with granting a Permanent Electric Easement to MEC and for the Notice of Public Hearing to be published in the Des Moines Register on January 19th, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Electric Plans from MEC
 MidAmerican Easement Document

RESOLUTION 2024-XXX

**A RESOLUTION AUTHORIZING THE SETTING OF A HEARING ON APPROVAL
OF A PERMANENT ELECTRIC EASEMENT TO BE GRANTED TO MID-AMERICAN
ENERGY BY THE CITY OF ANKENY**

WHEREAS, Mid-American Energy (MEC) would like to obtain a Permanent Electric Easement from the City of Ankeny, Polk County, Iowa, generally located at 3755 NW Irvinedale Drive, legally described as:

Lot 1 Ankeny Northwest Water Tower Plat 1, an official plat in the City of Ankeny, Polk County, Iowa; and

WHEREAS, pursuant to Section 364.7 of the Iowa Code, a public hearing is required to dispose of an interest in real property owned by the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that a public hearing on the proposed Permanent Electric Easement is hereby set for the 5th day of February 2024 at 5:30 o'clock p.m., at City Council Chambers, 1250 SW District Drive, in the City of Ankeny.

BE IT FURTHER RESOLVED, that Notice of said hearing shall be published as required by law.

PASSED AND APPROVED, the 2nd day of January, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON INTENT APPROVE PERMANENT ELECTRIC EASEMENT BY AND BETWEEN CITY OF ANKENY AND MID-AMERICAN ENERGY COMPANY

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the City of Ankeny, Iowa, will hold a public hearing on the 5th day of February 2024, at 5:30 o'clock p.m. at City Council Chambers, 1250 SW District Drive, in the City of Ankeny, for purposes of discussing the intent approve Permanent Electric Easement dated October 12, 2023, by and between the City of Ankeny and Mid-American Energy Company (MEC), regarding a Permanent Electric Easement located at 3755 NW Irvinedale Drive, Ankeny, Iowa 50023, and legally described as:

That part of Lot 1, ANKENY NORTHWEST WATER TOWER PLAT 1, an official Plat, located in the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the southwest corner of said Lot 1; thence North 01°21'28" West, along the west line of said Lot 1, a distance of 40.51 feet, to the Point of Beginning; thence North 01°21'28" West, continuing along said west line of Lot 1, a distance of 10.00 feet; thence North 89°12'49" East, a distance of 44.81 feet; thence South 00°47'11" East, a distance of 10.00 feet; thence South 89°12'49" West, a distance of 44.71 feet, to the Point of Beginning. Said tract lying in and forming a part of the City of Ankeny, County of Polk, State of Iowa.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of proposed Permanent Electric Easement can be seen at the City Clerk's Office located at the Ankeny City Hall, 410 W 1st Street, Ankeny, Iowa, during regular business hours through the date of the hearing.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said agreement. Following such hearing, the Ankeny City Council will take action on said approval without further notice or opportunity for hearing.

DATED the 2nd day of January 2024.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Published in the Des Moines Register on the 19th day of January 2024.



Ankeny - Irvinedale Water Tower
3755 NW Irvinedale Dr. Ankeny, IA

PROJECT AREA

CASEY'S GENERAL STORE

NW 36TH ST

NW IRVINEDALE DR



Cust: ANKENY - IRVINEDALE WATER TOWER

Addr: 3755 IRVINEDALE DR

City: ANKENY

X = 1602432 Y = 642069

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 300 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

CUSTOMER SHALL PROVIDE THE FOLLOWING

- X [911] ADDRESSES
- X EASEMENTS & EASEMENT DESCRIPTIONS (METES & BOUNDS) MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
- X STAKING FOR STREETLIGHT PLACEMENT
- X STAKED LOT CORNERS & LOT MID-POINTS
- X TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
- X FINAL GRADE BEFORE CONSTRUCTION
- X CLEARING & GRUBBING IN EASEMENT & OR ROW
- X UNOBSTRUCTED PATH FOR TRENCHER
- X 10' LEVEL & CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
- X SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
- X TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
- X ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS SEE APPENDIX B-1, PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL

CUSTOMER CONDUIT INSTALLATION

- X CONDUIT SHALL BE SCH 40 RIGID PVC PER NEMA TC-2 OR SCH 40 HDPE COILABLE CONDUIT IN GRAY OR BLACK W/ RED STRIPE
- X ALL SWEEPS 4" OR LESS IN DIAMETER SHALL BE STANDARD WALL FIBERGLASS PER NEMA TC14A W/ FACTORY ASSEMBLED PLASTIC COUPLINGS ON EA. END TO MATE PVC FR HDPE SCH 40 CONDUIT
- X ALL SWEEPS GREATER THAN 4" IN DIAMETER SHALL BE METAL WITH GROUND LUGS & MUST BE BONDED WHERE EXPOSED
- X ALL 90° SWEEPS MUST HAVE A MINIMUM 48" BEND RADIUS
- X ENDS SHALL BE STUBBED ABOVE GRADE W/ PULL TAPE VISIBLE
- X ALL PRIMARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 42" & MAXIMUM DEPTH OF 48"
- X ALL SECONDARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 30" & MAXIMUM COVER DEPTH OF 36"
- X NO CONDUIT SYSTEM SHALL HAVE MORE THAN 270° IN ONE PULL
- X CUSTOMER TO INSTALL SYNTHETIC 1/4" 200# TEST PULL LINE IN DUCT
- X CONTACT CUSTOMER PROJECT COORDINATOR WHEN CONDUIT INSTALLATION IS COMPLETE

FIND ELECTRIC SERVICE MANUAL AT:

<http://www.midamericenergy.com/media/pdf/electric-service-manual-2014.pdf>

LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
	INSTALLATIONS ARE DISPLAYED IN RED
	REMOVALS ARE DISPLAYED IN GREEN

WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

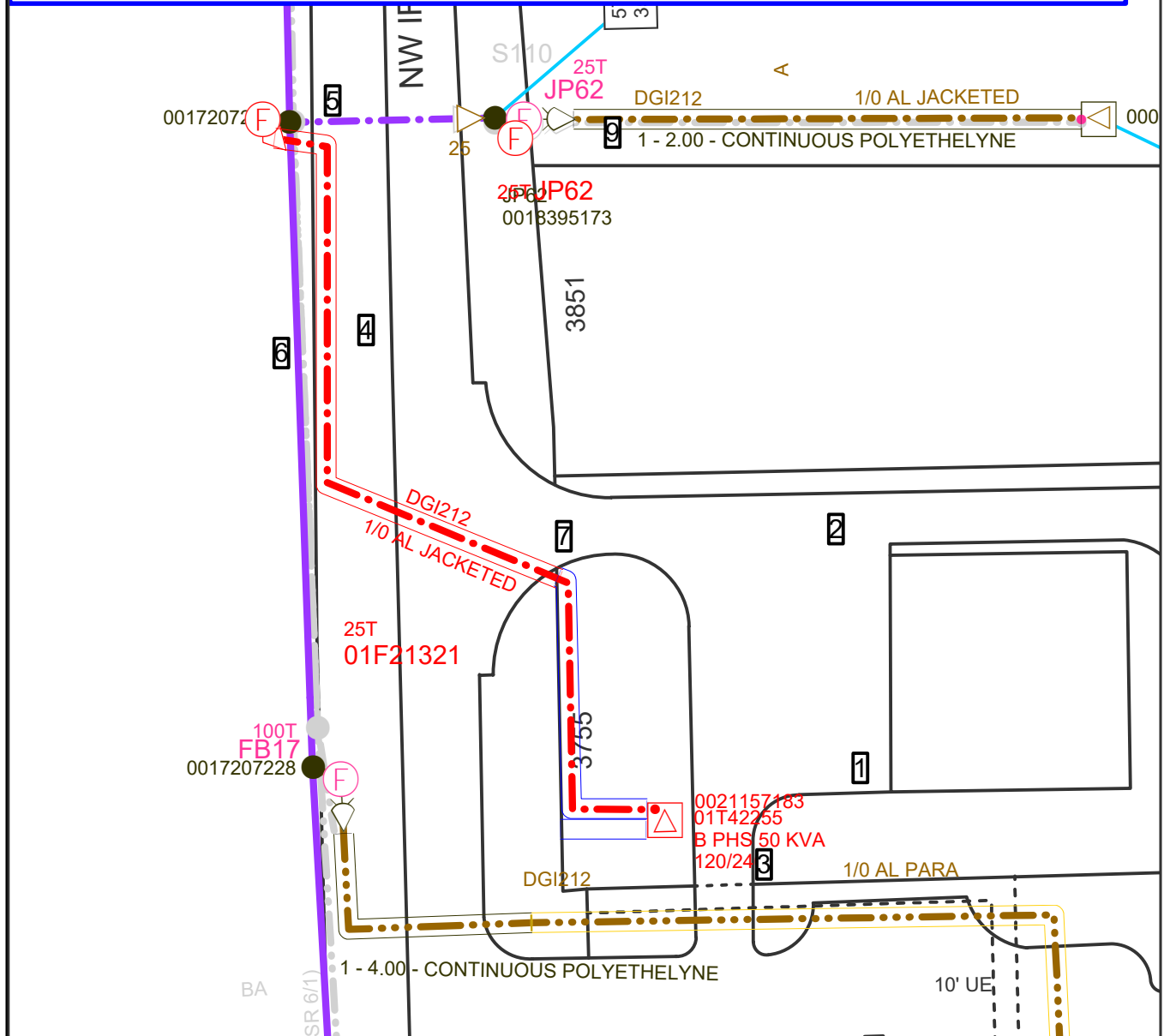
Designer: HALLS, AARON G

MEC TO INSTALL:

- HANG A SINGLE PHASE RISER WITH 25T FUSE ON EXISTING 3PH TANGANT POLE WITH 1PH TAP
- BORE (1) SECTION OF 2" CONDUIT BETWEEN RISER POLE AND CUSTOMER INSTALLED CONDUIT
- RUN SOUTH ALONG BACK OF RIGHT OF WAY AND CUT ACROSS ROAD TO SOUTH SIDE OF DRIVE ENTRANCE
- PULL 1/0 AL UG PRIAMRY BETWEEN RISER POLE AND CUSTOMER PROPOSED TRANSFORMER LOCATION
- SET A 50 KVA 1 PH TRANSFORMER (OPEN TO THE NORTH)

CUSTOMER TO INSTALL:

- 24/7 ACCESS REQUIRED FOR ALL MEC FACILITIES, INCLUDING METERS, MEC PADLOCK TO BE DAISY CHAINED AT GATE
- (2) SECTIONS OF 2" CONDUIT
- (1) SECTION HEAD NORTH TO SOUTH SIDE OF DRIVE ENTRANCE
- (1) SECTION TO HEAD WEST TO RIGHT OF WAY
- BOLLARD TO BE INSTALL ON THE se AND NE CORNER OF TRANSFORMER
- METER TO BE LOCATED WITHIN 200' OF TRANSFORMER
- 400 AMP SERVICE ENTRANCE: SINGLE METERED
- METER TO HAVE LEVER BYPASS
- (1) RUNS OF 350 TRIPLEX



Cust: ANKENY - IRVINGDALE WATER TOWER

Addr: 3755 IRVINGDALE

DR

Crew HQ:DMAT

City: ANKENY

X = 1602432

Y = 642069



WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

Designer:HALLS,AARON G

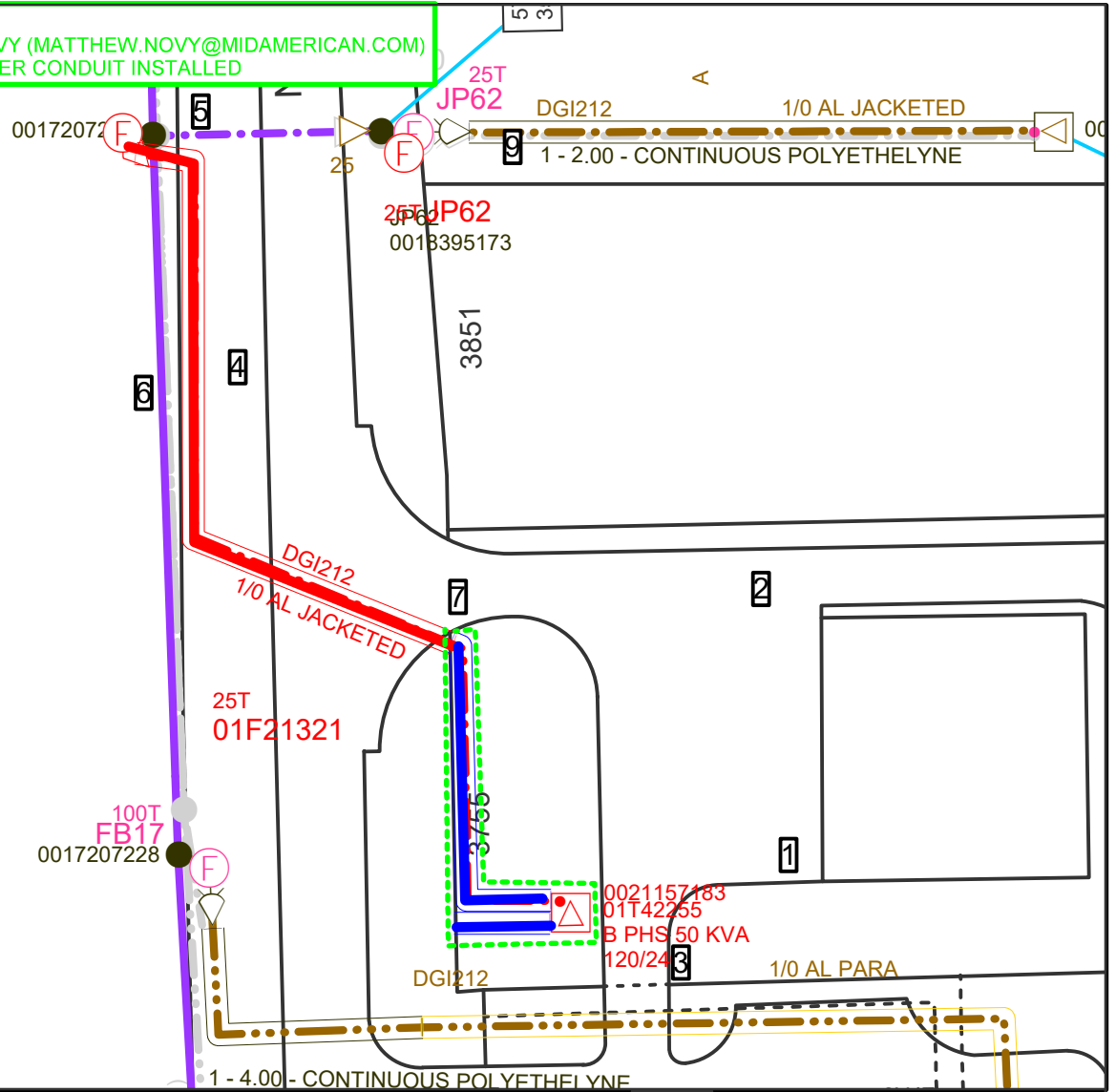
Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 300 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

REQUESTED EASMENT:
- CUSTOMER TO PROVIDE METES AND BOUNDS TO MATT NOVY (MATTHEW.NOVY@MIDAMERICAN.COM)
- 10' WIDE EASEMENT TO COVER THE LOCATION OF CUSTOMER CONDUIT INSTALLED

 - MEC INSTALLED 2" CONDUIT
 - CUSTOMER INSTALLED 2" CONDUIT



Addr: 3755 IRVINEDALE

City: ANKENY

$$X = 1602432 \quad Y = 642069$$



Designer: HALLS, AARON G

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Prepared by and return to: Christin Erwin	515-252-6989
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657	

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>123919</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2980892</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>03</u>	
		Township	<u>80</u>	North
		Range	<u>24</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **The City of Ankeny, Iowa**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "A", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.
3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.
4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.
6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.
9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this ____ day of _____, 2023

The City of Ankeny, Iowa

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2023,

by _____ as _____ of

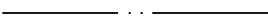
The City of Ankeny, Iowa.

Signature of Notary Public

LEGEND



SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE



EXISTING EASEMENT LINE

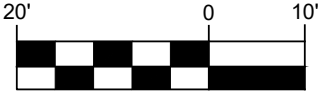
P.O.B.

POINT OF BEGINNING

EXHIBIT A



NORTH



SCALE

REQUESTED BY

MIDAMERICAN ENERGY
COMPANY

PROPRIETOR

CITY OF ANKENY
410 WEST 1ST STREET
ANKENY, IOWA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

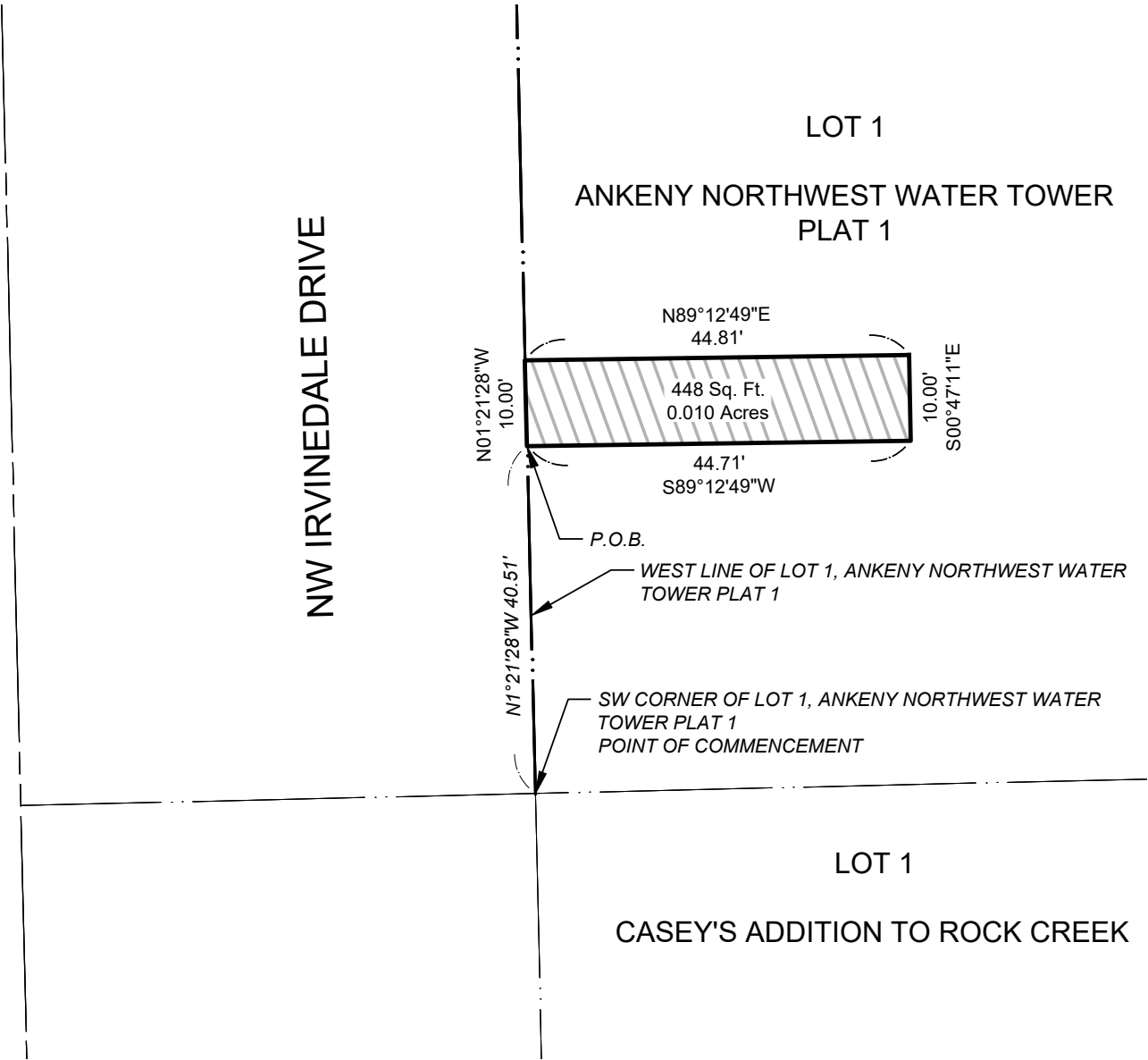
LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01°21'28" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.51 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01°21'28" WEST, CONTINUING ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°12'49" EAST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 00°47'11" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°12'49" WEST, A DISTANCE OF 44.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.010 ACRES (448 SQUARE FEET), MORE OR LESS.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:

PERMANENT EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:

22089

DRAWN BY:

ADS

DWG No.:

1/1

DATE:

10/12/2023

CHECKED BY:

JHP

SHEET TITLE:

EX-1



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/30/24 @ 10:30 A.M. / date of hrg: 2/5/24 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City

Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than June 17, 2024. The contractor will have 30 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 2, 2024
2. Post Notice to Bidders and Notice of Public Hearing: January 4, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: January 19, 2024
4. Bid Opening (10:30 A.M., Public Services Building): January 30, 2024
5. Public Hearing and Contract Award: February 5, 2024
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as January 30, 2024 and setting the public hearing date as February 5, 2024 for the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on January 4, 2024 and to be published in the Des Moines Register on January 19, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

July 7, 2023: A letter was sent to affected residents informing them of the project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE SW
ORALABOR ROAD AND SW EDGEWOOD LANE
INTERSECTION IMPROVEMENTS, AND FIXING A DATE
FOR HEARING THEREON AND TAKING OF BIDS
THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane

Intersection Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to January 30, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 5, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 5, 2024.

PASSED AND APPROVED this 2nd day of January, 2024.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION
IMPROVEMENTS

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **SW Oralabor Road and SW Edgewood Lane Intersection Improvements** project at its meeting at **5:30 P.M. on the 5th day of February, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **30th day of January, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 30th day of January, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 5th day of February, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 28, 2024 and no later than June 17, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **thirty (30) working days**. Substantial completion for the overall project shall be defined as all grading and pavement completed, with the new pavement markings and signs installed, and the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **2nd day of January, 2024.**

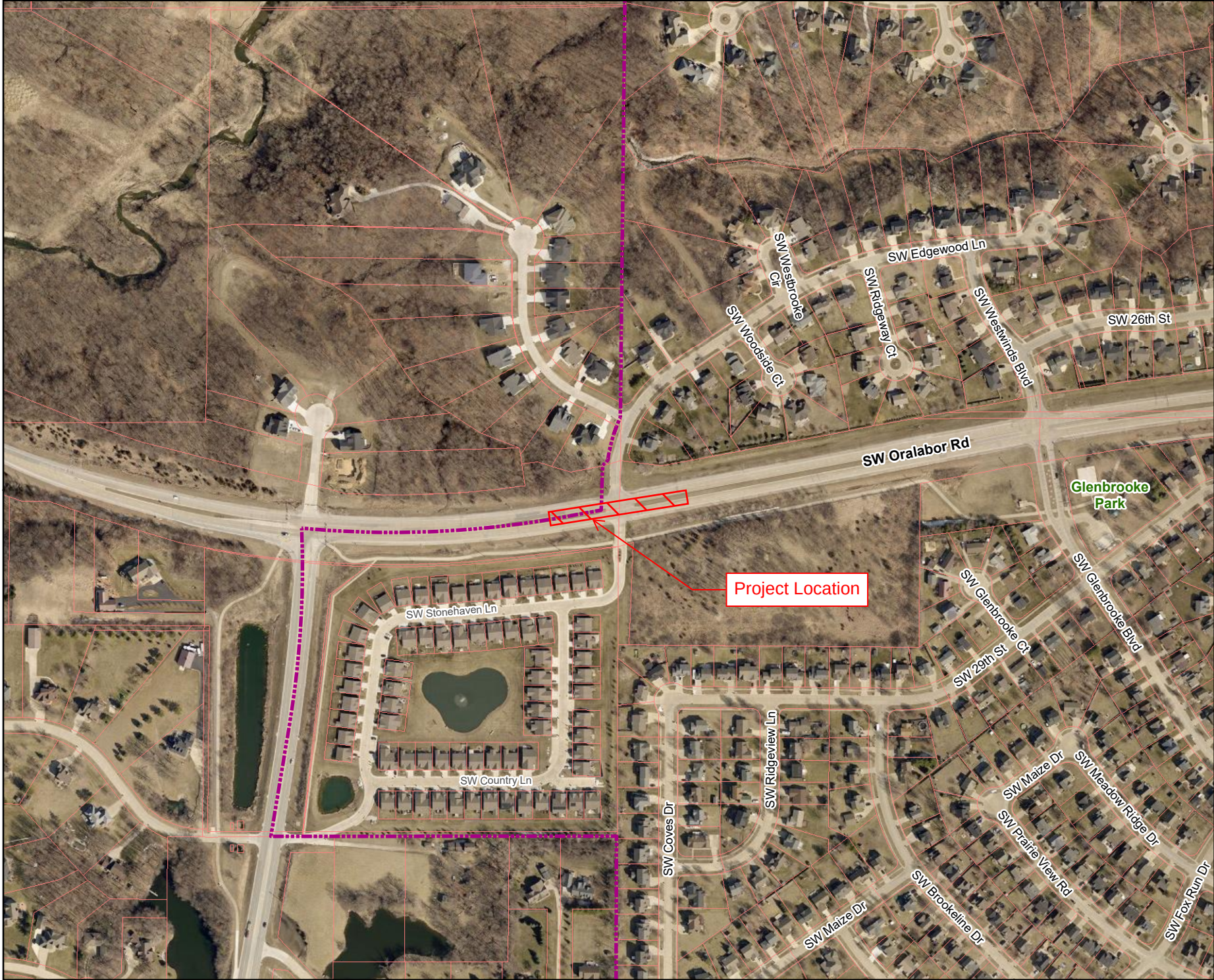
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **4th day of January, 2024.**

Published in the Des Moines Register the **19th day of January, 2024.**



Project Location



SW Oralabor Rd. & SW Edgewood Ln.
Intersection Improvements
Map is for Location Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file the 2023 Human Rights Commission Annual Report.

EXECUTIVE SUMMARY:
The 2023 Human Rights Commission Annual Report is submitted for action to receive and file. The report highlights activities and accomplishments that occurred in 2023. Upon approval, the report will be posted on the City's website.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Receive and file the 2023 Human Rights Commission Annual Report.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

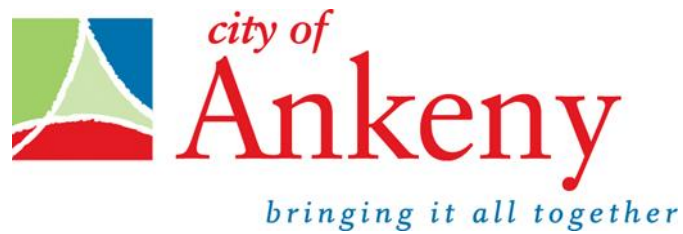
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 2023 HRC Annual Report



City of Ankeny Human Rights Commission Annual Report 2023

Prepared by: Brandt Johnson, HRC Staff Liaison

The Ankeny Human Rights Commission promotes a public policy of nondiscrimination and strives to protect individual dignity through its three main guiding principles: **Inform**, **Advocate**, and **Connect**.

Included in this report is a summary of the highlights for the Ankeny Human Rights Commission (HRC) for the calendar year and; a summary of this year's data on intakes from the public who contacted staff concerning alleged discrimination they had experienced in Ankeny.

Under the provisions of Chapter 31: HUMAN RIGHTS COMMISSION, there are five members who serve as nonjudicial Human Rights Commissioners, appointed by the Mayor with advice and consent by the City Council. All Commissioners serve without compensation.

Commissioners

- Tim Olson - Chair
- Aubrey Alvarez
- Dustin Graber
- Lindsay Norland
- Laura Parkinson

Membership Changes

- Commissioner Appointed – Dustin Graber
- Commissioner Resigned – Blake Campbell
- Commissioner Resigned – Isaiah McGee

2023 Commission Highlights

- The HRC welcomed a new member to the commission, Dustin Graber, prior to the beginning of 2023
- The Ankeny HRC assisted in coordinating the annual community MLK Jr. Day Vigil at the Ankeny Kirkendall Library on January 16, 2023
- The HRC nominated and approved a new Chair (Tim Olson), and Vice Chair (Aubrey Alvarez) for the Commission at their February 23, 2023 meeting
- The HRC established their first yearly work plan at their May 25, 2023 meeting
- The HRC had two guest speakers at their meetings in 2023:
 - Feb. 23, 2023 - Matt Hauge of Polk County Housing Trust, shared information on the organization's programs and the April 2023 Fair Housing Month trainings available to the HRC.
 - Sept. 28, 2023 – Erin Clanton of Brick Gentry P.C., presented and shared information with the group regarding Iowa's open meeting and open record laws
- The following proclamations were signed by Mayor Holm in 2023
 - Martin Luther King Jr. Day - Jan. 16, 2023
 - Black History Month - Feb. 6, 2023
 - Women's History Month - March 6, 2023
 - Fair Housing Month - April 3, 2023
 - Jewish American Heritage Month - May 1, 2023
 - Asian American and Pacific Islander Heritage Month - May 1, 2023
 - Older Americans Month - May 1, 2023
 - Juneteenth - May 15, 2023
 - National Hispanic Heritage Month - Sept. 5, 2023
 - International Day of Persons with Disabilities – Dec. 1, 2023
 - Human Rights Day – Dec. 4, 2023

Commission Meetings in Calendar Year 2023:

January meeting cancelled – No intakes received by staff

February 23, 2023 – No intakes received by staff

March 23, 2023 – No intakes received by staff

April 27, 2023 – No intakes received by staff

May 25, 2023 – No intakes received by staff

June 22, 2023 – No intakes received by staff

July meeting cancelled – No intakes received by staff

August 24, 2023 – one (1) intake received by staff

September 28, 2023 – No intakes received by staff

October 26, 2023 – No intakes received by staff

November meeting cancelled – No intakes received by staff

December 14, 2023 – N/A

Minutes of the meetings can be viewed at: <https://www.ankenyiowa.gov/AgendaCenter/Human-Rights-Commission-2>



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the Mayor to execute a Memorandum of Agreement (MOA) with the U.S. Census Bureau.

EXECUTIVE SUMMARY:
See the attached memo.

FISCAL IMPACT: **Yes**
Funding to purchase a special census was not originally included in the FY2024 budget when initially approved by the City Council because staff anticipated expenditures in FY2025. However, the purpose of the proposed budget amendment included on the January 2, 2024 City Council agenda is for the purpose of identifying the expense associated with the special census, in the amount of approximately \$1.4 million and seeking appropriate budget authority for the expenditure. Funding for the special census has been identified from the Road Use Tax Fund.

CITY MANAGER'S RECOMMENDATIONS:
The City Manager recommends approval of the MOA as presented, but it should be noted that in

accordance with Paragraph 4(a)(iv) there is no guarantee of when the city will receive the results and even if delayed due to the fault of the Federal Government, they accept no responsibility for any loss or damages we will incur.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2023-393

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Memorandum of Agreement (MOA)

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES OF AMERICA, DEPARTMENT OF COMMERCE, BUREAU OF THE CENSUS AND THE CITY OF ANKENY, POLK COUNTY, IOWA, FOR THE CONTRACTING OF A SPECIAL CENSUS

WHEREAS, the City of Ankeny has continued to grow at a rate of over 2.1% per year since the 2020 census (67,887) and has reached a population of 73,797 people, as estimated by staff; and

WHEREAS, certain funding, most particularly road use taxes, is provided to cities based upon certified population; and

WHEREAS, the United States Census Bureau has a program for special census counts which can be performed under a memorandum of agreement with a city and at that city's expense; and

WHEREAS, the City has received a Memorandum of Understanding for a special census including an estimate of cost of \$1,376,847 from the United States Department of Commerce Bureau of the Census; and

WHEREAS, the City receives an estimated \$132/per capita in state aid annually and this change in population, once certified, would produce approximately \$780,120 in additional annual revenue; and

WHEREAS, The City Council feels it is in the best interest of the city to enter into a Memorandum of Understanding with the Bureau of the Census to complete a special census for the City of Ankeny.

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

1. That the City Council authorizes the Mayor to sign the Memorandum of Understanding between the City of Ankeny and the United States Department of Commerce, Bureau of the Census for a special census of Ankeny.

PASSED AND APPROVED on the 2nd of January, 2024.

Mark E Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Memorandum of Agreement
Through Which
The **City of Ankeny, Iowa**
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **0071-FY24-REI-22234-000**

1) Parties and Scope

This document establishes an agreement between the **City of Ankeny, Iowa** (Governmental Unit) and the Decennial Census Management Division, U.S. Census Bureau, through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 United States Code (U.S.C.) § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the “Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in Section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated ‘Official Census Statistics.’ These statistics may be used in the manner provided by applicable law.”

3) Cost Estimate

The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census. Based on the following factors the estimated cost for these services is **\$1,376,847**:

- Governmental Unit-provided estimated population of **73,797**,
- Governmental Unit -provided estimated housing unit count of **30,335**,
- and Governmental Unit -provided characteristics of the area(s) in which the special census will be conducted (including but not limited to geographic size, count of potential group quarters and transitory locations, and potential recent annexations).

A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and additional billing or refunds will be made as appropriate.

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

- a) The Census Bureau shall directly pay field representatives, field supervisors, and other temporary personnel hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau and based on the local area pay rates.
 - i) The Government Unit shall provide advance payment to the Census Bureau and/or United States for all funds to be expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
- b) In addition to the salary expenses to be paid directly by the Census Bureau to all temporary employees hired locally, the Governmental Unit agrees to provide advance payment for all other expenses related to the taking of the special census, including but not limited to:
 - i) administrative and technical work performed by headquarters and regional personnel;
 - ii) printing and preparation of enumeration questionnaires and related materials;
 - iii) map preparation;
 - iv) tabulation expenses;
 - v) cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - vi) other incidental expenses incurred by the Census Bureau in completing the special census.

In accordance with (3)(b) if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will receive reimbursement for all identifiable costs for the goods and services it is providing under this agreement:
 - i) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of field representatives, field supervisors, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
 - ii) The Governmental Unit shall update maps of the proposed special census area in accordance with instructions provided by the Census Bureau. The Governmental Unit

shall provide any certification of legal boundaries within the proposed special census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Additionally, any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.

- iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results, including but not limited to disclosure avoidance review (see Section 6). This count, which shall be as of the special census reference date (tentatively scheduled for **August 15, 2024**) will be provided in writing and signed by an appropriate Census Bureau official.
- iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.
- b) The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13 United States Code to protect the confidentiality of respondents.

Further, the Governmental Units accepts that Domestic Violence Shelters are out of scope for the special census and will not be included in any special census enumeration.

- c) The Census Bureau can only use the special census counts in the intercensal population estimates program if:
 - i.) the entire area of a governmental unit is included in the special census, and
 - ii.) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and

iii.) the boundaries are reported to the Census Bureau for processing by March 1 of the estimates year, and

iv.) final approved counts from the special census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a partial special census, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates.

- d) A Governmental Unit can request a special census for the entire area encompassed by that Governmental Unit, known as a full special census, or for only a portion of their area, known as a partial special census. A partial special census is conducted using the same methodologies and procedures as a full special census, but it is for a subset of areas within the jurisdiction of the local Governmental Unit. The areas requested in a partial special census must contain at least one full census tract that is completely within the jurisdiction of the Governmental Unit and can contain additional contiguous tracts or census blocks that are within the jurisdiction of the Governmental Unit.

In addition to impacting cost, the geography included in the special census may impact which data products the Governmental Units receive based on disclosure avoidance considerations. Regardless of the scope of the special census, the Governmental Unit will receive a letter from the director of the U.S. Census Bureau and a block-level special census data product that contains total population and total housing unit counts for the Governmental Unit. An additional data product may include a demographic profile for the entire governmental unit or whole tracts contained within the special census area. However, some Governmental Units may not receive the demographic profile based on the geography for which the special census is conducted. For those impacted Governmental Units, the Census Bureau will define the allowable data products that the Governmental Unit will receive prior to signing the MOA.

The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- e) Upon request, the Governmental Unit shall supply – free of charge – satisfactory office space, other equipment, and furnishings as determined necessary and proper by the Census Bureau. This information will be included in an initial letter from the Regional Director to the Governmental Unit. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
- f) In taking the special census, the Census Bureau is directly responsible for compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Census Bureau shall hire sufficiently qualified applicants for field representatives, field supervisors, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by

the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Census Bureau shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.

Such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder.

- g) The Governmental Unit is responsible for promoting the special census through locally-based targeted outreach efforts. This promotion may inform people about the special census, encourage people to apply to recruiting efforts, and/or encourage people living in the applicable area to respond.
- h) All temporary staff hired to conduct the special census, including but not limited to field representatives and field supervisors, are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (3)(a)(ii) herein regarding reimbursement and indemnification requirements).
- i) The Census Bureau has a policy of publicly disclosing the identity of governmental units which have signed MOUs requesting and paying for a special census to be conducted, and signature of this MOU constitutes agreement of the parties to this Census Bureau policy.

5) Confidentiality

The data, including individual information collected by enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects Census Bureau employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance, and they must take Title 13 awareness training. Any access to Title 13 data at the Governmental Unit's facility is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility security and information technology security meet Census Bureau requirements.

6) Disclosure Avoidance Review of Statistical Products

Title 13, Section 9 of the U.S.C. requires the Census Bureau to keep confidential the information collected from the public under the authority of Title 13. Section 214 of Title 13, U.S.C., and Sections 3551, 3559 and 3571 of Title 18, U.S.C., provide for the imposition of penalties of up to five years in prison and/or up to \$250,000.00 in fines for wrongful disclosure of confidential Census information.

Disclosure avoidance is the process for protecting the confidentiality of data, as required under Title 13 U.S.C. A disclosure of data occurs when someone can use published statistical information to identify an individual who has provided confidential information. For data tabulations, the Census Bureau uses disclosure avoidance procedures to modify or remove the characteristics that put confidential information at risk for disclosure. Although a published table may appear to show information about a specific individual, the Census Bureau has taken steps to disguise or suppress the original data, while making sure the results are still useful. The techniques used by the Census Bureau to protect confidentiality in tabulations vary, depending on the type of data.

Noise injection is the Census Bureau's preferred disclosure avoidance technique. By policy, noise injection is to be applied to all data products that are reported at geographic areas with small populations (GASP). For the purposes of this guidance, a GASP is a population that is smaller than the smallest population of any congressional district.

In cases when it is not feasible to fully implement noise injection within the period of the contract, a transition plan for implementing noise injection or other provable privacy methods must be developed in coordination with the Census Bureau. Noise injection may be required for microdata releases, depending on the characteristics of the microdata and the specific variables that are to be released. Data that cannot be publicly released may still be analyzed within the Federal Statistical Research Data Centers (FSRDCs) by individuals who have Special Sworn Status (SSS); the results of such analyses must still go through a disclosure avoidance process prior to being publicly released.

The parties understand that Title 13 confidentiality protection and disclosure avoidance techniques apply to all work described in this agreement. The disclosure avoidance methods are defined by the Census Bureau who has the responsibility of carrying out that work. Accordingly, upon completion of the tabulation, the data produced must be reviewed by the Census Bureau to ensure that no identifiable Title 13 data are or may be disclosed.

Should the Census Bureau's Disclosure Review Board (DRB) determine that the requested statistical product does or reasonably could result in such disclosure, then the data product will be modified prior to approval for release to the party(ies) of this agreement. The DRB must approve before a research product can be released to an individual who does not have SSS and a need to know or moved to a computer not approved for controlled data according to the Census Bureau's existing policies and procedures.

7) Contacts

Christopher M. Denno
Special Census Program Manager
Decennial Census Programs
U.S. Census Bureau
4600 Silver Hill Road
Special Census Branch
Suitland, MD 20746
(301) 763-4092
christopher.m.denno@census.gov

Eric Jensen
Director of Community Development
City of Ankeny, Iowa
410 W. First Street
Ankeny, IA 50023
(515) 963-3547
ejensen@ankenyiowa.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **August, 15, 2025** but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** days' written notice to the other party. This agreement is subject to the availability of funds.

9) Resolution of Disagreements

Should a disagreement arise on the interpretation of the provisions of this agreement, or amendments, and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

10) Termination Cost

If the **City of Ankeny, Iowa** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT
BY:

NAME: < Governmental Unit POC name>
DATE:
TITLE: < Governmental Unit POC title>
AGENCY: < Governmental Unit POC agency>

FOR THE CENSUS BUREAU
BY:

Deborah Stempowski
DATE:
Associate Director for Decennial Census
Bureau of the Census

FOR THE CENSUS BUREAU
BY:

Everett Whiteley
DATE:
Chief, Budget Division
Bureau of the Census



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-44

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-44.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Zoning Board of Adjustment - 02/01/24 - 12/31/2028

- Matt Ott

- Brett Walker

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the reappointments of Matt Ott and Brett Walker to the Zoning Board of Adjustment, effective through 12/31/28.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2024 (PH 2024-01)

EXECUTIVE SUMMARY:
Public works expenditures are being amended to include the estimated cost of the special census. It was originally anticipated that these costs would occur in FY 2025, but the U.S. Census Bureau has requested payment in advance for the work to be scheduled in CY 2024.

FISCAL IMPACT: **Yes**
Overall, the budget amendment includes the use of an additional \$1,400,000 in Road Use Tax Funds.

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed amendment of current budget for fiscal year ending June 30, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on December 21, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION amending the current budget for fiscal year ending June 30, 2024.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2024 - AMENDMENT # 1

To the Auditor of POLK County, Iowa:

The City Council of ANKENY in said County/Counties met on 01/02/2024 05:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2024-008**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2024****(AS LAST CERTIFIED OR AMENDED ON 04/03/2023)****Be it Resolved by the Council of City of ANKENY**

Section 1. Following notice published/posted 12/21/2023 and the public hearing held 01/02/2024 05:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	47,164,752	0	47,164,752
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	47,164,752	0	47,164,752
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,338,833	0	10,338,833
Other City Taxes	6	3,955,747	0	3,955,747
Licenses & Permits	7	1,798,500	0	1,798,500
Use of Money & Property	8	3,761,559	0	3,761,559
Intergovernmental	9	16,781,187	0	16,781,187
Charges for Service	10	47,889,146	0	47,889,146
Special Assessments	11	0	0	0
Miscellaneous	12	3,860,663	0	3,860,663
Other Financing Sources	13	23,220,000	0	23,220,000
Transfers In	14	13,912,453	0	13,912,453
Total Revenues & Other Sources	15	172,682,840	0	172,682,840
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	29,943,122	0	29,943,122
Public Works	17	9,048,510	1,400,000	10,448,510
Health and Social Services	18	0	0	0
Culture and Recreation	19	11,087,567	0	11,087,567
Community and Economic Development	20	5,472,145	0	5,472,145
General Government	21	5,528,849	0	5,528,849
Debt Service	22	25,028,489	0	25,028,489
Capital Projects	23	30,775,398	0	30,775,398
Total Government Activities Expenditures	24	116,884,080	1,400,000	118,284,080
Business Type/Enterprise	25	64,160,415	0	64,160,415
Total Gov Activities & Business Expenditures	26	181,044,495	1,400,000	182,444,495
Transfers Out	27	13,912,453	0	13,912,453
Total Expenditures/Transfers Out	28	194,956,948	1,400,000	196,356,948
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,274,108	-1,400,000	-23,674,108
Beginning Fund Balance July 1, 2023	30	126,955,211	15,686,434	142,641,645
Ending Fund Balance June 30, 2024	31	104,681,103	14,286,434	118,967,537

Explanation of Changes: Public works expenditures are being amended to include the estimated cost of the special census. It was originally anticipated that these costs would occur in FY 2025, but the U.S. Census Bureau has requested payment in advance for the work to be scheduled in CY 2024.

01/02/2024

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Provide Regional Leadership

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Proposed 2024 State Legislative Priorities

EXECUTIVE SUMMARY:
Each year, the City establishes State legislative priorities that assist the Mayor, City Manager and staff in intergovernmental relations. The proposed legislative priorities are attached.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve attached resolution establishing the City's 2024 State legislative priorities

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt
RESOLUTION
establishing the City of Ankeny's 2024 State Legislative Priorities.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION NO. 2024-_____

**RESOLUTION ESTABLISHING THE CITY OF ANKENY'S
2024 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 2024 State Legislative Priorities.

BE IT FURTHER RESOLVED that the City Manager and staff pursue these priorities on behalf of the City Council during the 2024 State Legislative session.

APPROVED AND ADOPTED this 2nd day of January 2024.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

NO CHANGES TO PROPERTY TAX SYSTEM THAT FURTHER ERODE REVENUES

The legislature has made a series of changes in recent years that reduce local government property tax revenue growth. These legislative changes include eliminating a portion of previously available general fund revenue growth based on taxable valuation growth, including new property, various new tax credits/property tax freezes, exemptions and more. Ankeny's revenue losses will grow exponentially over time. Moreover, cities have recently experienced the highest rate of inflation on its capital investments and certain operating expenses in several decades. With these factors and a modest slowdown of economic growth, it is important that the State not make further changes that could erode revenues or increase costs related to unfunded mandates until cities have the ability to observe the aggregate impacts of all of previous legislative changes. A period of observation and analysis prior to any more revenue-eroding legislation or new unfunded mandates gives cities and other local governments an opportunity to determine what budget pressures result from prior legislation and provide an opportunity to align service levels with the "new normal."

EXPLORING EFFICIENCIES FOR STAFFING CHALLENGES

Chapter 400 of the Iowa Code requires Ankeny to maintain a Civil Service Commission. While the City does not seek to abolish the Commission and recognizes the protections it offers to public employees, all cities should have similar flexibility in recruiting, testing and evaluating prospective employees. For example, more explicit latitude to waive statutory and Administrative Code requirements for physical agility and other pre-employment tests, particularly when recruiting certified police officers who may have very recently undergone nearly identical testing, and other, similar statutory changes that provide flexibility, would be useful in Ankeny's recruitment efforts.

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 to as high as 30.41% (fiscal year 2015) 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 and an employer/employee cost-sharing approach to future rate increases is a reasonable, viable approach.

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 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. 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.

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 and sign-off requirements for relocations. 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 should participate in its costs. Any efforts to limit TIF's scope or flexibility should be thoughtfully and collaboratively approached, with significant input from cities.

CAPPING LEGAL FEES, ESTABLISHING TIMELINES FOR RESOLVING PROPERTY ACQUISITION ISSUES

Like all cities, Ankeny occasionally needs to utilize eminent domain procedures to acquire property for the construction of street and utility projects, easements, etc. It is a given that changes should continue to ensure property owners receive just compensation as required by the U.S. and Iowa Constitutions. But Iowa's system occasionally provides an opportunity for long, drawn-out legal processes to finalize payments for such acquisitions. The process can result in exorbitant, taxpayer-unfriendly legal fees resulting from years of delays. A review of relevant statutes and inclusion of carefully crafted language that establishes reasonable legal fee caps and establishes reasonable timeframes to resolve such issues would provide a fairer system for taxpayers without negatively impacting property owners.



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Central Iowa Water Works 28E/28F

EXECUTIVE SUMMARY:
See attached memorandum.

FISCAL IMPACT: Yes

Joining the Central Iowa Water Works will require an investment to purchase the reserve capacity and also seed money to get the new regional organization established. Staff included the previous estimates in the Water Utility cash flows last year and will update those numbers in early 2024 as part of the fiscal year 2025 budget process. Regionalizing water production is not expected to reduce Ankeny ratepayers' costs compared to today's costs; however, it is expected that regionalizing production would moderate rate increases moving forward.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends the City Council approve the Resolution conditionally authorizing the

inclusion of the City of Ankeny as a founding agency of Central Iowa Water Works; and conditionally approving the Central Iowa Water Works 28E/28F agreement; and conditionally authorizing the execution of the Central Iowa Water Works 28E/28F agreement by the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Board Action(s): Oct. 16, 2023: The City Council approved Resolution 2023-409 indicating intent to participate and authorizing the inclusion of the City of Ankeny in the final draft agreement establishing Central Iowa Water Works. October 2, 2023: Des Moines Water Works presentation to the Ankeny City Council. February 21, 2022: The City Council approved Resolution 2022-100 approving the City of Ankeny's participation in further discussions and exploration concerning the establishment of Central Iowa Water Works. Additionally, there have been numerous public discussions and updates on regionalization over the past six years.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION conditionally authorizing the inclusion of the City of Ankeny as a founding agency of Central Iowa Water Works; and conditionally approving the Central Iowa Water Works 28E/28F agreement; and conditionally authorizing the execution of the Central Iowa Water Works 28E/28F agreement by the City of Ankeny.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Memo
 Resolution
 28E/28F

MEMORANDUM

TO: Mayor and City Council members
DATE: December 22, 2023
RE: Central Iowa Water Works 28E/28F

Background and composition of Central Iowa Water Works

As Council is aware, a number of water utilities and local governments have been working for the past six-plus years to regionalize water production in the Des Moines metro. The initial framework and discussions regarding the formation of a regional utility included all communities, with substantial input and involvement from Ankeny. While existing regional efforts like the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), in which Ankeny fully participates and benefits from, served as a baseline for the initial framework of Central Iowa Water Works, efforts were made to improve upon our existing regional organizations in an effort to set up the new Board with the tools it needs while respecting the fact the new Board and management should be afforded the latitude to do their respective jobs. What the initiative lacked in pace—exacerbated by the pandemic—it more than made up for in attention to detail, transparency, opportunity for stakeholder input, and improvements in the organizational structure of the finished product.

A consultant hired in 2017 by Des Moines Water Works (DMWW), Urbandale Water Utility and West Des Moines Water Works to conduct a financial analysis and evaluate the potential benefits of regional water production showed there were significant financial benefits of doing so, and it has taken several years to work out the details. A group consisting of DMWW, Urbandale Water Utility and West Des Moines Water Works—all of which are governed by separate boards—have been meeting regularly to work through details of what has become the proposed

28E/28F agreement (attached) for Central Iowa Water Works. Over the past several years, Ankeny management and elected leadership have continued to have a voice in those discussions and the group has disseminated a number of updates the past couple of years and received and considered individual communities' feedback. While not every request of ours was granted, that is to be expected when contemplating such a complex regional effort with so many stakeholders with slightly, and sometimes not so slightly, varying perspectives.

It is contemplated that Central Iowa Water Works will include 12 participating communities/utilities: Ankeny, Clive, DMWW, Grimes, Johnston, Norwalk, Polk City, Urbandale Water Utility, Warren Water District, Waukee, Xenia rural Water District and West Des Moines Water Works. The cities of Altoona and Bondurant decided not to participate in Central Iowa Water Works.

Regionalization addresses needs, manages costs

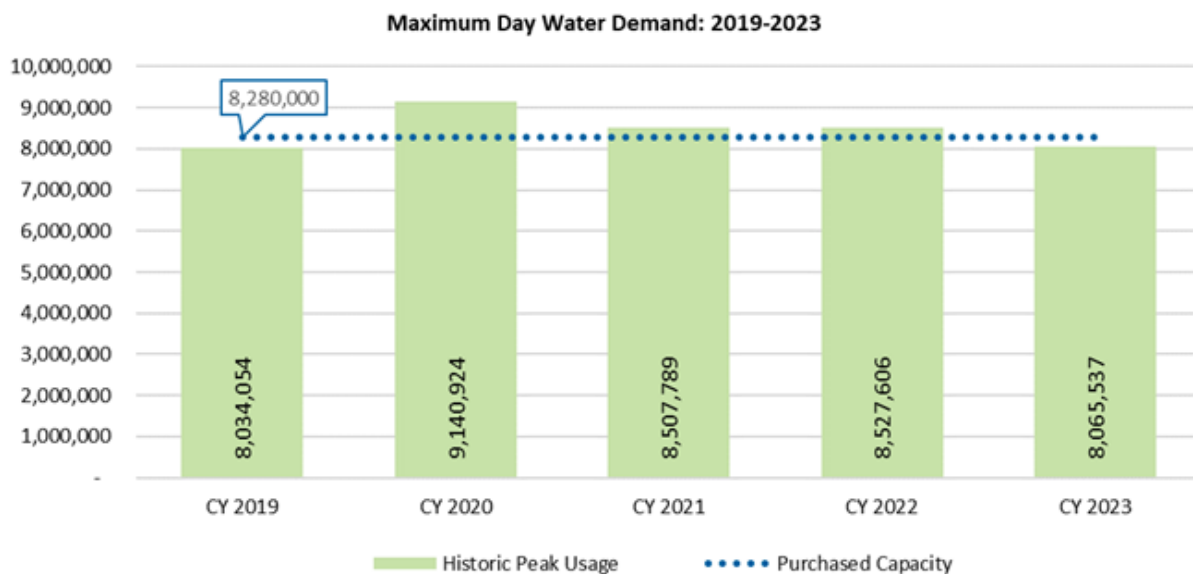
Forming and fully participating in the regional utility addresses multiple issues for Ankeny. Ankeny, as a fast-growing community that currently purchases 100% of its water from Des Moines Water Works, needs confidence in its ability to provide safe, sufficient and affordable drinking water for our end users: a rapidly growing population and thriving business community, including an expanding food manufacturing/consumable food production cluster, some of which are significant water users. The regional utility will provide for increased production, an efficient use of scarce resources, and the ability to manage costs. It will also provide improved redundancy and resiliency as all existing production facilities of participating communities and utilities will be transferred into Central Iowa Water Works to meet the entire region's needs. Economies of scale allow for the region to benefit from lower marginal cost increases of water production, the capital and operating costs of which have been increasing at substantial rates. To be clear, regionalizing water production is not expected to reduce Ankeny ratepayers' costs compared to today's costs; but rather, it is expected that regionalizing production would moderate rate increases moving forward when compared to the current model. And, as a founding member, Ankeny will have a seat on the governing Board of the new utility. All participating communities/utilities will have one seat with the exception of Des Moines Water Works, which will receive two seats on the new Board. Ankeny will receive a second seat on the Board once its population reaches 100,000 (actual or estimated by the U.S. Census Bureau).

Ankeny retains distribution system, customer service and billing operations

It is important to note that Central Iowa Water Works will govern water production and transmission to the City of Ankeny and its other partners. Ankeny will continue to own, govern and manage its own distribution system, its own Aquifer Storage Recovery (ASR) facilities, and provide billing and customer service to our local customers. CIWW will set rates/costs for water production, while the City Council will continue to establish rates for the sale of water to its customers.

Capacity implications and costs

Ankeny's current purchased capacity with Des Moines Water Works is 8.28 million gallons per day (mgd), a number that hasn't changed since 2005, when Ankeny's population was 36,161, or about half of what it is today. When we exceed that number, even by a single gallon on a single day in a given year, we pay an upcharge for all water purchased the following calendar year under our current contractual agreement. With Ankeny's explosive growth, we have in recent years exceeded our capacity more years than not, as illustrated below.



Capacity is addressed in a significant, immediate, and cost-effective way via regionalization. Ankeny would receive an initial capacity of 15.026 mgd (Schedule V-3, Capacity Allocations) with the formation of the regional utility (calculated by adding our five-year average maximum day and our share of the reserve capacity), an increase of more than 6.7 mgd based on our share of the allocation of reserve capacity. The cost of this is ~ \$11 million. It is anticipated that Ankeny will also

see its capacity increase, by another 2.415 mgd, for a total of 17.441 mgd, once the planned 10 mgd expansion of the Saylorville facility is complete (Schedule IV-10). The cost of this is estimated at \$36.6 million. The reserve capacity and Saylorville capacity allocation numbers are slightly higher than previous estimates because capacity that would have gone to Altoona and Bondurant is being shared by most other Central Iowa Water Works participants. We have included previous cost estimates in our water cash flows, and those will be updated in the fiscal year 2025 budget process to reflect the new costs.

The Jan. 2 City Council agenda will include an action item to approve the resolution approving the 28E/28F agreement conditioned on all of the aforementioned cities/water utilities formally approving the same and joining the regional utility. The resolution also contains other provisions related to entering into the agreement, including acknowledging and consenting to the planned issuance of up to \$900 million of water revenue debt by the new utility over a period of time.

Recommendation

I recommend approval of the Resolution and 28E/28F providing for Ankeny to join and fully participate in Central Iowa Water Works. The City Attorney has been very involved in drafting the agreement, and has approved the final version. This regional initiative reflects perhaps the largest amount of management time invested in a single issue in recent years. There will be bumps in the road as with any regional effort; but, in my opinion, this action represents one of the most significant regional accomplishments in the overall best interests of ratepayers in the metro.

C: Mike Schrock, Assistant City Manager
 Jennifer Sease, Administrative Services Director
 Don Clark, Municipal Utilities Director
 Amy Beattie, City Attorney

RESOLUTION NO. _____

RESOLUTION CONDITIONALLY AUTHORIZING THE INCLUSION OF THE CITY OF ANKENY AS A FOUNDING AGENCY OF CENTRAL IOWA WATER WORKS; CONDITIONALLY APPROVING THE CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT; AND CONDITIONALLY AUTHORIZING THE EXECUTION OF THE CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT BY THE CITY OF ANKENY.

WHEREAS, the City of Ankeny, a city operating a municipal water utility organized and operating in accordance with Iowa Code chapter 384, has a duty to its citizens and customers to provide the quantity and quality of water needed for the City of Ankeny;

WHEREAS, historically the Des Moines metropolitan regional area (the "Region") has successfully joined together to provide water services to customers through shared facilities under various agreements;

WHEREAS, the concept of regional governance and ownership of water supply facilities has been studied for many years among the water utilities serving communities in the Region to analyze and recommend a way to provide the needed quality and quantity of water to customers in the Region both now and in the future;

WHEREAS, the City of Ankeny considers it desirable to establish a shared regional system of drinking water supply production facilities under regional ownership and governance to meet all of its existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers;

WHEREAS, certain water utilities, rural water districts and governmental entities have developed a defined framework for the organization of a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, to be known as the Central Iowa Water Works ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the form of the Central Iowa Water Works 28E/28F Agreement, dated November 28, 2023 which is available for review at <https://bit.ly/CIWWExecution28E28F> and a copy of which is on file at the offices of the City of Ankeny located at 410 W 1st Street, Ankeny, Iowa (the "CIWW Agreement"); and

WHEREAS, the City of Ankeny believes it is in the best interest of its citizens and customers, and in fulfillment of its fiduciary duty to those citizens and customers for the provision of long-term comprehensive water needs, to participate as a Founding Agency of CIWW, as defined in the CIWW Agreement, subject to formal approval by all anticipated Founding Agencies named therein.

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City of Ankeny:

Section 1. That the City of Ankeny and its citizens and customers served by the City of Ankeny would benefit from membership as a Founding Agency in CIWW, in accordance with the CIWW Agreement, and it is advisable to enter into the CIWW Agreement in the form presented, subject to any revisions needed to correct scrivener errors or to correct other manifest mistake as determined by staff and legal counsel. Entering into said Agreement provides benefit to the City of Ankeny and its citizens and customers, including collaborative planning and management of water resources, equitable sharing of system costs and risks, and system resiliency.

Section 2. That joinder by the City of Ankeny to the CIWW, and the CIWW Agreement in the form presented to the City Council is hereby approved, conditioned upon the formal approval by all named parties in the current CIWW Agreement.

Section 3. The City Clerk is hereby directed to file a certified copy of this Resolution with CEO and General Manager of the Des Moines Water Works to evidence its conditioned approval of the CIWW Agreement.

Section 4. Upon confirmation of the full and final approval of the CIWW Agreement by all named parties therein, the Mayor and City Clerk are hereby directed to execute the CIWW Agreement on behalf of the City of Ankeny, and to complete any actions necessary to effectuate the purposes of creating CIWW. Participation as Founding Agency shall be contingent upon the execution, delivery, and filing with the Iowa Secretary of State of the CIWW Agreement after its execution by all other Founding Agencies named therein.

Section 5. Pursuant to Iowa Code section 28F.3, the City of Ankeny hereby acknowledges, consents to, and confirms the planned issuance of not to exceed \$900,000,000 of water revenue debt by CIWW in one or more series and over multiple years, in accordance with the CIWW Agreement.

PASSED AND APPROVED this ____ day of _____, 202__.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF _____

)

I, the undersigned City Clerk of the City of _____, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this ____ day of _____ 202__.

City Clerk, City of _____, State of Iowa

**CENTRAL IOWA WATER WORKS
28E/28F AGREEMENT**

Execution Version Dated November 28, 2023

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CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT

WHEREAS, the Board of Water Works Trustees of the City of Des Moines, Iowa, (“DMWW”), the Board of Water Works Trustees of the City of West Des Moines, Iowa, (“WDMWW”), the Water Utility Board of Trustees of the City of Urbandale, Iowa (“UWU”), and the municipal water utility systems of the Cities of Ankeny (“Ankeny”), Clive (“Clive”), Johnston (“Johnston”), Grimes (“Grimes”), Norwalk (“Norwalk”), Polk City (“Polk City”), and Waukee (“Waukee”), Iowa, each a municipal water utility organized and existing under the Iowa Code, and the Warren Water District (“Warren”), a rural water district organized and existing under Chapter 357A, Iowa Code, and Xenia Rural Water District (“Xenia”), a rural water district organized and existing under Chapter 357A, Iowa Code (collectively, the “Founding Agencies”) are each duly established public agencies in the State of Iowa that own and operate public water supply systems serving retail customers and others, and each consider it to be desirable, in their best interests, and in the best interests of their respective entities and water consumers to establish a shared regional system of drinking water production and supply facilities under regional governance to meet their existing and future needs for safe, sufficient, reliable, and reasonably priced drinking water to be delivered by them in turn to their respective customers; and

WHEREAS, the Founding Agencies desire to exercise and share their respective powers pursuant to Chapter 28E and Chapter 28F, Iowa Code, to establish a new regional water authority as a joint cooperative undertaking to be created as a separate public entity to be known as the “Central Iowa Water Works” to act as a regional water wholesale production and supply provider exclusively to the Member Agency utilities under the terms of this Agreement, with other incidental wholesale service only to the extent permitted by this Agreement; and

WHEREAS, the Founding Agencies have agreed that from and after the Effective Date the terms of this Agreement shall be given full effect and shall govern the matters set forth herein.

NOW, THEREFORE, the undersigned Founding Agencies agree as follows:

ARTICLE I. PURPOSES AND ESTABLISHMENT OF LEGAL ENTITY

Section 1. Purposes. The purposes of this Agreement are: (a) to establish a joint cooperative undertaking by creating, establishing, and providing for the operation of, a separate entity under Chapter 28E and Chapter 28F, Iowa Code, as a body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B. 311; (b) to create and provide for operation of a regional water wholesale production and supply entity that shall operate exclusively on a cooperative basis for the mutual benefit of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement, as their exclusive water supply provider except as otherwise provided in this Agreement; (c) to otherwise achieve the objectives set forth in Section 5 of this Article; (d) to delegate to such entity certain powers and authorities of the Founding Agencies and other agencies subsequently admitted to membership

as provided by this Agreement to the fullest extent allowed by law; and (e) to otherwise govern and provide for the operation and governance of such entity.

Section 2. Founding Data. The terms of this Agreement are based on the historic annual finished water demand (“Annual Demand”) and the historic maximum day utilization of capacity (“Max Day Demand”) of the Founding Agencies as defined and set forth in Schedule I-2 attached. The parties agree that the Annual Demand and Max Day Demand information stated in Schedule I-2 is true and correct for the calendar years 2018 through 2022, inclusive, for all purposes of this Agreement. Schedule I-2 shall be augmented to include the Annual Demand and Max Day Demand data for the preceding five (5) calendar years for each new agency admitted to membership after the Effective Date of this Agreement. Schedule I-2 shall be updated to include data for each calendar year after 2022, subject to approval of the Board. In the event of a loss of a significant customer, a Member Agency may, prior to the annual update of Schedule I-2, petition the Board for an adjustment to the five-year average of Annual Demand and Max Day Demand for purposes of fairly allocating costs in future budget years. The Technical Committee shall review the petition and advise the Board before it takes action on the petition. If the Board approves the petition, Schedule I-2 shall reflect the petitioner’s adjusted five-year average Annual Demand and Max Day Demand as determined by the Board.

Section 3. Creation of Entity and Name. An entity is hereby established under Chapter 28E and 28F, Iowa Code. Its name shall be:

CENTRAL IOWA WATER WORKS

(referred to herein as “CIWW”).

Section 4. Membership. Each of the Founding Agencies shall be a member of CIWW upon execution of this Agreement. Additional public agencies meeting the eligibility requirements of this Agreement, and approved for admission to membership as provided herein, shall become Member Agencies upon the effective date of their joinder in this Agreement. References herein to “Member Agency” and “Member Agencies” shall mean the Founding Agencies, and any other public agency subsequently admitted to membership as provided herein (“New Member Agency”). Entities to which a Member Agency provides water service under a Total Service Agreement as defined in Section 14 of Article IV or other wholesale agreement are not Member Agencies.

Section 5. CIWW Objectives. The objectives of CIWW shall be:

- (a) To be a membership organization governed by, and operated for the mutual benefit of, its Member Agencies;
- (b) To manage the natural resource of water as a region to ensure drinking water remains safe, in sufficient supply, and available to meet the needs of the people of central Iowa served by the Member Agencies;
- (c) To manage water costs to Member Agencies by providing value and stability through economies of scale and regional public governance and management;
- (d) To improve the governance of regional water production to include wider representation within the region served by the Member Agencies;

- (e) To consolidate the authority for the planning and expansion of Water Supply Facilities including construction of new Water Supply Facilities;
- (f) To establish shared ownership of existing Water Supply Facilities of the Founding Agencies;
- (g) To provide for the ownership, operation, and maintenance of Water Supply Facilities of the Member Agencies;
- (h) To act as the exclusive wholesale supplier of water to the Member Agencies, except as otherwise provided in this Agreement, and to establish rates for water production consistent with its expenses and capital needs;
- (i) To retain and not displace the structure and governance of all existing Member Agency water utility boards, city water utilities and rural water districts in all matters related to distribution of water to their residential, business, and other customers; and
- (j) To advance and promote regional and statewide water resource management as a critical quality of life and economic development asset in the context of climate change and source water quality and quantity challenges.

Section 6. Status as Separate Legal Entity. CIWW is organized exclusively under Chapters 28E and 28F, Iowa Code, to permit joint exercises of any powers, privileges or authorities exercised or capable of exercise by city utilities and other public agencies, including rural water districts organized under Chapter 357A, Iowa Code, as Founding Members or Member Agencies in the future, to maximize the mutual benefits and efficiencies of collaboration thereunder. Pursuant to Sections 28E.4, 28E.5, and 28F.1, Iowa Code, CIWW shall be constituted as a separate legal and administrative entity to be governed by the Board established under Article VIII, subject to the Member voting requirements of Article XI. As so constituted, CIWW shall be a public body corporate that is separate and distinct from its Member Agencies, but organized and operated for their mutual benefit.

Section 7. Governmental Status. CIWW shall be a body corporate and a political subdivision of the State of Iowa under Chapter 28E and Chapter 28F, Iowa Code, and an instrumentality of political subdivisions of the State of Iowa as a joint cooperative undertaking for the exclusive benefit of its Member Agencies. CIWW shall be a governmental body subject to open meetings requirements under Chapter 21, Iowa Code, and a government body subject to open records requirements under Chapter 22, Iowa Code, to the extent provided by law, as amended. CIWW shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

Section 8. Limited Liability of Member Agencies. Except as otherwise provided by Chapter 28F, Iowa Code, and by this Agreement, no Member Agency of CIWW shall be liable in such capacity for any acts or omissions, debts, or other obligations of CIWW. No assets, revenues, or taxing authority of any Member Agency may be reached, attached, or executed upon by any creditor of, or claimant against, CIWW.

Section 9. Initial Capital Contributions. The Founding Agencies shall make initial start-up Capital Contributions to CIWW based on their proportionate shares of Annual Demand in the amounts set forth in Schedule I-9 (“Initial Capital Contributions”). Such Initial Capital Contributions shall be made in cash within sixty (60) days of the Effective Date. The Board shall evaluate the sufficiency of CIWW’s initial capital after the Effective Date under the provisions of Section 2 of Article XV, and if required upon such evaluation, the Board shall increase the Initial Capital Contribution of each Member Agency, and cause Schedule I-9 to be revised accordingly and specify the due date for payment of additional amounts. Capital Contributions shall earn no interest or other investment return and shall be non-refundable, except as otherwise expressly provided in this Agreement. Each New Member Agency shall make an initial capital contribution in the amount as required by the Board.

Section 10. Reimbursable Start-Up Expenses. Certain start-up expenses incurred by certain Founding Agencies for the benefit of CIWW prior to the Effective Date of this Agreement shall be reimbursed by CIWW prior to the Operational Commencement Date. Schedule I-10 details the expenses eligible for reimbursement to Founding Agencies.

Section 11. No Seal. CIWW shall have no seal.

Section 12. Effective Date. This Agreement shall be effective, and the existence of CIWW shall commence, after all of the Founding Agencies have authorized and executed this Agreement, on the date of its filing with the Iowa Secretary of State as provided by Section 28E.8, Iowa Code. The date the fully executed Agreement is filed shall be the “Effective Date.”

Section 13. Operational Commencement. CIWW shall commence operations as a wholesale water supplier to Member Agencies on January 1, 2025, or on such later date approved by the Board on which the transfer of all of the Designated Water Supply Facilities of the Founding Agencies to CIWW hereunder is consummated (the “Operational Commencement Date”).

Section 14. Term and Period of Existence. The initial term of this Agreement, and the initial period of existence of CIWW, shall be forty (40) years from the Effective Date. Early termination and any extension of such term of existence shall be governed by Article XXIV.

Section 15. Manner of Financing. The manner of financing of the joint and cooperative undertakings of the Member Agencies hereunder shall be Capital Contributions from, and funding of certain capital projects by, Member Agencies as provided herein, wholesale water delivery and other operating revenues, state, federal or other grant receipts, and issuance of bonds and indebtedness under Chapter 28F, Iowa Code, as amended.

Section 16. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party to this Agreement shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder.

ARTICLE II. POWERS OF CIWW

Section 1. Powers Generally. Except as expressly limited under this Agreement, CIWW shall have and may exercise, under the direction of the Board constituted under Article VIII, any and all powers necessary and proper to the accomplishment of the purposes provided herein, to the fullest extent permitted under Chapter 28E and Chapter 28F, Iowa Code, as the same may be amended and supplemented in the future, or under any other applicable law.

Section 2. Specific Enumeration of Powers. Without limiting the generality of the powers conferred under Section 1 of this Article, the powers of CIWW include, but are not limited to, the power to do all of the following within the limitations provided by this Agreement:

- (a) To perform the functions of production, storage, delivery, sale, and re-sale of wholesale water to, on behalf of, and as an essential governmental purpose of the Member Agencies;
- (b) To acquire drinking water for re-sale to its Member Agencies or to non-member public water supply systems, as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (c) To produce drinking water for sale to its Member Agencies and to non-member public water supply systems as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (d) To sell water on a wholesale basis to Member Agencies and to non-member public water supply systems, and to provide for the terms of such service by rule or by contract;
- (e) To establish, adopt and enforce rules and regulations governing its operation and provision of wholesale water service;
- (f) To establish rates and charges for wholesale water service, and reasonable penalties for any rates or charges that are delinquent. Rates and charges shall be non-discriminatory and imposed in accordance with Schedule VI-2 herein;
- (g) To plan for, acquire, construct and secure such Water Supply Facilities as it deems necessary or proper;
- (h) To operate and secure CIWW Water Supply Facilities for the benefit of Member Agencies;
- (i) To contract for, or provide and maintain, security to preserve and protect the CIWW Water Supply Facilities and properties owned or operated by CIWW, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public and the public water supply;
- (j) To contract with any public or private entity to acquire supplies of water for re-sale or to acquire Water Supply Facilities, and any other services as it may require;
- (k) To take any actions necessary or appropriate to secure or improve the quality and available quantity of source waters required for the provision of safe drinking water to its Member Agencies and otherwise to advance and promote regional and state-wide water resource management;
- (l) To do all things necessary and proper to operate as a regional water wholesale supplier;
- (m) To rent, lease, or purchase, or otherwise acquire any tangible personal property,

- real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (n) To approve its own budget, including approval and payment of its costs of operation and maintenance;
 - (o) To make provision for its capital needs and requirements;
 - (p) To contract for services or employ such staff as it deems necessary, or both;
 - (q) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
 - (r) To insure its properties and its risks against loss;
 - (s) To retain legal counsel, accountants, professional engineers, and other professional advisers needed in order to fulfill the purposes of this Agreement;
 - (t) To establish Bylaws as provided by Section 13 of Article VIII;
 - (u) To sue or be sued;
 - (v) To enter into agreements, contracts or other arrangements for the financing of its operational and capital requirements, and joint projects hereunder, including the issuance of bonds or other debt;
 - (w) To merge or consolidate with another entity;
 - (x) To sell or dispose of any or all of its assets;
 - (y) To apply for grants or other funding from state government, federal government, or non-governmental entities;
 - (z) To exercise the powers generally possessed and exercised by Member Agencies under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; and
 - (aa) To exercise any of the powers of Member Agencies delegated to CIWW to the maximum extent permitted under Chapter 28E, Iowa Code, and all powers granted to entities under Chapter 28F, Iowa Code.

ARTICLE III. LIMITATIONS OF SCOPE AND CIWW POWERS AND OPERATIONS

Section 1. Prohibited Activities. Notwithstanding the provisions of Article II, CIWW shall not have the power under this Agreement to do any of the following:

- (a) Sell or distribute water to any entity that is not a public water supply system, as defined in Chapter 455B, Iowa Code, or otherwise engage in distribution of water at retail to any customers;
- (b) Directly furnish water to customers within the individual distribution systems of Member Agencies;
- (c) Have any power over the rates charged by Member Agencies;
- (d) Provide free water to any private or public agency;
- (e) Provide any preference in service to any Member Agency or discriminate in service against any Member Agency;
- (f) Establish any rates or rate methods that unreasonably favor or discriminate against any Member Agency;

- (g) Restrict any Member Agency from serving any specific retail customer within the terms of this Agreement;
- (h) Enter into any other business other than provision of water to Member Agencies;
- (i) Enter into any Total Service Agreements as defined by Section 14 of Article IV; or
- (j) Pledge the assets or revenue of CIWW to any person or entity, or to serve as a surety for any Member Agency, except as expressly provided in Article XVII related to the issuance of bonds.

Section 2. No Private Inurement. No part of the net earnings of CIWW shall inure to the benefit of, or be distributable to any private person or private agency, except CIWW is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

ARTICLE IV. CIWW EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS AND TRANSFER OF EXISTING WATER SUPPLY FACILITIES

Section 1. Exclusive Supply Rights. Except as set forth in Schedule IV-1, each of the Founding Agencies hereby grants to CIWW the exclusive right to supply all finished drinking water required by their respective water utilities, on a wholesale basis on terms as provided herein, to be effective as of the Operational Commencement Date. Each new Member Agency shall grant the same rights to CIWW as a condition of its membership.

Section 2. Definitions of Water Supply Activity and Water Distribution Activity.

(a) As used in this Agreement, “Water Supply Activity” shall mean and include:

- (i) Acquisition and withdrawal of surface water or groundwater as a raw source of water for treatment and re-sale;
- (ii) Storage of raw source water;
- (iii) Treatment of raw source water to produce finished drinking water;
- (iv) Storage of treated water for later delivery on a wholesale basis to a public water supply system;
- (v) Transmission, pumping, and supply of finished water on a wholesale basis to a Member Agency or other public water supply system; and
- (vi) Other activities necessary and appropriate for CIWW to meet its water supply obligations to Member Agencies under this Agreement.

(b) As used in this Agreement, “Water Distribution Activity” shall mean and include:

- (i) Acquisition of finished water from CIWW or from others as permitted under this Agreement;
- (ii) Distribution, distribution storage, delivery, and metering of finished water to the customers of a Member Agency; and
- (iii) All activities, other than a Water Supply Activity, required to conduct business as a public water supply utility.

- (c) Water Supply Activity shall not include Water Distribution Activity and Water Distribution Activity shall not include Water Supply Activity. The Board shall refer any uncertainty or dispute regarding the scope of Water Supply Activity and Water Distribution Activity to the Technical Committee for review and recommendation to the Board regarding proper classification. The Board shall make a final decision regarding whether an activity is a Water Supply Activity or Water Distribution Activity after receipt of the Technical Committee's recommendation.

Section 3. Definitions of Water Supply Facilities and Water Distribution Facilities.

- (a) As used in this Agreement, "Water Supply Facilities" shall mean the assets and facilities used to conduct Water Supply Activity, including assets transferred to CIWW on the Operational Commencement Date or subsequently created or acquired by CIWW. This definition includes source water systems, water treatment plants, aquifer storage and recovery ("ASR") systems or other storage facilities used for Water Supply Activity, and the transmission pumps, mains, and systems, including easements, required to conduct Water Supply Activity on an efficient basis. Water Supply Facilities include facilities used for Water Supply Activity even if also used, in part, for certain Water Distribution Activity. Except as any Founding Agency and CIWW may otherwise agree as to any specific property or facility, Water Supply Facilities shall not include the existing office buildings and/or distribution buildings, or assets not related to CIWW Water Supply Activities of the Founding Agencies or any existing grounds or facilities made available to the public for park or other recreational use.
- (b) As used in this Agreement, "Water Distribution Facilities" shall mean the assets and facilities used to conduct Water Distribution Activity by a Member Agency, either individually or on a shared basis, including water feeder and distribution mains, water towers, or ASR systems not used for Water Supply Activity, and other storage of finished water by a Member within its system of distribution, as required to conduct Water Distribution Activity on an efficient basis.
- (c) Water Supply Facilities shall not include Water Distribution Facilities and Water Distribution Facilities shall not include Water Supply Facilities.
- (d) The differentiation and line of demarcation between Water Supply Facilities and Water Distribution Facilities shall be based on the principles that facilities that primarily provide a system-wide water supply benefit shall be deemed Water Supply Facilities, while facilities, whether or not shared, that primarily provide benefit to individual Member Agencies shall be deemed Water Distribution Facilities. Any uncertainty or dispute regarding the scope of Water Supply Facilities and Water Distribution Facilities shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding whether a facility is a Water Supply Facility or Water

Distribution Facility only after receipt of the Technical Committee's recommendation.

Section 4. Transition Rule. All assets transferred to CIWW in accordance with Schedule IV-7 of this Agreement shall be Water Supply Facilities without regard to anything contained in this Agreement to the contrary. All facilities constructed after the Operational Commencement Date shall be treated as Water Supply Facilities or Water Distribution Facilities by the application of definitions in this Agreement. All Water Supply Facilities transferred shall be transferred subject to pre-existing cost sharing arrangements, which arrangements shall be assigned to, and assumed by, CIWW.

Section 5. Limitations on Founding Agency Water Supply Activities.

- (a) Beginning on the Operational Commencement Date, the Founding Agencies shall not:
 - (i) Engage in Water Supply Activity, except as a supplier to CIWW or as permitted under Sections 1, 14, 15, and 16 of this Article;
 - (ii) Except as allowed by Schedule IV-1, contract for drinking water supplies from any party other than CIWW;
 - (iii) Acquire or expand assets providing for Water Supply Activity that infringe on CIWW's exclusive right to serve as described in this Article, except to the extent approved in advance by the Board; or
 - (iv) Apply for new water allocation permits from the State of Iowa, or in any way alter the flows or water quality of surface or groundwater supplies, allocated to CIWW or to CIWW's contract suppliers, unless agreed to by CIWW.
- (b) Notwithstanding Section 5(a) of Article IV, each of the Founding Agencies has the right to conduct Water Distribution Activity, and to supply water as permitted under Sections 14, 15, and 16 of this Article, but construction or operation of ASR facilities as a part of a Water Distribution Activity shall be subject to Section 19 of this Article.
- (c) Each New Member Agency shall agree to the foregoing limitations and reservations as a condition of its membership.

Section 6. CIWW Service Obligations. Effective as of the Operational Commencement Date, CIWW shall supply the drinking water required by Member Agencies, except as otherwise provided in Schedule IV-1, on a non-discriminatory basis, within the limits of its capacity, at existing connection points, with future connections approved by the Board in accordance with the service obligations standards as set forth in Schedule IV-6. CIWW shall take reasonable steps required to maintain and expand its capacity to meet the projected finished water needs of the Member Agencies in accordance with the CIWW Long Range Plan, and to assure that drinking water delivered by CIWW shall meet all applicable state and federal water quality regulations.

It shall be the responsibility of CIWW to manage the interaction, for CIWW's use, between various water qualities of the Water Producing Member Agencies, and to bear the expense thereof.

Section 7. Transfer and Operation of Existing Water Supply Facilities. DMWW, WDMWW, Grimes, and Polk City, shall transfer their existing Water Supply Facilities and related rights to CIWW on the terms provided by this Agreement to be effective on the Operational Commencement Date. UWU, Xenia, and Waukee will also transfer certain assets related to Water Supply Activity. The specific facilities and assets to be transferred are set forth in Schedule IV-7 (the "Designated Water Supply Facilities"), together with certain terms of transfer. Each Member Agency transferring a Designated Water Supply Facility, except UWU, Xenia, and Waukee is a "Water Producing Member Agency," or collectively the "Water Producing Member Agencies." From and after the Operational Commencement Date, Water Producing Member Agencies shall continue to operate their respective Designated Water Supply Facilities exclusively for the benefit of CIWW under operating contracts with CIWW as provided in Article V, Section 1, and shall exclusively dedicate their use of waters of the State of Iowa, under permits from the Iowa Department of Natural Resources, to CIWW until such time as such permits are issued to or transferred to CIWW.

Each of the Water Producing Member Agencies shall transfer the ownership interests in Designated Water Supply Facilities as set forth in Schedule IV-7 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement, subject to the prior execution of an Operating Contract with CIWW under Article V, Section 1. CIWW shall acquire ownership as provided in Article XIII. CIWW Water Supply Facilities shall be permitted in accordance with applicable law.

UWU, Xenia, and Waukee shall each transfer the ownership interests in certain Designated Water Supply Facilities as set forth in Schedule IV-7 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement.

Section 8. Ownership, Operation, and Maintenance of Designated Water Supply Facilities prior to Operational Commencement Date. Each of the Water Producing Member Agencies, UWU, Xenia, and Waukee shall continue to own and operate its respective Designated Water Supply Facilities, until such time as the transfer of such assets to CIWW is consummated hereunder. Until the Operational Commencement Date, each Water Producing Member Agency shall have the right and the obligation at its own expense, except as otherwise provided in this Agreement, to undertake such repair, replacement and improvement of its Designated Water Supply Facilities as it determines are reasonably needed to maintain its Designated Water Supply Facilities in good sound operational condition and to maintain their full operational capacity.

Section 9. Repair, Replacement, Updating, Improvement, and Expansion. Except for the Saylorville Expansion Project, which shall be governed by Section 10 of this Article, from and after the Operational Commencement Date, the cost of repair, replacement, updating, and improvement of Designated Water Supply Facilities shall be paid by CIWW as provided in Section 2 and Section 9 of Article V. The currently planned facility projects listed in Schedule

IV-9 shall be constructed by the Founding Agencies as listed without further Board approval and the costs thereof shall be paid by CIWW.

Each of the Water Producing Member Agencies shall expand the capacity of their Designated Water Supply Facilities to the extent directed by the Board, provided that CIWW makes provision to pay for the full cost of such Capacity Expansions. Water Producing Member Agencies shall not otherwise expand the capacity of the respective Designated Water Supply Facilities without the consent of the Board.

Section 10. Saylorville Water Treatment Plant Expansion. DMWW shall plan, design and commence construction of a 10 MGD expansion of the Saylorville Water Treatment Plant (the “Saylorville Expansion Project”) to be included within its Designated Water Supply Facilities. To the extent DMWW incurs indebtedness for the Saylorville Expansion Project, CIWW shall assume said outstanding debt incurred by DMWW and reimburse DMWW for the full actual costs thereof, including debt service paid by DMWW to the date of the transfer of the Saylorville Expansion Project to CIWW. Thereafter, the parties agree that debt service on said assumed debt shall be paid by certain of the Founding Agencies in the shares set forth in Schedule IV-10. The new capacity created by the Saylorville Expansion Project shall be allocated among the Founding Member Agencies as set forth in Section 4 of Article V.

Section 11. DMWW Incomplete Facility Projects. To the extent DMWW has, within five (5) years prior to the Operational Commencement Date, budgeted for repair, replacement, and improvement facility projects and has fully recovered the budgeted cost of such projects in prior years’ rates and water revenue, but such projects remain incomplete as of the Operational Commencement Date, DMWW shall pay the unexpended budgeted amounts, or if only partially collected in prior years’ rates and water revenue, the partially collected unexpended amounts of these projects, in cash to CIWW. Such cash payment shall be included in the book value of assets transferred by DMWW to CIWW in Schedule XIII-1. An estimate of such projects and their budgeted costs is set forth in Schedule IV-11. Schedule IV-11 shall be updated as of the Operational Commencement Date.

Section 12 Costs of Water Supply Facilities Also Used for Water Distribution Activity, for Total Service Agreements or for Permitted Wholesale Service. To the extent CIWW Water Supply Facilities are used in part to support Water Distribution Activity by a Member Agency or used in part to support a Member Agency’s provision of service under Total Service Agreements or wholesale agreements permitted under Sections 15 or 16 of this Article, all of the costs of such Water Supply Facilities shall be allocated and shared, notwithstanding any other provision of this Agreement, as follows: (i) in accordance with the existing agreements assumed by CIWW in connection with Asset Transfers as set forth in Schedule IV-7 to the extent applicable; or (ii) otherwise in accordance with the guiding principles set forth in Schedule IV-12. It is intended that the existing agreements assumed by CIWW as provided in this Section shall be applied and administered in accordance with existing practice. In addition, each agreement shall be reviewed by the Technical Committee and such agreements may be renegotiated among the parties to this Agreement in good faith to conform with the guiding principles over a period of transition not to exceed five (5) years.

Section 13. Excess Usage of Capacity in Shared Facilities. Each Member Agency shall take reasonable steps to avoid use of capacity in shared transmission mains and pumping stations that exceeds its agreed or allocated share of such capacity and shall comply with recommendations and decisions of the Technical Committee to remediate excess usage and resulting detriment to other Member Agencies. If a Member Agency fails to comply with remediation recommendations and decisions of the Technical Committee, the CIWW Board may proceed with construction of additional capacity. The Member Agency exceeding its capacity shall reimburse CIWW for the full cost and expenses of the additional capacity provided to the Member Agency.

Section 14. Total Service Agreements. As used in this Agreement "Total Service Agreement" means an agreement, now existing or hereafter arising, between a Member Agency and another retail public water supply entity whereby the Member Agency serves the consumers of the other retail entity on a direct basis that includes distribution to a consumer's connection point, operation and maintenance of the distribution system, and billing and collection of rates and charges, and in the case of existing Total Service Agreements, supplying water. Total Service Agreements existing as of the Effective Date and potential future Total Service Agreements reserved by Member Agencies are listed in Schedule IV-14 hereto. Each Member Agency retains the right to provide water service under existing Total Service Agreements, and the consumers served under such agreements shall, for all purposes of this Agreement, be considered retail customers of the Member Agency providing such total service. However, except for potential future Total Service Agreements reserved by Member Agencies as outlined in Schedule IV-14, for new Total Service Agreements established after the Effective Date, CIWW shall be the wholesale supplier to the counterparty under the new Total Service Agreement unless such customer cannot be directly served by CIWW due to lack of geographic proximity, available transmission facilities, or other good reason as determined by the Board.

Section 15. Wholesale Water Service Master Agreement. The existing Wholesale Water Service Master Agreement among DMWW, other Founding Agencies, and others dated June 10, 2005, which made provision for "purchased capacity" (the "Purchased Capacity Master Agreement") shall be deemed terminated as among the Founding Agencies as of the Operational Commencement Date. The Purchased Capacity Master Agreement shall otherwise remain in full force and effect as to other purchasing parties that are not Member Agencies, and DMWW shall retain the right to set rates and provide service under the Purchased Capacity Master Agreement for parties that are not Member Agencies of CIWW. DMWW shall limit its supply of water under the Purchased Capacity Master Agreement to the capacity legally required to be provided under such agreement and shall not extend the Purchased Capacity Master Agreement beyond its current expiration date in 2045.

Section 16. Other Preexisting and Potential Future Wholesale Relationships. Member Agencies may continue to supply their pre-existing wholesale customers listed in Schedule IV-16 for the full term of any existing agreement, including any contract renewal periods, and until such agreement expires or is terminated. The retail customers served through pre-existing wholesale customers shall, for all purposes of this Agreement, be considered retail customers of the Member Agency. Potential future wholesale relationships reserved by Member Agencies are also included in Schedule IV-16.

Section 17. Wheeling. CIWW may request consent from a Member Agency to wheel water through the Member Agency's water distribution mains to serve other existing or potential Member Agencies. Such consent shall not be unreasonably withheld unless the Member Agency demonstrates that service to its current or reasonably expected future retail customers within the next five (5) years would be adversely affected. Wheeling arrangements shall be at mutually agreeable reasonable capacities and terms as outlined and executed in a separate wheeling agreement between CIWW, the Member Agency requesting wheeling service, and the Member Agency giving consent. Such terms shall provide that the Member Agency giving consent for wheeling shall recover from the Member Agency obtaining wheeling service the full annual capital costs, computed under a utility-basis approach that considers both depreciation expense and a rate of return on net book value, of the proportionate distribution main capacity so diverted to serve others, plus the full applicable operating costs thereof, including but not limited to pumping and chlorination costs. If, subsequent to such consent, wheeling adversely affects the granting Member Agency's service to its then existing retail customers or reasonably expected future retail customers within the next five (5) years, the Member Agency giving consent may give notice to the parties to terminate the wheeling arrangement. After receipt of such notice the Member Agency requiring connection shall be responsible for the costs of removing the wheeling connection and constructing new connection facilities to replace the wheeling connection within a reasonable time after such notice that allows for planning, funding, and construction of the new connection facilities. The wheeling arrangement shall terminate upon the completion of the new connection facilities.

Section 18. Member Agency Obligations. Except as otherwise provided herein, each Member Agency shall be solely responsible for its own assets and operations related to Water Distribution Activity and shall solely bear all costs thereof. Each Member Agency agrees, within the limits of its powers, to assist CIWW in obtaining rights for placement of infrastructure or rights to raw water sources needed to serve the Member Agencies and to support CIWW's regional system.

Section 19. ASR Operations. The construction and operation of ASR facilities of CIWW and the Member Agencies shall be subject to reasonable rules and requirements established by the Board. The initial ASR rules and requirements are set forth in Schedule IV-19. Such rules may be amended by the Board at any time.

ARTICLE V. WATER SUPPLY FACILITY OPERATING CONTRACTS AND CAPACITY EXPANSION

Section 1. Operating Contracts. CIWW and each of the Water Producing Member Agencies shall enter into a facility operating contract for operation of the particular Water Producing Member Agency's Designated Water Supply Facility from and after the Operational Commencement Date on terms as provided in the respective forms of contract approved by the governing board of each Water Producing Member Agency at the time of such governing board's approval of this Agreement, which shall include reimbursement of costs as provided in Section 2 of this Article V and Schedule V-2 from and after the Operational Commencement Date (each an "Operating Contract"). Each such initial Operating Contract shall be in full force for a minimum

term of twenty (20) years from the Operational Commencement Date. The transfer by each Water Producing Member Agency of its Designated Water Supply Facilities to CIWW shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract with such Water Producing Member Agency under this Section.

Section 2. Actual Cost Recovery. CIWW shall pay the Water Producing Member Agencies for the operation of their respective Designated Water Supply Facilities amounts pursuant to its Operating Contract that are equal to their full actual cost of providing such services plus two percent (2%), to be determined on the basis of the principles set forth in Schedule V-2 attached. Such amount shall be paid in monthly installments based on estimated costs, with a periodic true up to reflect actual costs incurred, as provided in Schedule V-2. In addition to payment of costs of operation, CIWW shall reimburse each Water Producing Member Agency for the full actual cost of all capital projects for repair, replacement and improvement of its Designated Water Supply Facilities incurred after the Operational Commencement Date as such costs are incurred. To the extent a specific project benefits both Designated Water Supply Facilities and Water Distribution Facilities, the project costs shall be allocated between CIWW and the Water Producing Member Agency based on relative benefit conferred. CIWW shall at all times maintain sufficient capital and reserves to assure its ability to meet its financial obligations under this Section, and the Board shall make Capital Calls or issue Emergency Member Agency Assessments under Article XV as needed to make timely payment to Water Producing Member Agencies.

Section 3. Initial Capacity Allocations. The initial total capacity of CIWW to supply the Member Agencies as of the Effective Date is determined to be 134.5 Million Gallons per Day (“MGD”). Such capacity shall be allocated among the Member Agencies for use under this Agreement. Each Member Agency’s capacity allocation is referred to herein as its “Allocated Capacity.” The initial Allocated Capacity of each Founding Agency is set forth in Schedule V-3. Schedule V-3 shall be updated by the Board when and as the Allocated Capacity of any Member Agency changes.

Section 4. Saylorville Expansion Capacity Allocations. The Allocated Capacity of Founding Member Agencies that pay the costs of the Saylorville Expansion Project shall be increased in the amounts set forth in Schedule IV-10, as of the date that the facilities constructed by the Saylorville Expansion Project become fully operational.

Section 5. New Member Agency Allocations. After the Effective Date, a New Member Agency shall be admitted only to the extent that CIWW has, after taking into consideration any new capacity acquired from the New Member Agency, sufficient capacity available to provide for the New Member Agency’s estimated Max Day Demand, and if need be, there are sufficient existing Member Agencies willing to voluntarily reduce their Allocated Capacity in exchange for payment as provided under this Section.

The following provisions shall govern the Allocated Capacity of New Member Agencies:

- (a) The New Member Agency’s minimum requirement for Allocated Capacity (“Required New Member Capacity”) in order to be admitted shall be the highest maximum day demand during the previous full five (5) calendar years plus ten percent (10%).

- (b) If the New Member Agency has physical production capacity to be dedicated or transferred to CIWW by the New Member Agency, such capacity shall be allocated to the New Member Agency.
- (c) To the extent that the New Member Agency is a party to a Total Service Agreement with a Founding Agency under Section 14 of Article IV or is a wholesale customer of a Founding Agency under Section 16 of Article IV, the average Max Day Demand for the previous five years supplied to it by the Founding Agency shall be reallocated from such Founding Agency to the New Member Agency. Such Founding Agency shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (d) To the extent that the New Member Agency is a customer of DMWW under Section 15 of Article IV, the average Max Day Demand for the previous five years supplied to it by DMWW thereunder shall be reallocated from DMWW to the New Member Agency and the Purchased Capacity Master Agreement and all right thereunder shall be deemed terminated as between the New Member Agency and DMWW as of the effective date of admission. DMWW shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (e) To the extent the Required New Member Capacity is not allocated to the New Member Agency under subsections (b), (c), and (d), it must be obtained by the New Member Agency by voluntary reductions in the Allocated Capacity of existing Member Agencies. Such Member Agencies shall be compensated for such reductions as provided in Subsection (f) of this Section.
- (f) The payment required from a New Member Agency with respect to its acquisition of Allocated Capacity under Subsections (c), (d), and (e) of this Section shall be at the rate determined by the Board pursuant to the principles set forth in Schedule V-5. Such payment shall be made by the New Member Agency to CIWW. To the extent a reallocation is made under Subsections (c) or (d), the Founding Agency affected by a reduction of its Allocated Capacity shall be paid a share of such payment that is equal to the increase in the asset transfer consideration that such Founding Agency would have been due if the New Member Agency had become a founding agency when this Agreement was executed less any amount previously recovered by the Founding Agency from the New Member Agency as a capital cost of wholesale service to the New Member Agency, plus interest on the amount computed to be due at the rate of four percent (4%) per annum from the Operational Commencement Date. The balance, if any, of the payment shall be retained by CIWW as additional capital. Any payment under Subsection (e) of this Section shall be paid to the reducing Member Agencies in proportion to their agreed respective reductions of their Allocated Capacities.

If there are insufficient voluntary reductions by existing Member Agencies to accommodate a New Member Agency's Required New Member Capacity, the New Member Agency may request

membership in CIWW based on its participation in Capacity Expansion Projects pursuant to Sections 6 and 7 of this Article. If the New Member Agency meets all the other requirements of this Agreement and the Board for admission, the New Member Agency will be admitted after the requisite Capacity Expansion Projects have been completed and are producing finished water at rated capacity.

Section 6. Capacity Expansions. CIWW shall construct, own and operate new or expanded additional Water Supply Facilities, to increase water output available to CIWW consistent with the CIWW Long Range Plan established under Article VII (each a “Capacity Expansion”). A project that creates a Capacity Expansion is a “Capacity Expansion Project.” All Capacity Expansion Projects required to meet expected growth in demand by Member Agencies as expected under the CIWW Long Range Plan shall be funded by the Member Agencies as stated in Section 7 of this Article. Other Capacity Expansion Projects may be funded either from CIWW funds or by prospective New Member Agencies, or by Member Agencies as provided in the CIWW Long Range Plan and the CIWW Capital Plan. The additional water output capacity created by a Capacity Expansion Project funded by Member Agencies, other than New Member Agencies, shall be allocated to Member Agencies in proportion to the amount such Member Agency pays for a part of a Capacity Expansion Project under Section 7(b) of this Article. The additional water output capacity created by a Capacity Expansion Project funded by a New Member Agency under Section 7(c) shall be allocated to the New Member Agency providing the funding. The additional water output capacity created by a Capacity Expansion Project funded from CIWW sources of funds shall be allocated to Member Agencies in proportion to their previously Allocated Capacities prior to the Capacity Expansion, except to the extent the Board determines to maintain an unallocated reserve capacity for business and operational reasons it deems sufficient.

Section 7. Costs of Member Agency-Funded Capacity Expansions. The costs of Capacity Expansion Projects funded by Member Agencies shall be allocated among, and be borne by, the Member Agencies as follows:

- (a) Nine per cent (9%) of the total cost of the Capacity Expansion Project shall be allocated to all Member Agencies based on each Member Agency’s pro rata share of Allocated Capacity as of the date the Board approves the Capacity Expansion Project;
- (b) Ninety-one per cent (91%) of the total cost of the Capacity Expansion Project shall be allocated pro rata based upon the forecasted increases in projected demand of each Member Agency having a projected increased demand as set forth in the CIWW Long Range Plan that forms the basis of the Board’s approval of the Capital Expansion Project;
- (c) Notwithstanding subsection (a) and (b), one hundred percent (100%) of the cost of any Capacity Expansion Project, or any part thereof, which is constructed to meet the Required New Member Capacity of a New Member Agency, shall be paid by such New Member Agency; and

- (d) Each Member Agency or New Member Agency shall pay or satisfy its share of the costs of each Capacity Expansion Project pursuant to Section 7(a), 7(b), and 7(c) hereof by payment of such share to CIWW. Each Member Agency and New Member Agency shall make specific provision for payment of its allocated share of the Capacity Expansion Project, and if sufficient funds are not available to said Member Agency or New Member Agency, each shall issue bonds, notes, or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a Capacity Expansion Project, including the issuance of bonds, notes or other obligations, shall be undertaken by Member Agencies and New Member Agencies individually, to the extent necessary to capitalize their respective cost allocation. If CIWW issues Bonds for said Capacity Expansion Project, Debt Service on said Bonds shall be allocated to Member Agencies and New Member Agencies in accordance with Section 7(a), 7(b), and 7(c) hereof, and collected by CIWW from the affected Member Agencies and New Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof.

Section 8. Member Agencies Transferring Capacity to Other Members. A Member Agency that no longer has a need for a portion of its allocated capacity may sell allocated capacity deemed to be in excess of its needs to any interested Member Agency. In the event two or more Member Agencies are interested in the capacity being offered, the capacity shall be allocated among all interested Member Agencies based on a pro rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII. The purchase price per gallon per day shall be the cost per gallon per day of CIWW's most recently constructed capacity expansion. Payment in cash or, if the selling Member Agency has an allocation of CIWW debt, a portion of its allocated debt based on the purchase price and gallons of capacity purchased and sold, shall be transferred from the selling Member Agency to the purchasing Member Agency or Agencies. The Board shall have discretion to adjust the methodology set forth in this Section as it may determine to be necessary to ensure equity among the Member Agencies in the cost allocation used to determine the appropriate cash payment or transfer of debt.

Section 9 Funding of Joint Capital Projects. After the Effective Date, each capital project related to the Designated Water Supply Facilities acquired, or to be acquired, by CIWW or any other CIWW facility that is not a Capacity Expansion Project shall be a "Joint Capital Project." Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity. The funding of Joint Capital Projects shall not be subject to Section 7 of this Article. Joint Capital Projects shall be funded by CIWW from one or more of the following sources: CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW.

ARTICLE VI. WHOLESALE RATES TO MEMBER AGENCIES

Section 1. Rates to Recover Costs. The Board shall establish wholesale rates to be charged to Member Agencies that are calculated in the aggregate based on the anticipated total Revenue Requirements of CIWW as determined by the Board. CIWW's "Revenue Requirements"

shall be the amount determined to be sufficient to defray all of the costs of water and other operating and maintenance expenses of CIWW, to provide for capital requirements, and to satisfy all requirements of the current and future financing of CIWW's capital requirements, including payment of Debt Service, compliance with coverage and reserve requirements, and financing covenants of any Bonds, and to provide reasonable unrestricted cash reserves as determined by the Board of Directors. The Board may adjust the operating reserves from time to time.

Section 2. Annual Determination of Revenue Requirement. CIWW's Revenue Requirements and the rates to be charged to Member Agencies collectively and individually, shall be determined annually by the Board in its sole judgment. The Revenue Requirements will be prospective and developed as part of the budget process under Article XV. The Board shall obtain a cost of service study annually based on the American Water Works Association M-1 Manual or similar standard that is widely accepted in the water supply industry, and shall apply such study in a manner consistent with the mandatory rate principles set forth in Schedule VI-2. In setting rates, the Board will assign the actual cost of service to each member, and recover costs from each within a reasonable degree of precision and certainty.

Section 3. Volume and Max Day Demand of Member Agencies. The volume of water provided by CIWW to each Member Agency and the Max Day Demand utilized by each Member Agency shall be determined by metering at the point of delivery to the extent meters now existing or hereafter created allow such measurement. All other volumes and Max Day Demands shall be estimated based on the methods and assumptions set forth in Schedule VI-3 hereto.

Section 4. Individual Rates. The Board will establish rates prior to the Operational Commencement Date. The Board shall analyze, review and revise rates annually as provided by the terms of this Agreement. The rates to Member Agencies shall be based on the principles and methodologies as set forth in Schedule VI-2. The Board's judgment, reasonably reached, shall be final as to the establishment of water rates to Member Agencies, subject only to the dispute resolution provisions of Article XXV of this Agreement. Rates shall be effective January 1 of each year.

Section 5. Charges for Excess Consumption. Water delivered in a daily quantity that is greater than a Member Agency's Allocated Capacity is deemed to be "Excess Consumption" and further deemed to be the use of the Allocated Capacity of other Member Agencies. CIWW is not obligated to supply water on any day to any Member Agency that is in excess of its Allocated Capacity. However, to the extent Excess Consumption is provided to a Member Agency then the Member Agency shall be subject to Capacity Lease Charges as defined by Schedule VI-5. Capacity Lease Charges shall be billed to Member Agencies incurring the charges and CIWW shall credit the receipts thereof to the Member Agencies not incurring such charges on such days on a proportionate basis as defined in Schedule VI-5. Member Agencies that have Excess Consumption for more than ten (10) days in any calendar year shall have the maximum amount of the Excess Consumption added to the Member Agency's projected demand in the Long Range Plan prepared according to Article VII.

Section 6. Billing, Payment. Member Agencies shall be billed monthly in arrears for actual delivery at the established rates, and shall pay the billing in full without offset or reduction,

except for the netting specified in Section 7 of this Article, within twenty-five (25) days of the date of issuance of the bill.

Section 7. Netting of Payments Due Under This Agreement. Any amounts due or credits due between CIWW and any Member Agency for services, charges, or other obligations arising under this Agreement may be netted against any other billings between them, but billings shall not otherwise be offset against any other obligations between them.

Section 8. Member Agency Financial Covenant. Each Member Agency covenants that it will set its own rates and charges to its retail, Wholesale and Total Service Agreement customers, and collect such charges, to assure that the Member Agency has revenue sufficient to meet the Member Agency's expenses and financial obligations, including all financial obligations to CIWW, which shall be an annual operating expense of the public water supply system of each Member Agency.

ARTICLE VII. LONG RANGE PLAN AND WATER QUALITY

Section 1. Long Range Plan. The Board shall prepare and adopt a long-range plan to meet the needs for drinking water of the Member Agencies over a planning horizon of not less than ten (10) years (the "CIWW Long Range Plan") and shall revise such plan as needed as new Member Agencies are admitted and as other circumstances dictate. The CIWW Long Range Plan shall take into account all factors relevant to the mission of CIWW, including without limitation: (a) expected growth in water requirements of the Member Agencies; (b) source water availability and quality; (c) long range trends affecting source water supplies and allocations, including impacts of climate change; (d) water treatment capacities and requirements; and (e) all other matters necessary to assure the safety of drinking water supplies and sufficiency of quantity to meet demands, at reasonable cost. The initial CIWW Long Range Plan preparation shall commence promptly after the Effective Date and be completed within one (1) year of the Operational Commencement Date. The initial CIWW Long Range Plan will be based on the existing DMWW and WDMWW long-range plans as starting points but with such changes and updates as may be proposed to the Board by the Long Range Planning and Capital Improvements Committee, and by the Technical Committee, or that the Board determines to be appropriate.

Section 2. Update to Plan. The CIWW Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every five (5) years.

Section 3. Member Agency Participation. Each Member Agency shall participate in, and support, the process of preparing and updating the CIWW Long Range Plan by making its data and information available to CIWW and to its planning staff and contractors. Each Member Agency shall supply its best estimates of future water requirements and demand in support of CIWW's planning efforts within a reasonable time upon request. Information supplied by Member Agencies shall be based on uniform standards and principles for such information established by the Technical Committee. CIWW shall have no service obligation to meet any Member Agency's demand to the extent the Member Agency's demand exceeds the Member Agency's forecasted demand expressed in the CIWW Long Range Plan.

Prior to the original adoption of the CIWW Long Range Plan by the Board, and prior to each update thereto, Member Agencies shall review, approve and certify to CIWW confirmation of the CIWW Long Range Plan's compliance with their individual stated needs over the intended time period covered by the applicable CIWW Long Range Plan, or updates thereto.

Section 4. Implementation of CIWW Long Range Plan. The Board shall be responsible, in its discretion, to operate CIWW in accordance with the CIWW Long Range Plan and to implement the CIWW Long Range Plan's provisions.

Section 5. Source Water Quality Protection and Improvement. The Board shall establish and implement a program to protect and improve the water quality of CIWW's actual and potential water sources. The program will include outreach and cooperation with federal, state and local agencies, and with other parties with interests in the watersheds and aquifers on which CIWW relies. CIWW's implementation of a water quality program may include expenditures of CIWW funds under the direction of the Board after determination that such expenditures will further the goals of protecting and improving the quality of CIWW's source waters.

ARTICLE VIII. GOVERNING BOARD

Section 1. Governing Body. CIWW shall be governed by a Board of Trustees ("Board") as constituted and established in this Article. Members of the Board shall receive no compensation from CIWW, other than reimbursement for valid expenses incurred, for service on the Board. Except as limited by the Member Agency Vote requirements of Article XI, and by the terms of this Agreement, the Board shall have full and plenary authority over CIWW, and over the conduct of CIWW's business and affairs.

Section 2. Initial Composition of Board. The initial Board shall consist of thirteen (13) Trustees, with one Trustee appointed by and representing each of the Founding Agencies, and with DMWW entitled to appoint and be represented by one Additional Trustee by application of the additional Trustee provision of Section 4 of this Article. It is intended that water systems served by Member Agencies under Sections 14, 15, and 16 of Article IV shall be represented on the Board only by the Trustee(s) appointed by the Member Agency providing service to such water systems.

Section 3. Size of Board. The number of Trustees shall always be equal to the number of Member Agencies of CIWW plus one or more Additional Trustees based on population served as provided in Section 4 of this Article.

Section 4. Additional Trustees. In addition to the one Trustee representative provided for each Member Agency, any Member Agency that serves areas with a total population in excess of one hundred thousand (100,000) persons shall be entitled to one additional Trustee representative (an "Additional Trustee"). The Additional Trustee shall be identified as such by the appointing authority at the time of appointment. Population shall be determined on the basis of the most recently available United States Census data, including any United States Census estimates that are issued after the last decennial United States Census. For the purposes of this Section, the

area served by a Member Agency shall include the areas directly served by the distribution system of the Member Agency, and the area served by the Member Agency under Sections 14, 15 and 16 of Article IV.

Section 5. Board Appointments and Terms. Each Trustee, including any Additional Trustee, shall be appointed by the Member Agency being represented. In the case of a Member Agency that is a city utility governed by the City Council, the appointment shall be made by the mayor of the City, subject to approval of its City Council. In the case of any other Member Agency, including Board-governed city utilities, the appointment shall be made by resolution of its governing body. Trustees shall serve three (3) year staggered terms or until their replacement is appointed. For the purpose of providing staggered terms, the Board shall be divided into three classes of equal size, or as nearly equal size as possible, with terms expiring on a staggered basis. The initial staggered terms of the Trustees representing the Founding Agencies shall be established by division of the Board into three classes that are assigned by lot at the first meeting of the Board after the Effective Date, subject to the requirement that the regular Trustee representing any Member Agency and any Additional Trustee representing such Member Agency shall be assigned to different classes. Upon the occurrence of any vacancy on the Board for any reason, the Member Agency being represented shall appoint a replacement for the unexpired term of the vacant position. Trustees may be appointed for any number of terms in the discretion of the appointing Member Agency. When a New Member Agency is admitted under this Agreement, the New Member Agency shall appoint a Trustee, and if applicable an Additional Trustee, to represent it, with each such Trustee assigned to a class by resolution of the Board.

Section 6. Board Alternates. Each Member Agency may at any time appoint an alternate, on a temporary or permanent basis, to any Trustee or Additional Trustee appointed by such Member Agency. The Member Agency may remove or replace any appointed alternate at any time. The appointment of an alternate to a Trustee or Additional Trustee at any time shall supersede and replace any prior appointments of an alternate. All appointments of alternates shall be made by resolution of the governing body of the Member Agency and communicated to the Secretary of the Board. Alternates shall be entitled to all information provided to, and notices given to, Trustees and Additional Trustees, and may attend any open session of the Board as an observer. An alternate to a Trustee or Additional Trustee shall vote and participate in any meeting of the Board in the place of such Trustee or Additional Trustee at any meeting where such Trustee or Additional Trustee is absent, but shall otherwise have no Board vote, and shall otherwise have no right or power to participate in Board discussions, deliberations, or actions except as recognized by the Chair of the Board.

Section 7. Removal. Any Trustee may be removed by the appointing Member Agency at any time for any reason or for no reason. Any Trustee may also be removed for cause by vote of the Board. Any such removal shall create a vacancy to be filled as provided in Section 5 of this Article. Any Trustee removed for cause by vote of the Board shall not be eligible for re-appointment.

Section 8. Effect of Withdrawal of Member Agency on Board. If any Member Agency withdraws from membership in CIWW or is for any other reason no longer a Member Agency, the size of the Board shall be automatically reduced and any Trustee representing the departed Member

Agency, shall be deemed to no longer serve on the Board effective as of the date of the Member Agency's withdrawal or departure.

Section 9. Quorum. The presence of at least a majority of the duly appointed and acting Trustees, including Additional Trustees, shall constitute a quorum required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of the Trustees present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists. A quorum for a weighted vote shall require the presence of Trustees representing at least three Member Agencies as well as Trustees representing a majority of the weighted vote allocation described in Section 11(d) of this Article.

Section 10. Voting. Except as provided in Section 11 of this Article, each Trustee, including each Additional Trustee, shall have one (1) vote, and the majority vote of the Trustees present and voting, if a quorum is established, shall prevail on any vote. No vote shall be taken without a quorum of the Board being present. The Chair, or in the Chair's absence the Vice-Chair, of the Board shall be entitled to vote and participate in discussion, but shall not make or second a motion.

Section 11. Weighted Voting by Board.

- (a) Approval and issuance of Bonds shall be considered by the Board on a weighted vote, as described in subsection (d) hereof. An affirmative vote of a majority of the Trustees of the Board, on a weighted basis, shall be required on all Board actions relating to Bond issuances hereunder (other than as provided in Article XVII, Section 3).
- (b) Trustees representing any two (2) or more Member Agencies may request a weighted vote on any of the following matters that come before the Board for action:
 - (i) Any proposal to the Member Agencies to amend or terminate this Agreement or to amend any Schedules to be submitted for Member Agency vote under Article XX;
 - (ii) Any Board action to update or amend the Board Modifiable Schedules as defined in Section 2 of Article XX;
 - (iii) Admission of New Member Agencies and the terms thereof under Article XII;
 - (iv) Adoption of the Initial Budget under Section 2 of Article XV;
 - (v) Adoption of each Annual Budget under Article XV, or any amendment to an approved Annual Budget;
 - (vi) Setting of rates and charges payable by Member Agencies;
 - (vii) Adoption of the initial Long Range Plan under Article VII;
 - (viii) Any modification of the Long Range Plan under Article VII;

- (ix) Adoption of any CIWW Capital Plan or modification to the CIWW Capital Plan under Article XV, including without limitation adoption of the Initial CIWW Capital Plan or any Capital Call;
 - (x) Issuance of any Emergency Member Agency Assessments under Section 5 of Article XV;
 - (xi) Adoption or amendment to the Bylaws;
 - (xii) Declaration of Default of a Member Agency under Article XXIII;
 - (xiii) Hiring or terminating the Executive Director, Legal Counsel, or Third-Party Fiduciary;
 - (xiv) Removal of a Trustee for cause;
 - (xv) Any Amendment to the CIWW Water Shortage Plan; or
 - (xvi) Determination of any issues pertaining to the meaning or application of the definition of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility.
- (c) No action on any matter listed in Subsection (b) of this Section that is eligible for a request for weighted vote shall be considered by the Board at any meeting unless the matter is placed on the Agenda of the Board prior to the meeting and written notice of such agenda item is given at least five (5) days before the meeting to all Trustees. A request for weighted vote must be made by the requisite number of Trustees before the vote on the matter that is the subject of such request. Upon any timely request, any Board action on such matter shall be suspended, and the Board will hold a weighted vote on the matter subject to such request at its next meeting. Notwithstanding the foregoing, action on any Emergency Member Agency Assessments may be taken immediately at the meeting when proposed provided any required notice thereof is given in writing to each Member Agency.
- (d) For purposes of weighted voting, the full voting power of the Board shall be proportionately allocated and assigned among the Trustees representing the Member Agencies, excluding any Additional Trustees, on the basis of the average of the Annual Demand as set forth in Schedule I-2, but excluding demand attributable to wholesale customers that continue to be served by DMWW under the Purchased Capacity Master Agreement, as updated for the immediately preceding five (5) full calendar years preceding the date of the vote. The allocation shall be recomputed when New Member Agencies are admitted, and shall be recomputed each year based upon the total Annual Demand of each Member Agency for the five (5) full calendar years preceding the vote. Votes representing a majority of the “weighted vote allocation” hereunder plus the votes of Trustees representing at least three (3) Member Agencies shall be required to approve Board actions subject to weighted voting under Subsection (b) of this Section. The agenda for any meeting where action will be taken to approve item(s) subject to weighted vote shall include a statement relating to the weighted vote requirement for each such item.

- (e) The weighted voting power of a Trustee representing any New Member Agency admitted after the Effective Date shall be based on a transition formula based upon actual or expected Annual Demand established by the Board at the time of its admission.
- (f) In the case of a Board action requiring a weighted vote, the minutes shall reflect the item(s) subject to a weighted vote, and record the specific votes of each Trustee for the Member Agencies on the Board.

Section 12. Meetings of Board.

- (a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board at or before its Annual Meeting each year. The regular meeting of the Board in December of each year shall be the Annual Meeting. A copy of the agenda and all materials to be considered at each meeting of the Board shall be mailed, e-mailed, or delivered to each Trustee and to the elected official or administrator designated by each Member Agency to receive notice hereunder, at least two (2) days prior to the meeting, or such longer period as may otherwise be set forth in the Bylaws.
- (b) Special meetings of the Board, for any purpose or purposes consistent with this Agreement may be called by the Chair and shall be called by the Chair at the request of any two Member Agencies. The requirements of subsection (a) of this Section shall apply except that the notice of any special meeting shall be given not less than five (5) nor more than twenty (20) days prior to the date of the special meeting.
- (c) Notices under this section shall be deemed given upon actual delivery of a written notice, or by actual delivery of an e-mail, or three (3) days after deposit in the United States mail.
- (d) All meetings of the Board shall be public meetings to the extent required by Chapter 21, Iowa Code, or any successor laws, as the same may be amended or supplemented in the future, and such rules of order as the presiding officer shall determine. Proceedings of the Board shall be published as provided by Section 28E.6(3), Iowa Code or other applicable law.

Section 13. Bylaws. The Board may adopt bylaws relating to its proceedings, the conduct of the affairs of CIWW, and the terms of service for water provided to Member Agencies that are not inconsistent with this Agreement. Such bylaws may be adopted, and may be amended or repealed, by vote under this Article, provided that such Bylaws or proposed amendment or repeal of such Bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken. In the event of conflict between the provisions of the bylaws and the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE IX. OFFICERS OF BOARD

Section 1. Number and Term. The officers of the Board shall be the Chair, the Vice-Chair and the Secretary, each of whom shall be elected from among the members of the Board by vote of the Board at an Annual Meeting of the Board to serve for the following two calendar years. Each of the officers shall be a representative of a different Member Agency. Officers shall be elected for a two-year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) consecutive terms. Provided, however, that an officer chosen to fill a vacancy shall be entitled to serve two (2) full consecutive terms after completion of the term filling the vacancy.

Section 2. Duties of Chair. The Chair shall preside at all meetings of the Board. The Chair, or the Vice-Chair in the absence of the Chair, shall sign any instruments that the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law to be otherwise signed or executed, or where the resolution of the Board authorizes the signing of such instrument by another person.

Section 3. Duties of Vice-Chair. In the absence of the Chair, or in the event of the death, inability to act, or refusal to act by the Chair, as directed by the Board, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

Section 4. Duties of Secretary. The Secretary shall have the following duties and responsibilities, any or all of which may be delegated or assigned by Board resolution to one or more Board clerks or assistant secretaries who need not be Trustees or representatives of Member Agencies:

- (a) The taking and preservation of minutes of the meetings of the Board;
- (b) The giving of all notices in accordance with this Agreement, any Bylaws, as directed by the Board, or required by law;
- (c) Acting as custodian of the records of CIWW;
- (d) Signing and certification of documents and instruments authorized by the Board or by law;
- (e) Keeping a current registry of the names and addresses of Trustees, the Member Agencies, and the officer of each Member Agency designated to receive notices.

Section 5. Election. The Trustees serving on the Board shall elect the Board Officers. The Nominating Committee shall select and offer nominations for each office at the Board's Annual Meeting. Nominations for the officer positions shall also be accepted from the Trustees present at that Annual Meeting. All nominees, including those offered by the Nominating Committee, must receive a second for the nomination to be considered a candidate and voted on for said office.

Section 6. Vacancy. Each officer shall hold office until his or her successor has been elected. A vacancy in the office of Chair, Vice-Chair, or Secretary shall be filled by the Board for the unexpired portion of the term.

ARTICLE X. COMMITTEES OF BOARD

Section 1. Executive Committee.

- (a) An Executive Committee is established for the purposes of reviewing and advising on policy issues at the request of the Executive Director or the Board and making recommendations to the Executive Director, and of making recommendations to the Board regarding the appointment of the Executive Director and thereafter periodically reviewing the performance of the Executive Director and to otherwise assist and advise the Board and the Executive Director. The Executive Committee shall be chaired by the Board Chair. Members of the Executive Committee shall be appointed by action of the Board each year at the Annual Meeting of the Board, consistent with the following provisions.
- (b) For the first three (3) full calendar years after the Effective Date, the Executive Committee shall be comprised of (i) the current Chair, (ii) a Trustee representing DMWW unless it is already represented on the Executive Committee, (iii) a Trustee representing WDMWW unless it is already represented on the Executive Committee; (iv) a Trustee representing UWU unless it is already represented on the Executive Committee; (v) the most recently presiding Chair prior to the current Chair who remains a current Trustee, if applicable; and (vi) one (1) additional Trustee selected at-large. The foregoing provision notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the membership of the Executive Committee shall be reduced by eliminating one or more categories named above in reverse order as named above, that is category (vi), then (v) and so on.
- (c) After the first three (3) full calendar years, the Executive Committee shall be comprised of (i) the current Chair; (ii) the most recently presiding Chair prior to the current Chair who remains a current Trustee; (iii) three (3) additional Trustees representing Member Agencies with the highest Annual Demand over the preceding five (5) -year period unless those Trustees are already represented on the Committee; and (iv) one additional Trustee representing the otherwise unrepresented Member Agencies. The foregoing notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the number of committee members in category (iii) shall be reduced as required to meet this condition, by eliminating the representative of the Member Agency under Subsection (c)(iii) with the lowest Annual Demand followed by the next lowest, and so on.

- (d) The Executive Committee shall meet at the call of the Board Chair or at the request of the Executive Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board. Member Agencies shall all be provided at least two (2) days' advance notice of, and an Agenda for, all meetings of the Executive Committee.

Section 2. Long Range Planning and Capital Improvements Committee.

- (a) A Long Range Planning and Capital Improvements Committee is established to provide planning and technical advice and recommendations to the Board with respect to planning and capital, including but not limited to: (i) adoption and modification of the CIWW Long Range Plan under Article VII, and the CIWW Capital Plan under Article XV; (ii) planning for modifications, or additions to, source water and water treatment facilities and timeline(s) for potential construction; and (iii) such other duties requiring technical, or business expertise as may be assigned by Board resolution.
- (b) The Long Range Planning and Capital Improvements Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the current and long-range drinking water requirements of the Member Agency and with regional assets and infrastructure. Each Member Agency may also appoint an alternate representative. The Long Range Planning and Capital Improvements Committee shall include the Executive Director or his or her designee who shall not be a voting member of the Committee.
- (c) The Long Range Planning and Capital Improvements Committee shall be chaired by a member of the Committee elected by the voting Members of the Committee. The Long Range Planning and Capital Improvements Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 3. Finance & Audit Committee.

- (a) A Finance & Audit Committee is hereby established for the purposes of reviewing issues and items referred to it by the Board. In addition, the Finance & Audit Committee shall make recommendations to the Board on the following: (i) finances, budgets, and budget amendments; (ii) audits of CIWW finances and CIWW records; (iii) rates and charges to Member Agencies; and (iv) such other duties as may be assigned by Board resolution.
- (b) Members of the Finance & Audit Committee shall be appointed annually by the Board Chair at the Annual Meeting. The Membership of the Committee shall not equal or exceed the number constituting a quorum for the full Board. The Finance & Audit Committee shall include the Executive Director or his or her designee, and

contracted Third-Party Advisors of the Board, neither of which will be a voting member of the Committee. The Finance & Audit Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.

- (c) The Finance & Audit Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 4. Nominating Committee. A Nominating Committee, consisting of at least three (3) Trustees, is established for the purpose of selecting and offering nominations for election to each office of the Board at the Annual Meeting of the Board. Members of the Nominating Committee shall be appointed by the Chair, with the appointments announced at a regular Board meeting held at least three (3) months prior to the Annual Meeting of the Board. The Nominating Committee shall be chaired by a Committee member selected by the members of the Nominating Committee.

Section 5. Technical Committee.

- (a) A Technical Committee is hereby established to provide technical advice or recommendations to the Board in areas requiring technical, business, or operation expertise, including but not limited to:
 - (i) Determination of each Member Agency's water consumption, including its Annual Demand, Max Day Demand, average day demand, and average consumption over a specified number of consecutive years (e.g., 3 or 5 years);
 - (ii) Computation of updates to Schedule I-2 as soon as may be practical annually after the end of each calendar year;
 - (iii) Determination of designs for all capacity enhancements to be constructed by, or at the request and cost of, CIWW;
 - (iv) Recommendations regarding capacity enhancements or other improvements proposed by one or more Member Agencies or any proposed new Prospective Member Agencies;
 - (v) Determining the population served by each Member Agency for purposes of Section 4 of Article VIII;
 - (vi) Review of the operational sufficiency of the preliminary budget proposed by the Executive Director each year;
 - (vii) Review and recommendations to the Board regarding the meaning or application of the definitions of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility;
 - (viii) Monitor effectiveness of, and compliance with the CIWW Water Shortage Plan and advise the Board with respect to amendments thereto as needed;

- (ix) Monitor the usage by each Member Agency of shared transmission mains and pumping stations in comparison to the capacity assigned to each Member Agency under applicable agreements and recommend solutions required to remediate any excess usage and resulting detriment to other Member Agencies; and
 - (x) Duties as outlined in this Agreement, and such other duties requiring technical or business expertise as may be assigned by Board resolution.
- (b) The Technical Committee shall be comprised of one (1) individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the Member Agency's local distribution or business operations. Each Member Agency may also appoint an alternate representative. The Technical Committee shall include the Executive Director or his or her designee, who shall not be a voting member of the Technical Committee. Each Member Agency is entitled to one vote on the Technical Committee to be cast either by the appointed individual or alternate.
- (c) The voting members of the Technical Committee shall elect a chair. The Technical Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the chair of the Committee, or at the direction of the Board.

Section 6. Other Committees. By resolution, the Board may designate two (2) or more Trustees or other persons to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board or otherwise act pursuant to the authority delegated by the Board resolution. The designation of such committees shall not relieve the Board of any responsibility unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committees or Board may fix from time to time.

ARTICLE XI. MEMBER AGENCY VOTE

Section 1. Member Agency Votes. The matters set forth in Section 2 of this Article XI shall require a vote of the Member Agencies by written ballot before going into effect. Each Member Agency will have one (1) vote on each matter requiring a Member Agency vote under this Agreement.

Section 2. Requirement for Member Agency Vote. The following matters adopted or proposed by the Board shall require a vote of the Member Agencies to be effective:

- (a) Any proposal adopted by the Board to amend or terminate this Agreement, except updates or amendments to the Board Modifiable Schedules as defined in Section 2 of Article XX may be approved by the Board without Member Agency vote;
- (b) Any proposed merger or consolidation of CIWW with any other agency or entity or any sale of all, or substantially all, of the assets of CIWW; and

- (c) Any matter regarding Bonds that, in the opinion of bond counsel to CIWW, requires a vote of the Member Agencies.

Section 3. Vote by Written Ballot. A vote of the Member Agencies shall be conducted by written ballot cast on a form of ballot for each measure coming before the Member Agencies that shall be provided by the Secretary, with such ballots cast required to be received by the Secretary within thirty-one (31) days of dispatch to the Member Agency. Member Agency votes shall be cast solely at the direction of the governing body of the Member Agency pursuant to a resolution of such governing body. Multiple measures may be submitted on a single form of ballot, provided that the ability to vote for or against each separate matter is preserved.

Section 4. Vote Required for Member Action. The affirmative vote of not less than a majority of the votes entitled to be cast by Member Agencies shall be required for approval or adoption of any matter coming before the Member Agencies for vote regardless of the actual total number of votes cast, except that a vote to terminate this Agreement, or a vote to amend this Agreement that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies as provided in Section 1 of Article XX, and the required vote on bond matters shall be as specified in Article XVII.

ARTICLE XII. ADMISSION OF NEW MEMBER AGENCIES

Section 1. Admission of Additional Member Agencies. During the term of this Agreement, one or more additional qualified public entities meeting the definition of a public water supply system in Chapter 455B, Iowa Code, (“Prospective Member Agency”) may be admitted to membership as a Member Agency within the meaning of this Agreement, and thereby become entitled to, and subject to, all of the benefits and obligations of this Agreement. To be qualified for membership the Prospective Member Agency must be a political subdivision of the state, licensed as a public water supply entity within the geographic area that it is physically practical for CIWW to serve and that either CIWW has the capacity to serve, or CIWW and the Prospective Member Agency have agreed to the financing and construction of the Capacity Expansion Project necessary to provide additional capacity, with costs allocated to said Prospective Member Agency in accordance with Section 7 of Article V of this Agreement.

Section 2. Application for Membership. Any qualified public entity may apply for membership in CIWW by submitting a request for membership addressed to the Board. Upon receipt of any such request, the Executive Director, the Executive Committee, and the Technical Committee shall investigate such request, and each shall make their recommendations to the Board regarding the application as promptly as circumstances reasonably permit. The Prospective Member Agency shall pay an application fee in an amount determined by the Board that is sufficient to cover the actual costs incurred by CIWW to review such application. The Board shall approve or reject each application for membership, upon confirmation of conditions of membership. The Prospective Member Agency shall be required to comply with any and all legal requirements, including but not limited to notice and public hearing(s) required for any asset transfer, prior to becoming a New Member Agency.

Section 3. Conditions of Membership. The Board shall specify conditions of admission to membership for each Prospective Member Agency, which conditions shall include:

- (a) The amount of the Prospective Member Agency's initial capital contribution;
- (b) The new Prospective Member Agency's initial Allocated Capacity, and the payment or payments required to be made for such capacity, if any;
- (c) The adoption of resolutions by the governing body of the Prospective Member Agency: (i) authorizing its joinder in this Agreement, (ii) accepting all terms and conditions of this Agreement, including without limitation the bond resolutions under Article XVII, and (iii) agreeing to any conditions of membership the Board specifies;
- (d) Provisions for the point or points of connection of the Prospective Member Agency to the facilities and sources of supply of CIWW and for the metering or calculation of the quantity of water to be supplied;
- (e) Provisions for dedication of any Water Supply Facilities of the Proposed Member Agency, and for their transfer to CIWW to the extent of benefit to CIWW. New Member Agencies admitted to membership shall be compensated for dedication and transfer of production capacity only to the extent the dedicated and transferred capacity exceeds the New Member Agency's Total Capacity Requirement. The compensation paid for any dedication of production capacity shall be the net book value of the surplus capacity dedicated by the New Member Agency and in substantially the same manner described in Schedule XIII-1;
- (f) The effective date of membership and of operational connection; and
- (g) Any other terms and conditions of membership that the Board deems to be necessary or appropriate.

The financial conditions applied to admission of each Prospective Member Agency shall never be more favorable than the terms which the Founding Agencies received when establishing CIWW. Except as provided in Schedule XII-3, or absent exceptional circumstances, the financial conditions for each Prospective Member Agency shall include a premium to reflect the risk incurred by the Founding Agencies in creating CIWW, and the benefits created by the Founding Agencies in establishing CIWW.

Section 4. Effecting Membership. A Prospective Member Agency approved by the Board for membership shall become a New Member Agency after compliance with any conditions of membership specified by the Board, by authorization of its governing body and execution of an agreement of joinder in this Agreement that is filed as required by Section 28E.8, Iowa Code. Such membership shall be effective as of the date of admission specified by the Board or the date of filing with the Iowa Secretary of State, whichever is later.

Section 5. Effect of Joinder. By signing a joinder to this Agreement, each New Member Agency agrees to all of the terms of this Agreement and covenants to take all steps necessary to meet all of its obligations to CIWW, and to enable CIWW to meet its bond obligations under Article XVII.

ARTICLE XIII. TRANSFER OF ASSETS

Section 1. Acquisition of Designated Water Supply Facilities. As provided in Section 7 of Article IV, CIWW shall acquire the Designated Water Supply Facilities from the Water Producing Member Agencies, UWU, Waukee, and Xenia on the Operational Commencement Date. Each such Member Agency has, or will have as part of the approval of this Agreement, complied with all legal requirements including notices and public hearings necessary for the transfer of the Designated Water Supply Facilities. The consideration to be paid for asset transfers and other terms and conditions of such acquisitions shall be as set forth in Schedule XIII-1 and Schedule IV-7 hereto. Each Member Agency transferring assets shall, except as it may otherwise agree in writing between the Member Agency and CIWW, retain ownership of its office building, but may lease space to CIWW for CIWW's purposes. Except to the extent otherwise described in Schedule IV-7, each Member Agency shall retain ownership of any grounds it makes available for public use for park or recreational purposes, subject to such rights of ingress, egress, and use that CIWW may require to make full use of the Designated Water Supply Facilities. Any alteration of the Member Agency's grounds, including, but not limited to, excavation, in order to access the Designated Water Supply Facilities may only occur after obtaining permission from the affected Member Agency, which shall not be unreasonably withheld. CIWW will be responsible for restoring a Member Agency's property that is altered at CIWW's direction. Each Member Agency reserves the right to control its parks and recreation grounds and to make rules governing park or recreational use of its grounds.

Section 2. Outstanding Obligations Secured by the Transferred Assets. No transfer of assets shall occur under this Article unless: (i) full and adequate provision is made for payment or defeasance of any bonds or other obligations secured by the assets transferred, or full and adequate provision is made for the assumption of said outstanding obligations by CIWW, where permitted, (ii) compliance with all bond covenants required for the transfer of the assets is otherwise established, or (iii) proper consent is obtained such that there will be no default or breach of covenants under any such bonds or obligations. Asset transfers shall be free of all liens and encumbrances, except the reversionary interest provided in Section 3 of this Article. Any assumption by CIWW of outstanding obligations which financed transferred assets will adjust the credit/consideration calculated under Section 1 of this Article in accordance with Schedule XIII-1.

Section 3. Reversionary Interests in Transferred Assets. Each Member Agency that transfers assets under this Article shall retain reversionary interests in the assets, properties and interests transferred by it to CIWW under this Article, under which such assets, properties and interests shall revert and be re-conveyed back to such Member Agency upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement. The reversionary interest shall not extend to or include any Capacity Expansion under Section 6 of Article V. The reversionary interest shall be recorded as a matter of public record with respect to any of the assets either in the instrument of transfer or in a separate document. Any asset that is used for both Water Distribution Activity by any Member Agency and Water Supply Activity by or on behalf of CIWW by any Operating Contractor at the time of any reversion of assets under this Section shall be deemed a "Dual Use Asset," regardless of when acquired. Dual Use Assets

shall revert to the Member Agency using such asset for Water Distribution Activity upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement.

Section 4. Funding of Consideration for Asset Transfer. CIWW shall fund cash payments to Member Agencies required for asset transfer through capacity payments from other Member Agencies, including New Member Agencies, under Article V or Article XII, or payments from Member Agencies as set forth in Schedule XIII-1.

ARTICLE XIV. CIWW STAFF, CONSULTANTS, AND MANAGEMENT SUPPORT

Section 1. Staffing. CIWW shall employ an Executive Director selected by the Board who shall be the CEO and General Manager of CIWW and serve at the pleasure of the Board. The Board may elect to engage a qualified firm to provide the Executive Director's services in lieu of hiring an Executive Director.

Section 2. Initial Administrative Support Contract. CIWW and one or more Member Agencies selected by the Board may enter into one or more initial administrative support agreements for a minimum term of three (3) years from the Effective Date. The Member Agency or Member Agencies will provide administrative services to CIWW, and be compensated as set forth in Schedule XIV-2 to this Agreement. The Board may renew the agreements after three (3) years, or retain a different entity to provide administrative support in the Board's full discretion.

Section 3. Third Party Financial Advisor. CIWW shall engage one or more qualified consultants to advise and support the Board in financial matters including budgeting, cost allocation studies, rate setting, indebtedness, and other financial matters as set forth in Schedule XIV-3. The financial advisor or advisors shall have professional responsibility to the Board to advise on a competent and impartial basis.

Section 4. Legal Counsel. CIWW shall select and engage a general counsel ("Legal Counsel") on terms specified by the Board and such special counsel as the Board may from time to time determine.

Section 5. Primary Engineering Consultant. CIWW shall select and engage a primary engineering advisor on terms specified by the Board and such special engineering advisors as the Board may from time to time determine.

Section 6. Other Staff and Contracts. The Board may determine to employ such other staff and engage other consultants and advisors for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services and may define and enforce applicable parameters and benchmarks for the same.

ARTICLE XV. BUDGET AND CAPITAL PLANS

Section 1. Fiscal Year. CIWW shall operate on a calendar year basis which shall be its fiscal year.

Section 2. Budget and CIWW Capital Plan. The Board shall establish and adopt an Annual Budget and CIWW Capital Plan as governed by a process as set forth herein and within the timeline as provided in Schedule XV-2 as follows:

- (a) Initial Budget and CIWW Capital Plan. On or before the Operational Commencement Date or within twelve (12) months of the Effective Date, whichever first occurs, the Board shall establish an Initial Budget and an Initial CIWW Capital Plan to govern the period from the date of adoption of the Initial Budget to the expected Operational Commencement Date, and for the first fiscal year after the Operational Commencement Date. If the Initial CIWW Capital Plan and Initial Budget indicate a need for an increase in the capital of CIWW to assure that CIWW is able to meet its financial obligations as they become due until commencement of operations and for the first fiscal year thereafter, then the Board shall increase the Initial Capital Contributions specified in Section 9 of Article I and Schedule I-9, and each Member Agency shall make the additional Initial Capital Contributions in accordance therewith, within thirty (30) days of the Board's adoption of the Initial Budget and Initial CIWW Capital Plan.
- (b) Annual Budget and CIWW Capital Planning. The Board shall annually adopt a CIWW Capital Plan and an Annual Budget.
 - (i) CIWW Capital Planning. On or before May 31 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Long Range Planning and Capital Improvements Committee and the Member Agencies, shall cause to be prepared and submitted to the Board for approval a five-year CIWW Capital Plan as the Board determines is necessary or appropriate to assure CIWW has adequate capital to achieve the Long Range Plan, and to meet CIWW's financial obligations as they become due.
 - (ii) Annual Budget. On or before August 30 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Member Agencies, shall cause to be prepared and submitted to the Board a proposed preliminary CIWW budget for the next fiscal year. The Annual Budget shall specify the expected revenues and operating and capital expenses of CIWW for the fiscal year, and shall make adequate provisions to meet the obligations of CIWW, including Debt Service and compliance with Bond covenants, and adequate provisions for operating reserves, capital reserves, Capacity Expansions, and funding for asset transfers. The Finance and Audit Committee and Technical Committee shall review and may propose revisions to the preliminary budget. The

Executive Director shall revise the preliminary budget based on the committees' reviews. The preliminary budget shall be considered by the Board after a public hearing at a regular Board meeting in November of each year and shall be adopted as the Annual Budget by the Board with such revisions as it deems proper after the November public hearing.

- (c) Modification of CIWW Capital Plan. The Board may vote to modify the Initial CIWW Capital Plan, or any subsequent CIWW Capital Plan, only after providing at least sixty (60) days' written notice to all Member Agencies. A CIWW Capital Plan may provide for a capital call on Member Agencies under Section 3 of this Article.

Section 3. Capital Call on Member Agencies. A CIWW Capital Plan, as adopted or modified under Section 2 of this Article, may provide for a capital call on Member Agencies payable in one or more installments, provided that the payment shall become due at a time that is at least sixty (60) days after the adoption of the CIWW Capital Plan (a "Capital Call"). Any Capital Call shall be allocated among the Member Agencies on the basis of their respective Allocated Capacities at the time of adoption of the Capital Call. Any Capital Call created by a Capital Plan creates a payment obligation for all Member Agencies to be paid according to the terms of the Capital Plan.

Section 4. Return of Capital. Upon admission of each new Member Agency, the Board may, to the extent funds are available for such purpose, provide for a pro-rata return of the capital contributed by each prior Member Agency, plus a deemed rate of return based on any capital premium charged to the New Member Agency. For so long as CIWW shall remain in existence, no Member Agency or former Member Agency shall otherwise be entitled to any return of capital at any time except in accordance with the provisions of the CIWW Capital Plan.

Section 5. Emergency Member Agency Assessments. In the event that unforeseen or exigent circumstances arise such that CIWW's revenues and capital resources are insufficient to allow CIWW to meet its financial obligations as they become due, the Board shall issue one or more "Emergency Member Agency Assessments" to the Member Agencies. Each Member Agency's portion of the Emergency Member Agency Assessment will be based on the Member Agency's pro rata share of the total Allocated Capacity as defined in Schedule V-3, as amended. Each Emergency Member Agency Assessment shall be due and payable within thirty (30) days of adoption of the assessment by the Board. Emergency Member Agency Assessments shall be repaid, without interest, to the Member Agencies when and as the financial condition of CIWW permits. To the extent a shortfall necessitating an Emergency Member Agency Assessment under this section is due to one or more Member Agency's failure to timely pay any of its financial obligations to CIWW, CIWW may reallocate the shortfall to all other Member Agencies on an adjusted pro-rata basis (excluding the non-paying Member Agency's allocation in the calculation). Repayment to Member Agencies who funded the Emergency Member Agency Assessment shall be made from funds received by CIWW upon cure of the delayed payment by, or collection from, the non-paying Member Agency.

Section 6. Annual Budget Certification by Member Agencies. Each Member Agency shall annually certify to CIWW, before the beginning of each Member Agency's fiscal year, that the Member Agency has reviewed the CIWW Annual Budget and imposed sufficient rates and charges, or appropriated other funds, in its own budget sufficient in amount to timely pay its payment obligations to CIWW during the next fiscal year as they become due.

ARTICLE XVI. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement. All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to, Chapters 12B and 12C, Iowa Code.

Section 2. Annual Audit. An independent auditor selected by the Board will annually audit the financial statements of CIWW. Following the receipt of the audit report, the Board shall deliver a copy of the annual audit to the Member Agencies and shall schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit, and answer questions as may be posed to them by the Board.

ARTICLE XVII. CIWW PROJECT FINANCING; ISSUANCE OF BONDS AND REFUNDING BONDS

Section 1. Project Funding. To the extent the CIWW Annual Budget, as may be amended from time to time, contemplates financing a capital project, each Member Agency shall make specific provision for payment of its allocated share of the financed project, and if sufficient funds are not available to said Member Agency, each shall issue bonds, notes or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a capital project, including the issuance of bonds, notes, or other obligations, shall be undertaken by Member Agencies individually, to the extent necessary to capitalize their respective cost allocation, unless the parties have agreed otherwise for CIWW to issue Bonds for said capital project. To the extent such capital project is a Capacity Expansion Project, if CIWW issues Bonds, Debt Service on said Bonds shall be allocated to Member Agencies in accordance with Section 7 of Article V hereof, and collected by CIWW from the affected Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof. If the capital project is not a Capacity Expansion Project, but rather a Joint Capital Project as defined in Section 9 of Article V for which CIWW issues Bonds, Debt Service on said Bonds will be administered by CIWW within the rates imposed therein for Base Costs and Extra-Capacity Costs.

Section 2. Obligations Authorized. The Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, as amended, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement. The Board also is authorized, in its discretion, to utilize existing reserves or other available funds to pay all or any portion of the costs associated with the financing or refinancing of the acquisition,

construction or expansion of any such water facilities deemed necessary or appropriate, in lieu of issuing Bonds or Refunding Bonds for the same under this Agreement.

Section 3. Member Agency Consent to Issuance.

(a) By their approval and execution of this Agreement, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.3, Iowa Code, to issue Bonds in one or more series, the aggregate principal amount not to exceed Nine Hundred Million Dollars (\$900,000,000.00) for projects necessary to carry out the purposes of this Agreement, including but not limited to construction of CIWW Water Supply Facilities to effectuate the CIWW Long Range Plan, or the CIWW Capital Plan, each of which may be modified from time to time by the Board. Without limitation, the initial scope of anticipated projects necessary to carry out the purposes of this Agreement is included as Schedule XVII. Such Bonds may be issued and sold by the actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(b) Included within the Bonds authorized in subsection (a) hereof, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.10, Iowa Code, which is incorporated herein by this reference, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of CIWW or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

Section 4. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of CIWW and from other funds of CIWW lawfully available therefore as provided in Section 28F.5, Iowa Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Member Agencies, nor shall the

Member Agencies be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 5. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Member Agencies in accordance with this Agreement, and each Member Agency agrees to pay its share of such Debt Service allocated pursuant to Sections 6 and 7 of Article V, to CIWW at the times set forth in this Agreement. In the event of a failure by a Member Agency to make any payment due to CIWW as required under this section of the Agreement, which failure continues for a period of ten (10) days, the unpaid amount shall bear interest from the date due until paid at a rate equal to twelve percent (12%) per annum (or the maximum rate allowable by Iowa law, whichever is less). Failure to make a required payment which continues for a period of thirty (30) days shall constitute an Event of Default hereunder without further demand by CIWW and be subject to Article XXIII hereof.

Prior to any Bond or Refunding Bond sale, any Member Agency may make a cash payment for its estimated share, allocated in accordance with Section 7(b) or (c) of Article V, of one or more of the Capacity Expansion Project improvements to be financed or refinanced from the specific Bond or Refunding Bond issue. Upon Board acceptance of such Capacity Expansion Project, the Board shall reconcile the Member Agency's cash contribution to its actual share of the project costs as determined under this Agreement. The difference between the Member Agency's actual cost and its cash contribution shall be paid by or to the Member Agency within twelve (12) months.

Section 6. Restriction on Withdrawal. No Member Agency may withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW Bonds and CIWW Refunding Bonds while any CIWW Bonds and CIWW Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3, Iowa Code, with respect thereto are hereby approved and accepted. Article XXII herein governs the limitations and processes for Member Agency withdrawal.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F, Iowa Code, with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Member Agencies with respect thereto.

ARTICLE XVIII. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. In addition to asset transfers under Article XIII, CIWW may acquire such property as it needs to accomplish its purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the full extent authorized by law and this Agreement, by authority of chapter 28E's joint exercise of Member Agencies' powers, privileges and authorities, Member Agencies hereby expressly delegate and empower CIWW to acquire real property or an interest therein for a public use or purpose related to CIWW's function by use of the power of eminent domain in accordance with Chapters 6A and 6B, Iowa Code. CIWW is authorized to bring an eminent domain

action in its own name, or CIWW may request a Member Agency to bring such action in its name on behalf of CIWW, provided CIWW shall fully reimburse the Member Agency for all costs of the proceeding, including reasonable attorneys' fees and damages to be paid to the owner of the property being so acquired, and all related administrative and legal expenses. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, CIWW shall nevertheless reimburse the Member Agency for the costs and expenses, including any attorney fees or damages awarded to the property owner.

Section 2. Disposition. CIWW may dispose of any of its property and shall do so in the same manner as a city under Section 364.7, Iowa Code, provided, however, that any such transfer shall be subject to any rights of reversion provided by this Agreement, unless released or waived by the holder of the right of reversion. CIWW shall provide notice to any purchaser or recipient of CIWW property of any reversionary interests held by a Member Agency. All proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of CIWW, except for any payment made to any holder of a reversionary interest that is made in exchange for release of such reversionary interest.

ARTICLE XIX. WATER SHORTAGE PLAN

Section 1. Water Shortage Plan. The Water Shortage Plan attached as Schedule XIX-1 is hereby adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by the Board at any time.

Section 2. Adoption of Rules and Ordinances. Member Agencies shall enact water shortage provisions in their respective rules and ordinances to the extent necessary to comply with their obligations under the Water Shortage Plan.

ARTICLE XX. AMENDMENTS TO THIS AGREEMENT

Section 1. Amendments. This Agreement, including its Schedules, may be amended by action of the Board that is confirmed by Member Agency vote under Article XI, except that any amendment that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies.

Section 2. Board Modifiable Schedules. Notwithstanding Section 1 of this Article, the following Schedules may be updated or amended by vote of the Board and without a Member Agency vote: Schedule I-2, Schedule I-9, Schedule I-10, Schedule IV-1, Schedule IV-11, Schedule IV-12, Schedule IV-19, Schedule V-3, Schedule XIV-2, Schedule XIV-3, Schedule XV-2, and Schedule XIX-1 (the "Board Modifiable Schedules").

Section 3. Limits on Amendments to Terms and Schedules.

- (a) Notwithstanding Section 1 of this Article, for a period of seven (7) years from the Effective Date, no amendment shall be made without the unanimous consent of the Member Agencies to the following Articles, Sections and Schedules of this Agreement:
 - (i) The following section of Article I Purposes and Establishment of Legal Entity:
 - a. Section 14 Term and Period of Existence
 - (ii) The following section of Article III Limitations of Scope and CIWW Powers and Operations:
 - a. Section 1 Prohibited Activities
 - (iii) The following sections of Article IV CIWW Exclusive Supply Rights and Service Obligations and Transfer of Existing Facilities:
 - a. Section 1 Exclusive Supply Rights
 - b. Section 5 Limitations on Founding Agency Water Supply Activities
 - c. Section 7 Transfer and Operation of Existing Water Supply Facilities
 - d. Section 9 Repair, Replacement, Updating, Improvement and Expansion
 - e. Section 10 Saylorville Water Treatment Plant Expansion
 - f. Section 14 Total Service Agreements
 - g. Section 15 Wholesale Water Service Master Agreement
 - h. Section 16 Other Preexisting and Potential Future Wholesale Relationships
 - i. Section 18 Member Agency Obligations
 - (iv) The following sections of Article V Water Supply Facility Operating Contracts, and Capacity Expansion:
 - a. Section 1 Operating Contracts
 - b. Section 2 Actual Cost Recovery
 - c. Section 3 Initial Capacity Allocations
 - d. Section 4 Saylorville Expansion Capacity Allocations
 - e. Section 5 New Member Agency Allocations
 - f. Section 6 Capacity Expansions
 - g. Section 7 Costs of Member Agency Funded Capacity Expansions
 - (v) The following sections of Article VI Wholesale Rates to Member Agencies:
 - a. Section 1 Rates to Recover Costs
 - b. Section 2 Annual Determination of Revenue Requirement
 - c. Section 3 Volume and Max Day Demand of Member Agencies
 - d. Section 4 Individual Rates
 - e. Section 5 Charges for Excess Consumption
 - (vi) The following sections of Article VIII Governing Board:
 - a. Section 1 Governing Body
 - b. Section 2 Initial Composition of Board
 - c. Section 3 Size of Board

- d. Section 4 Additional Trustees
 - e. Section 11 Weighted Voting by Board
 - (vii) The entirety of Article XIII Transfer of Assets
 - (viii) The following sections of Article XX Amendments to this Agreement:
 - a. Section 1 Amendments
 - b. Section 3 Limits on Amendment to Terms and Schedules
 - (ix) The following section of Article XXII Withdrawal of Member Agencies:
 - a. Section 3 Restrictions and Limitations on Voluntary Withdrawal of Member Agencies
 - (x) The entirety of Article XXIV Extension and Termination of Agreement
 - (xi) The following schedules:
 - a. IV-7 Designated Water Supply Facilities
 - b. V-2 Costs Payable to Water Producing Member Agencies
 - c. V-5 Charges for Future Capacity Allocations
 - d. VI-2 Mandatory Rate Principles
 - e. VI-3 Assumptions Used to Estimate Volume of Unmetered Water Used by DMWW
 - f. VI-5 Charges for Excess Consumption
 - g. XIII-1 Asset Transfer Terms
 - h. XXII-3 Mandatory Exit Payments for Voluntary Termination of Agreement
- (b) Notwithstanding Section 1 of this Article, the Board and Member Agencies may not adopt, nor purport to adopt, any amendment to the Agreement that adversely affects any operating contract rights, asset transfer provisions, or rights of reversion of any Water Producing Member Agency as provided in this Agreement without the affirmative consent of the governing body of the affected Water Producing Member Agency. Affirmative consent for purposes of this section requires a resolution adopted by the governing body of the affected Water Producing Member Agency.

Section 4. Explanation of Amendment. An explanation of the reasons for any proposed amendment requiring a vote of the Member Agencies shall be adopted by the Board and shall be included in the transmission of the proposed amendment to the Member Agencies prior to their vote.

Section 5. Filing and Effectiveness. If any proposed amendment is approved as provided herein, the amendments shall be filed with the Iowa Secretary of State as required by Section 28E.8, Iowa Code, and shall be effective, unless the amendment otherwise provides, upon such filing. Any such amendment shall be binding upon all Member Agencies without further agreement or joinder by any Member Agency.

ARTICLE XXI. BEST EFFORTS/LIMITATION OF LIABILITY/INDEMNITY

Section 1. Disclaimers. The Founding Agencies agree that the Designated Water Supply Facilities and any CIWW facilities designed and constructed for or by CIWW are special purpose facilities. Neither CIWW, the Board, nor any of the Water Producing Member Agencies warrants or guarantees that the facilities existing as of the date of this Agreement or created under this Agreement have been, or will be designed or constructed to function efficiently or accomplish the purpose for which they are used or were designed. CIWW accepts, and shall at the time of asset transfer accept, all of the Designated Water Supply Facilities “as-is” and with all faults. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the Designated Water Supply Facilities, and CIWW takes such facilities at its own risk.

Section 2. Best Efforts. Each Member Agency agrees to cooperate in good faith with CIWW, the Board, and the other Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Agreement. The Board will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of any new facilities.

Section 3. No Liability. Neither CIWW nor any Water Producing Member Agency shall be liable to any Member Agency by reason of any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for any bad faith or willful disregard for the terms of this Agreement. CIWW agrees to defend and indemnify any Water Producing Member Agency from any claims brought by any Member Agency or any third party related to any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for bad faith or willful disregard for the terms of this Agreement. The indemnity provided by this section includes CIWW’s payment of Water Producing Member Agency’s reasonable attorneys’ fees incurred in defending any action or claim.

Section 4. Limitations of Liability. NO PARTY (INCLUDING CIWW) SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECTION DOES NOT LIMIT THE POWERS OF CIWW WITH RESPECT TO MEMBERS UNDER ARTICLE XV, NOR PRECLUDE ANY AVAILABLE REMEDIES OF CIWW AS TO MEMBERS SET FORTH IN ARTICLE XXIII.

Section 5. Indemnification. Each of the Member Agencies and CIWW (“Indemnifying Party”), to the fullest extent permitted by law, hereby agree to indemnify, defend, pay on behalf of, and hold harmless any other Member Agency and CIWW and their respective elected officials, as appointed officials, agents, employees and volunteers, and others working on behalf of such party (“Indemnitees”), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and

court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnitees by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's agreements and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

ARTICLE XXII. WITHDRAWAL OF MEMBER AGENCIES

Section 1. Duration of Membership. Each Founding Agency and each New Member Agency shall continue its membership until the Member Agency voluntarily terminates its membership herein, as hereafter provided. Any withdrawal by a Member Agency shall not constitute or cause termination of this Agreement.

Section 2. Voluntary Termination of Membership. Subject to the restrictions and limitations of Section 3 of this Article, a Member Agency may voluntarily withdraw from membership in CIWW on not less than five (5) years' written notice to the Board to be effective on the last day of the calendar year after the requisite period of notice has elapsed. In order to withdraw from membership, the governing authority of the Member Agency must adopt a resolution to withdraw, and a certified copy of the resolution to withdraw must be sent to the Board Chair, unless the Chair is a representative from the withdrawing Member Agency, in which case notice must be sent to the Vice-Chair.

Section 3. Restrictions and Limitations on Voluntary Withdrawal of Member Agencies.

- (a) The Member Agencies acknowledge that under current law no Member Agency may withdraw or in any other way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW's issued Bonds while any of the Bonds are outstanding and unpaid. Accordingly, no withdrawal, termination, amendment, or modification of the obligations of a Member Agency under this Agreement shall be effective unless adequate provision is made in accordance with section 28F.3 for defeasance and/or payment of Member Agency's allocation of issued and outstanding Bonds, including without limitation payment in full of any unpaid Capital Call.
- (b) The Board, in its sole discretion, may require the Member Agency seeking withdrawal from this Agreement to pay to CIWW an amount determined by the Board to be necessary to fully fund the future payment obligations of the Member Agency with respect to Debt Service on all Bonds as allocated to the Member Agency under the provisions of this Agreement or any other future agreement related thereto.

- (c) Any Member Agency that voluntarily withdraws shall pay within thirty (30) days of the effective date of the termination of the Member Agency as a member of this Agreement: (i) a “Mandatory Exit Payment” calculated in the manner prescribed in Schedule XXII-3; (ii) reasonable attorneys’ fees incurred by CIWW related to the Member Agency’s withdrawal; and (iii) any costs incurred by CIWW to disconnect the departing Member from CIWW Water Supply Facilities.
- (d) A Member Agency that voluntarily withdraws from membership and participation in this Agreement relinquishes its rights to previously contributed capital, and to any reversionary interests in any assets transferred to CIWW. Any Member Agency that voluntarily withdraws is not entitled to any interest in any CIWW assets if after the Member Agency voluntarily withdraws, CIWW’s existence terminates as provided in this Agreement. The Member Agency voluntarily withdrawing is not entitled to compensation for the interests relinquished.

ARTICLE XXIII. DEFAULT AND REMEDIES

Section 1. Definition of Event of Default. “Event of Default” as to CIWW or any Member Agency means:

- (a) The failure to make payment as required under this Agreement or perform or observe any obligations or covenants under this Agreement, including without limitation any obligation of or relating to water service or under any Capital Call, except that an Event of Default under this subsection (a), other than a non-payment of debt service allocation as provided in Section 5 of Article XVII, shall not include a delay or failure of payment that is cured within thirty (30) days of a demand for payment, or any other failure of performance that is cured within ninety (90) days of a demand for cure or other corrective action;
- (b) The affirmative repudiation of any obligation of payment or of any covenant of this Agreement, or under any related agreement except that an Event of Default under this subsection (b) shall not include any such action that is cured within thirty (30) days of a demand for cure;
- (c) A receiver is appointed in relation to a Member Agency or CIWW, or in relation to any of the assets of a Member Agency or CIWW;
- (d) A Member Agency or CIWW becomes insolvent, fails or admits in writing its inability generally to pay its debts as they become due;
- (e) A Member Agency or CIWW makes a general assignment, arrangement or composition with or for the benefit of its creditors;

- (f) A Member Agency or CIWW institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
- (g) A Member Agency or CIWW has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within ninety (90) days of the institution or presentation thereof.

Section 2. Member Agency Default and CIWW Remedy. Upon the occurrence of an Event of Default as defined in Section 1 of this Article by or attributable to any Member Agency, CIWW may, at the direction of the Board, give the Member Agency notice of default, and after any applicable period of cure has expired:

- (a) Suspend provision of water service to the defaulting Member Agency until such time as Member Agency shall cure the default;
or
- (b) Bring a claim in arbitration for damages under Section 4 of Article XXV, or if CIWW so elects, in one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Section 5 and 6 of Article XXV; or
- (c) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

Section 3. CIWW Default and Member Remedy. Upon the occurrence of an Event of Default, as defined in Section 1 of this Article by or attributable to CIWW that adversely affects any Member Agency, the Member Agency shall have the right, at the direction of its governing body, to give CIWW notice of default and after any applicable period of cure has expired:

- (a) Terminate its membership under Section 2 of Article XXII, without regard to the five-year notice provided therein, and cancel its contracts with CIWW;
- (b) Commence proceedings for an order of the Court for termination of this Agreement under Section 2(b) of Article XXIV;
- (c) Bring a claim in Arbitration under Section 4 of Article XXV or if the Member Agency so elects, bring one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Sections 5 and 6 of Article XXV;
- (d) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

ARTICLE XXIV. EXTENSION AND TERMINATION OF AGREEMENT

Section 1. Extension of Term. This Agreement may be extended beyond the termination date specified in Section 14 of Article I for an additional specified term not to exceed forty (40) years by written consent of not less than two-thirds (2/3) of the Member Agencies. Any Member Agencies that do not consent to such extension within ninety (90) days after receiving notice that the requisite number of Member Agencies have consented to the extension shall be deemed to have voluntarily terminated their membership as provided in Section 2 of Article XXII without further notice by such Member Agency, with such termination to be effective as of the date the period of notice expires.

Section 2. Termination Provisions. This Agreement may terminate earlier than the termination date only upon:

- (a) the requisite vote of the Board and the Member Agencies as provided by Article XI; or
- (b) A final order of a court having jurisdiction in an action by a Member Agency after a CIWW default where the Court finds that termination is warranted and in the best interests of the public.

Section 3. Disposal of Assets upon Termination. Upon termination of this Agreement after expiration of the Agreement's term, or for any other reason, the assets of CIWW that have not previously been disposed of by the Board shall, after payment in full of, or making provision for payment in full of all CIWW liabilities, be distributed to the Member Agencies as follows:

- (a) Each Member Agency shall be deemed to acquire, and thereafter to possess ownership interests in the CIWW Water Supply Facilities and assets in which it has a reversionary interest on the date of CIWW's termination. Such ownership by reversion shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination. In each case, the ownership interest of a Member Agency in a particular CIWW Water Supply Facility or asset shall be equal to the reversionary interest retained by the Member Agency in the specific CIWW facility or asset, under the terms of this Agreement according to the record of reversionary interests maintained by the Board. Such interest shall be conveyed as a tenancy in common with the other Member Agencies to the extent any particular property or asset has any non-reversionary interests held by CIWW on the date of termination, including without limitation by reason of Capacity Expansions after the Asset Transfer Date.
- (b) Dual Use Assets shall revert to the Operating Contractor using them for Water Distribution purposes as of the date of termination. Any Dual Use Asset used for Water Distribution Purposes by multiple Member Agencies shall revert to such Member Agencies as tenants in common.

- (c) Except to the extent provided in Subsection (a) and Subsection (b) of this Section, all of the other assets and properties of CIWW, including without limitation Capacity Expansions constructed by CIWW after the Asset Transfer Date, shall be distributed to the Member Agencies as tenants in common in proportion to their respective Allocated Capacities as of the date of termination, subject to any reversionary interest of any Member Agency under Subsection (a) of this Section. Such distribution shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination.
- (d) The distribution of assets under this Section 3 shall be subject to an equitable interest in favor of each entity that is a Member Agency on the date of termination of this Agreement that entitles each such entity to continue to be served by the output of water produced by the assets on a proportionate basis to the extent of their respective Allocated Capacities. Dual Use Assets shall be subject to an equitable interest in favor of continued use for Water Supply Activity by Member Agencies. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

ARTICLE XXV. GENERAL

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Agreement are severable.

Section 2. Insurance. CIWW shall procure and maintain its own insurance to cover applicable risk, including, but not limited to, cyber, property, casualty, and workers' compensation insurance. CIWW shall require all contractors and subcontractors to have and maintain bonds and insurance in applicable contract documents. The insurance maintained by CIWW and the insurance required of contractors and subcontractors to CIWW shall be established by the Board from time to time. Each Member Agency shall procure such insurance covering the Member Agency's risks as the Member Agency may determine. CIWW and each Member Agency waive subrogation for all claims, suits, damages, and demands that are covered by their own insurance, including but not limited to cyber, property, casualty, and workers' compensation insurance.

Section 3. Notices. Notices which CIWW or its Member Agencies are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered, may be sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed three (3) days after deposit in the United States mail.

Section 4. Arbitration.

- (a) CIWW and all Member Agencies agree that any challenge to rates or to any modification to the CIWW Capital Plan adopted by action of the Board and approved by the Member Agencies and any claims for money damages arising between or among them with regard to matters within the scope of this Agreement shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten (10) days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties desire to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on the merits of the dispute.
- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency that is a party to the dispute; (ii) current employment, either as an employee or independent contractor, by CIWW or any Member Agency; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.

- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a Member Agency within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. Unless CIWW is a party to the arbitration, CIWW will not be liable for any costs or fees related to the arbitration, except CIWW's own reasonable attorneys' fees if such fees are necessary.
- (i) All Member Agencies consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 5. Specific Performance. In addition to any other remedies available under applicable law, CIWW, the Board, and each Member Agency shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Actions in Court. Except for disputes covered by Section 4 of this Article XXV requiring arbitration, any Party may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 7. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages under this Agreement and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other Party.

Section 8. No Third Party Benefit and Limitation. Neither the provisions of this Agreement nor the provisions of any agreement that CIWW may have with any Member Agency or any other public or private agency shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agency. Except as expressly provided in this Agreement, neither this Agreement nor any agreement that CIWW may have with any Member Agency or any other public or private agency may be the basis of a claim or cause of action on behalf of any other person or entity against any Member Agency or any of their respective residents, taxpayers, or ratepayers.

Section 9. Entire Agreement. This Agreement, including the Schedules attached hereto, is the entire agreement between the parties respecting the formation and operation of CIWW. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

Section 10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 11. Partnership Disclaimer. Nothing in this Agreement is intended nor shall be construed as in any way creating or establishing a partnership between the parties hereto, nor as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 13. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression “cause beyond the reasonable control” and the term “Force Majeure” as used in this Agreement shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Section 14. Service Territories. The retail service territories of Member Agencies, and any transfers of retail customers or territories between Member Agencies shall be governed by applicable state and federal statutes, including but not limited to Sections 357A.2 and 357A.21, Iowa Code, and other applicable law, except as they may otherwise expressly agree. Provided, however, in the event of a written agreement between Member Agencies, as identified on Schedule XXV-14 or entered into after the date of this Agreement, the written agreement shall control and nothing in this Agreement shall supersede the agreement between those Member Agencies.

Section 15. Territory Disputes Among Members. Each Member Agency agrees that it will negotiate in good faith with respect to any claims or disputes with other Member Agencies concerning their respective retail service territories and any other water utility operations matters. No Member Agency shall commence any legal action against any other Member Agency to resolve any such claim or dispute unless it has first conducted mediation of such claim or dispute with a neutral mediator selected by the Executive Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

ARTICLE XXVI. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) “Additional Trustee” is defined in Section 4 of Article VIII.
- (b) “Agreement” shall mean this 28E/28F Agreement, as the same may be amended and supplemented from time to time.
- (c) “Allocated Capacity” is defined in Section 3 of Article V.
- (d) “Annual Budget” is defined in Article XV.
- (e) “ASR” shall mean aquifer storage and recovery.
- (f) “Board” shall mean the CIWW board of trustees created under this Agreement.
- (g) “Board Modifiable Schedules” is defined in Section 2 of Article XX.
- (h) “Bonds” shall mean any and all bonds, notes, loans or lease agreements, interim obligations, or other obligations issued by CIWW as authorized under Chapter 28F, Iowa Code, or any other applicable provision of law, for the purposes authorized under Chapter 28F, Iowa Code, to finance the costs of facilities and improvements to the CIWW Water Supply Facilities described in this Agreement.
- (i) “Capacity Expansion” and “Capacity Expansion Project” are defined in Section 6 of Article V.
- (j) “Capacity Lease Charges” is defined in Schedule VI-5.
- (k) “Capital Contributions” shall mean funds provided to capitalize CIWW by Member Agencies either by Initial Capital Contribution, Capital Call or otherwise.
- (l) “Capital Call” is defined in Section 3 of Article XV.
- (m) “CIWW” means the Central Iowa Water Works entity established and operating as described in this Agreement.
- (n) “CIWW Capital Plan” means any modified capital plan adopted after the Initial CIWW Capital Plan under Section 2 of Article XV.
- (o) “CIWW Long Range Plan” is defined in Section 1 of Article VII.
- (p) “CIWW Water Supply Facilities” means all facilities used by CIWW to produce, store, or transport water.

- (q) “Core Network” means the system of Water Supply Facilities created and owned by DMWW as defined in the Purchased Capacity Master Agreement that is included in the assets to be transferred under this Agreement, and any additions made thereto and expansions constructed after the Operational Commencement Date.
- (r) “Debt Service” means the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including insurance costs, liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) allocated to Member Agencies in connection with outstanding Bonds or Refunding Bonds of CIWW, or other debt obligations of CIWW for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or from other funds escrowed or deposited with a third party and pledged exclusively to the repayment of said Bonds.
- (s) “Designated Water Supply Facilities” is defined in Section 7 of Article IV.
- (t) “Dual Use Asset” is defined in Section 3 of Article XIII.
- (u) “Effective Date” is defined in Section 12 of Article I.
- (v) “Emergency Member Agency Assessments” is defined in Section 5 of Article XV.
- (w) “Event of Default” is defined in Section 1 of Article XXIII.
- (x) “Excess Consumption” is defined in Section 5 of Article VI.
- (y) “Executive Director” means the CEO and General Manager of CIWW, selected as provided in Section 1 of Article XIV.
- (z) “Force Majeure” is defined in Section 13 of Article XXV.
- (aa) “Founding Agencies” is defined in the Preamble to the Agreement.
- (bb) “Indemnifying Party” is defined in Section 5 of Article XXI.
- (cc) “Indemnitees” is defined in Section 5 of Article XXI.
- (dd) “Initial Budget” is defined in Section 2 of Article XV.
- (ee) “Initial Capital Contributions” is defined in Section 9 of Article I.
- (ff) “Initial CIWW Capital Plan” is defined in Section 2 of Article XV.

- (gg) “Interest Rate Agreement” means, to the extent permitted by applicable law, an interest rate swap or exchange agreement, an agreement establishing an interest rate floor or ceiling or both (including options to enter into or cancel the agreement or to reverse or extend the agreement), currency exchange, cap, collar, forward, hedge or similar agreement entered into by the Board to moderate or manage the interest rate or exchange rate risk respecting any of the Bonds or Refunding Bonds.
- (hh) “Iowa Code” shall mean the Code of Iowa (2023), as the same may be amended and supplemented from time to time.
- (ii) “Joint Capital Project” is defined in Section 9 of Article V.
- (jj) “Legal Counsel” is defined in Section 4 of Article XIV.
- (kk) “Mandatory Exit Payment” is defined in Section 3 of Article XXII.
- (ll) “Member Agency / Member Agencies” is defined in Section 4 of Article I.
- (mm) “New Member Agency” is defined in Section 4 of Article I.
- (nn) “Operational Commencement Date” is defined in Section 13 of Article I.
- (oo) “Prospective Member Agency” is defined in Section 1 of Article XII.
- (pp) “Purchased Capacity Master Agreement” is defined in Section 15 of Article IV.
- (qq) “Refunding Bonds” means any bonds, notes, loan agreements or other obligations issued by CIWW for the purposes of refunding any of the Bonds under the provisions of Article XVII, Section 3(b) hereof.
- (rr) “Revenue Requirements” is defined in Section 1 of Article VI.
- (ss) “Total Service Agreement” is defined in Section 14 of Article IV.
- (tt) “Water Distribution Activity” is defined in Section 2 of Article IV.
- (uu) “Water Distribution Facilities” is defined in Section 3 of Article IV.
- (vv) “Water Producing Member Agency” and “Water Producing Member Agencies” are defined in Section 7 of Article IV.
- (ww) “Water Supply Activity” is defined in Section 2 of Article IV.
- (xx) “Water Supply Facilities” is defined in Section 3 of Article IV.

Additional terms defined in the Schedules have the meaning assigned in the Schedules.

ARTICLE XXVII. EXECUTION OF AGREEMENT

Section 1. Passage of Resolution. A Founding Agency or other Member Agency shall become a party hereto by the passage of a resolution by its governing body approving this Agreement and authorizing execution of the same by its officers. This Agreement shall become effective upon such approval, and execution of a counterpart by all of the Founding Agencies and filing of the executed Agreement as required by law.

Section 2. Signature Pages. Each Founding Agency approving this Agreement shall execute the separate signature page provided for it. The parties authorize counsel to any Founding Agency to assemble the signature pages of all signatory parties and to append them to copies of this Agreement for filing with the Iowa Secretary of State.

[Signature Pages Follow]

BOARD OF WATER WORKS TRUSTEES OF
THE CITY OF DES MOINES, IOWA

By: _____
Andrea Bolton, Board Chairperson

ATTEST:

Ted Corrigan, CEO and General Manager

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Bolton and Ted Corrigan to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the CEO and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that Andrea Bolton and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

BOARD OF WATER WORKS TRUSTEES OF
THE CITY OF WEST DES MOINES, IOWA

By: _____
Scott Brennan, Chair

ATTEST:

Christina Murphy, General Manager and Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chair and the Secretary of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF URBANDALE WATER UTILITY
BOARD OF TRUSTEES

By: _____
_____, Board Chairperson

ATTEST:

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the _____ of the CITY OF URBANDALE WATER UTILITY BOARD OF TRUSTEES, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the CITY OF URBANDALE WATER UTILITY BOARD OF TRUSTEES, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF ANKENY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the CITY OF CLIVE, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the _____ day of _____, 202____, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF JOHNSTON, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF JOHNSTON, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF GRIMES, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF NORWALK, IOWA

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF NORWALK, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF POLK CITY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

(SEAL)

By: _____
Courtney Clark, Mayor

ATTEST:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF WAUKEE, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

WARREN WATER DISTRICT

(SEAL)

By: _____

ATTEST:

By: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the _____ and _____, respectively of the WARREN WATER DISTRICT, a rural water district organized and existing under Chapter 357A, Iowa Code, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board and said persons acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

XENIA RURAL WATER DISTRICT

(SEAL)

By: _____
Dan Lovett, Chairperson

ATTEST:

Peter Jensen, Secretary

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the _____ and _____, respectively of the XENIA RURAL WATER DISTRICT, a rural water district organized and existing under Chapter 357A, Iowa Code, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board and said persons acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

CONSENT AND APPROVAL

This Agreement is consented to and approved by United States Department of Agriculture, Rural Development, as of the ____ day of _____ 202____.

USDA RURAL DEVELOPMENT

By: _____
Program Director
Rural Utilities and Community Facilities

**SCHEDULE I-2
FOUNDING DATA**

A. HISTORIC ANNUAL FINISHED WATER REQUIREMENTS

Member	Annual Demand in Millions of Gallons					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	2,053.270	1,980.672	2,446.297	2,253.334	2,497.238	2,246.162
Clive	669.093	630.973	698.917	733.048	708.084	688.023
DMWW	8,792.664	8,639.098	8,759.255	9,125.502	9,214.623	8,906.228
Johnston	748.274	762.712	820.081	869.177	822.323	804.513
Grimes	648.114	536.634	542.878	652.932	654.552	607.022
Norwalk	299.976	320.817	418.642	423.545	419.307	376.457
Polk City	176.252	192.558	230.128	198.496	200.616	199.610
UWU	1,536.328	1,541.656	1,691.490	1,773.936	1,821.323	1,672.947
Warren Water District	602.704	643.547	628.457	625.806	642.937	628.690
Waukee	596.345	614.201	728.623	799.649	840.129	715.789
WDMWW	2,775.840	2,557.970	2,810.655	2,895.342	2,825.989	2,773.159
Xenia	727.232	667.829	705.625	747.278	741.075	717.808
Total	19,626.092	19,088.667	20,481.048	21,098.045	21,388.196	20,336.408

Notes:

All figures are calendar year totals expressed in million gallon units.

**SCHEDULE I-2
FOUNDING DATA**

B. HISTORIC MAXIMUM DAY UTILIZATION OF CAPACITY

Member	Historic Maximum Day Utilization					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	8.736	8.034	9.141	8.508	8.528	8.589
Clive	4.098	3.563	3.877	4.158	4.008	3.941
DMWW	45.145	40.835	42.763	45.563	46.763	44.214
Johnston	5.374	4.975	4.877	5.027	4.793	5.009
Grimes	3.887	3.665	3.386	2.808	3.080	3.365
Norwalk	1.831	1.779	2.216	2.722	2.865	2.283
Polk City	1.409	1.307	1.170	1.047	1.147	1.216
UWU	10.038	8.997	10.269	10.122	10.557	9.997
Warren Water District	2.674	2.656	2.467	2.824	3.290	2.782
Waukee	3.632	3.594	3.770	4.281	4.274	3.910
WDMWW	15.513	13.243	13.478	13.773	13.925	13.986
Xenia	2.881	2.667	2.803	3.065	2.893	2.862
Total	105.218	95.315	100.217	103.898	106.123	102.154

Notes:

All figures are calendar year maximums expressed in million gallon per day units.

**SCHEDULE I-9
INITIAL CAPITAL CONTRIBUTIONS**

Initial Capital Contributions are start-up funds that are contributed by the Founding Agencies to provide the initial capitalization of CIWW that has been deemed required for commencement of CIWW activities.

Member	Five-Year Average Demand (MG)	% of Total	Initial Capital
Ankeny	2,246.162	11.045%	\$ 220,900
Clive	688.023	3.383%	\$ 67,660
DMWW	8,906.228	43.795%	\$ 875,900
Johnston	804.513	3.956%	\$ 79,120
Grimes	607.022	2.985%	\$ 59,700
Norwalk	376.457	1.851%	\$ 37,020
Polk City	199.610	0.982%	\$ 19,640
UWU	1,672.947	8.226%	\$ 164,520
Warren Water District	628.690	3.091%	\$ 61,820
Waukee	715.789	3.520%	\$ 70,400
WDMWW	2,773.159	13.636%	\$ 272,720
Xenia	717.808	3.530%	\$ 70,600
Total	20,336.408	100.000%	\$ 2,000,000

SCHEDULE I-10
REIMBURSABLE START-UP EXPENSES

The expenses below were incurred by Member Agencies on behalf of CIWW prior to the Effective Date of this Agreement. Such expenses shall either be reimbursed to the Member Agency that paid the expenses, or if the expenses are paid with proceeds of SRF indebtedness, such indebtedness shall be assumed by CIWW. Cash payments shall be made within twelve (12) months after the Operational Commencement Date.

Description of Engagement benefitting CIWW	Vendor	WDMWW	UWU	Total
Development of initial financial model	FCS	\$ 141,360	\$ 141,360	\$ 282,720
Future plant site evaluation	HDR	\$ 451,023	\$ -	\$ 451,023
Development of 28E/F by bond counsel	Dorsey & Whitney	\$ 15,000	\$ 15,000	\$ 30,000
Set up of financial model and cost estimates per 28E language	PFM	\$ 100,000	\$ -	\$ 100,000
Total Estimate		\$ 707,383	\$ 156,360	\$ 863,743

Note: Expenses incurred by DMWW on behalf of CIWW prior to the Effective Date of this Agreement were sufficiently budgeted and recovered in water rates and no reimbursement to DMWW is therefore required.

SCHEDULE IV-1
EXCEPTIONS TO EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS

- A. Warren Water District shall continue to service and DMWW shall continue to purchase water for DMWW's service area Greenbrier Estates subdivision.
- B. Warren Water District (Warren) and Xenia Rural Water District (Xenia) serve large geographic areas which may necessitate serving portions of their respective service areas from a source other than CIWW. For this reason, exceptions to the exclusivity and service obligation requirements of this Agreement have been developed as outlined in this Schedule.

Warren and Xenia have each submitted the attached existing service area map of territory currently served from the DMWW system, which shall define the areas to be exclusively served by CIWW unless modified as provided in this Schedule

At such time that Warren or Xenia wishes to expand their service area served from CIWW or wishes to serve a portion of their existing service area from a source other than CIWW, it shall petition the Technical Committee for CIWW review and approval of the change. The approval of the Technical Committee shall be granted unless the Technical Committee finds that the request is unreasonably burdensome to CIWW in the conduct of its regional mission. Any denial of such request shall be subject to the dispute resolution provisions of this Agreement. The Board shall modify this Schedule based on any change approved by the Technical Committee.

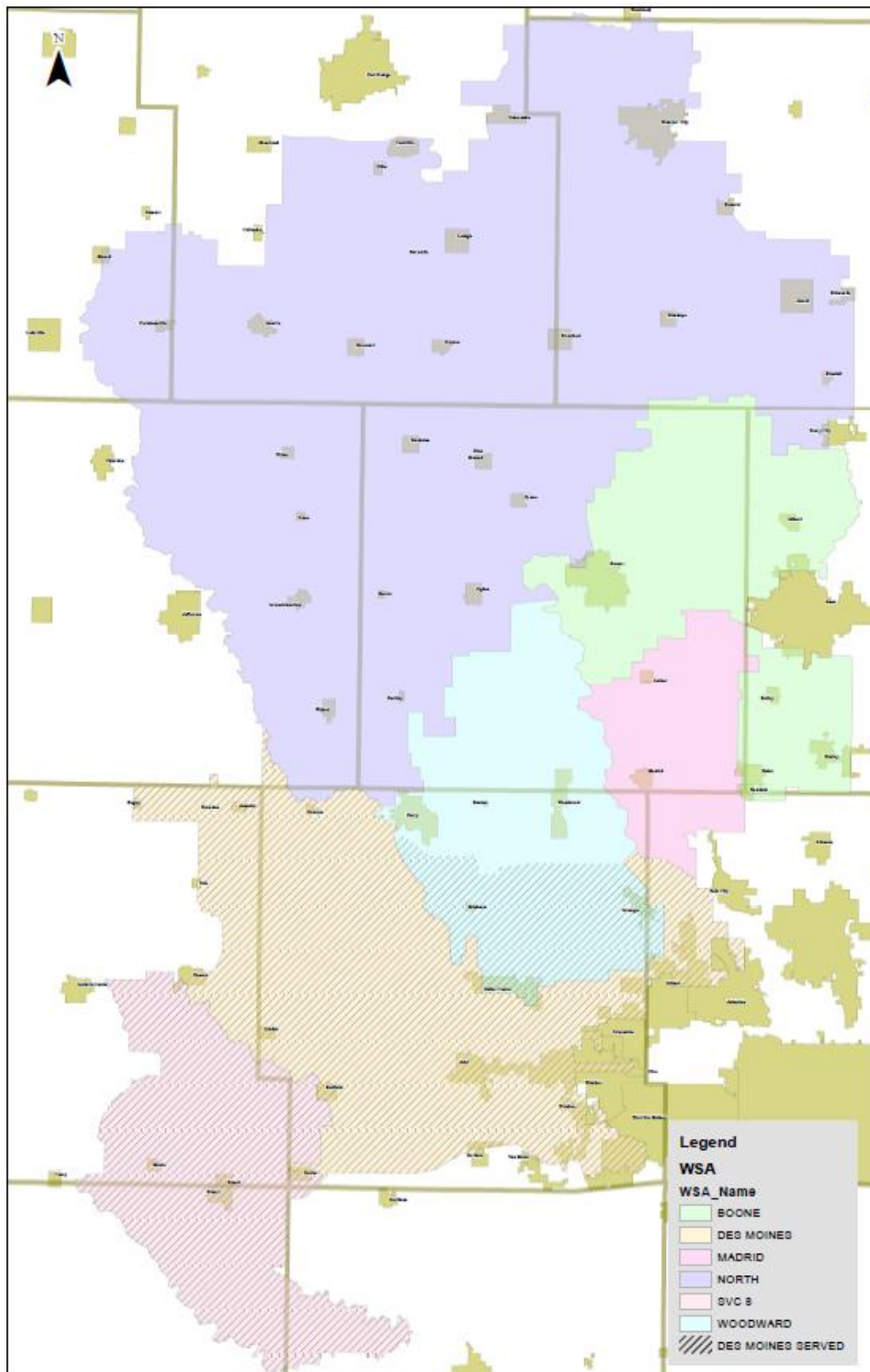
Warren or Xenia shall provide a minimum of three-month's notice prior to planned implementation of the change in service area to be served from CIWW.

Service areas must be served from a source (CIWW or other) on a full calendar year basis for at least two full years. No seasonal changes which would result in peaking off the CIWW system shall be allowed, and no return to CIWW service shall be allowed for territory removed from CIWW service, for at least such minimum two-year term. The provisions of this paragraph shall be waived in the event of an emergency situation.

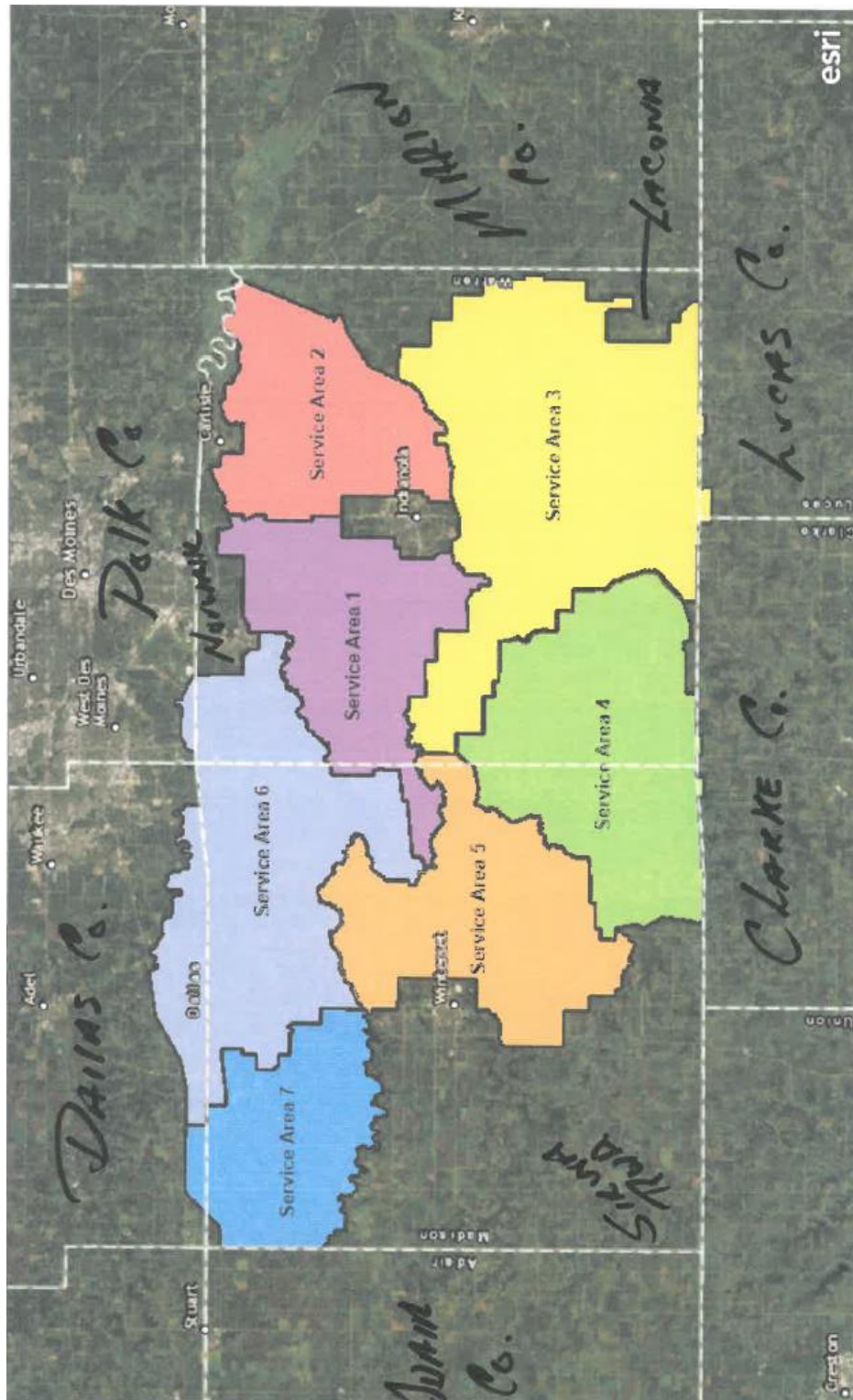
Warren and Xenia shall also have the right to serve additional incorporated areas within their service area as total service or wholesale customers if those incorporated areas do not have ready access to the Core Network transmission system.

All expansions of service territory and/or service to additional total service or wholesale customers must be accomplished within Warren or Xenia's duly allocated capacity within the CIWW regional system.

XENIA RURAL WATER DISTRICT – SERVICE TERRITORY



WARREN WATER DISTRICT – SERVICE TERRITORY



SCHEDULE IV-6 SERVICE OBLIGATION STANDARDS

CIWW shall have an obligation to make reasonable provision to meet all drinking water production requirements of the Member Agencies as needed, subject to mechanical failures, unforeseen events, or circumstances within the definition of Force Majeure, and subject to the exceptions stated in Schedule IV-1.

The following standards shall further define such service obligation:

- CIWW shall plan for delivery of each Member Agency's Allocated Capacity and shall not be required to deliver any more than any Member Agency's Allocated Capacity, or to serve geographic areas for certain Member Agencies serving primarily unincorporated areas beyond existing territories connected to the Des Moines system as shown in boundary maps in Schedule IV-1, as revised from time to time, without express Board approval.
- CIWW shall expand its capacity pursuant to its Long Range Plan contingent on available financing and funding.
- CIWW shall provide for sufficient water pressures and delivery points, both of which shall be determined in coordination with the Member Agencies.
- CIWW shall not deny service to any Member Agency that requests it so long as the requests are made reasonably in advance and consistent with adopted CIWW Long Range Plan and Capacity Expansions.
- CIWW's curtailments in service, if any, shall be made pursuant to the Water Shortage Plan.
- CIWW shall strive to meet all applicable state and federal water quality regulations; but in a situation where it fails to do so, it will provide timely notice to all affected Member Agencies.

The level of service provided by CIWW to Member Agencies shall be supported by rates, determined under Article VI and the principles set forth in Schedule VI-2, that are reasonably related to CIWW's actual costs, at levels determined by its Board to be sufficient to pay all CIWW expenses and obligations, to establish and maintain reasonable and adequate financial and operating reserves, and to provide for the current and future financing of CIWW's capital projects.

**SCHEDULE IV-7
DESIGNATED WATER SUPPLY FACILITIES**

**ALL INSTRUMENTS OF TRANSFER WILL BE EXECUTED ON OR BEFORE THE
OPERATIONAL COMMENCEMENT DATE.**

Function*	Facility Name / Asset Description	Owner	Note
INCLUDED ASSETS			
MTR	Wholesale Meters	DMWW	1.
SOS	Infiltration Gallery	DMWW	2.
SOS	Raccoon River Intake	DMWW	3.
SOS	Des Moines River Intake	DMWW	4.
SOS	Des Moines River Pump Station	DMWW	5.
SOS	Saylorville Lake Storage Rights	DMWW	6.
SOS	McMullen Water Treatment Plant Shallow Alluvial Wells	DMWW	7.
SOS	Maffitt Reservoir and Grounds	DMWW	8.
SOS	Crystal Lake	DMWW	9.
SOS	Purple Martin Lake Water Resource Area	DMWW	10.
SOS	Hallett Lake	DMWW	11.
SOS	Saylorville Water Treatment Plant Radial Collector Wells	DMWW	12.
SOS	AC Ward Jordan Aquifer Wells	WDMWW	13.
SOS	AC Ward Alluvial Aquifer Wells	WDMWW	14.
SOS	Polk City Pleistocene Aquifer Wells	Polk City	15.
SOS	Grimes Jordan Aquifer Wells	Grimes	16.
SOS	Grimes Alluvial Aquifer Wells	Grimes	17.
SOS	Urbandale Raw Water Quarries	UWU	18.
STO	Army Post Road ASR Well	DMWW/ WDMWW	19.
STO	LP Moon ASR Well	DMWW	20.

STO	McMullen ASR Well	DMWW	21.
STO	98 th Street Tower	WDMWW	22.
STO	Tenny Standpipe	DMWW	23.
BPS	LP Moon Pumping Station and Ground Storage Reservoir	DMWW	24.
BPS	Polk County Pumping Station and Ground Storage Reservoir	DMWW	25.
BPS	Joint Maffitt Lake Booster Station	DMWW/WDMWW	26.
BPS	NW 26 th St. Booster Station	DMWW	27.
BPS	Xenia Booster Station at LP Moon	Xenia/Waukee	28.
TMT	Fleur Drive Water Treatment Plant	DMWW	29.
TMT	Laboratory	DMWW	30.
TMT	McMullen Water Treatment Plant	DMWW	31.
TMT	Saylorville Water Treatment Plant	DMWW	32.
TMT	AC Ward Water Treatment Plant	WDMWW	33.
TMT	Grimes Water Treatment Plant	Grimes	34.
TMT	Polk City Water Treatment Plant	Polk City	35.
TRN	Core Network Transmission and Raw Water Mains	DMWW	36.

The forgoing list of “Included Assets” is exclusive and exhaustive. The only assets to be transferred are those, and only those, expressly enumerated above and described in the notes thereto. All assets that are not Included Assets are reserved by the Parties and shall not be transferred.

The assets to be retained by the parties specifically include, but are not limited to, the following enumerated Excluded Assets, which are listed for avoidance of doubt. Other assets not listed as Excluded Assets, will also be retained. The omission of any assets from the list of Excluded Assets shall create no inference or presumption that it is, or should be deemed to be, an Included Asset.

Notwithstanding the foregoing, the lists of Included Assets and Excluded Assets and the terms and provisions of transfer set forth in this Schedule and Schedule XIII-1 shall be subject to revision to correct manifestly erroneous omission or inclusion or any other mistake that frustrates the intent of the express provisions of this Agreement.

EXCLUDED ASSETS

STO	Ankeny ASR Wells	Ankeny	37.
STO	Waukee ASR Well	Waukee	38.
STO	Grimes ASR Well	Grimes	39.
STO	Wilchinski Standpipe	DMWW	40.
STO	Joint Eastside Tower	DMWW	41.
BPS	Nollen Booster Station and Standpipe	DMWW	42.
BPS	Hazen Booster Station and Tower	DMWW	43.
BPS	Urbandale Booster Station	UWU	44.
BPS	Waukee Booster Station	Waukee	45.
BPS	Norwalk Booster Station	Norwalk	46.
BPS	Airport Booster Station	DMWW	47.
BPS	Delaware Booster Station	Ankeny	48.
BPS	Roosevelt Booster Station	DMWW	49.
BPS	SE Polk Alleman Booster Station	DMWW	50.
BPS	SE Polk Bondurant Booster Station	DMWW	51.
PARK	Des Moines Water Works Park and Adjacent Lands	DMWW	52.
ADMIN	DMWW General Office Building	DMWW	53.
ADMIN	DMWW Grounds Shop	DMWW	54.
ADMIN	WDMWW General Office Building	WDMWW	55.

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

ALL TRANSFERS OF ASSETS SHALL BE SUBJECT TO THE RIGHTS OF REVERSION AS PROVIDED IN THE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED AND ALL INSTRUMENTS OF TRANSFER SHALL CONTAIN PROVISIONS TO DOCUMENT SUCH REVERSION.

EXCEPT AS OTHERWISE NOTED ALL TRANSFERS SHALL BE SUBJECT TO ALL EXISTING EASEMENTS, LEASES, LICENSES, 28E AGREEMENTS AND OTHER AGREEMENTS

NOTES TO INCLUDED ASSETS

1. Ownership of all existing **Wholesale Meters** used by DMWW to meter water used by wholesale customers that will become Member Agencies shall be transferred to CIWW for the purpose of metering water for sale from CIWW to the Member Agency. Meter pits and other Connection Facilities will remain the property of the Member Agency and the Member Agency will continue to have maintenance responsibility for those facilities.

The transfer of the Wholesale Meters shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of the Wholesale Meters “as is” and in place.

2. Ownership of the **Infiltration Gallery** located within Des Moines Water Works Park and Adjacent Lands, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Infiltration Gallery gathers alluvial ground water from along the Raccoon River. The Infiltration Gallery, as used herein, consists of all gallery piping, manholes, valves, valve chambers, air shafts, tunnel, land flooding station (2803 George Flagg Parkway), flooding station piping, and other miscellaneous facilities necessary to make the Infiltration Gallery available for the collection of alluvial ground water as a source of raw water for the Fleur Drive Water Treatment Plant. The transfer shall include all Infiltration Gallery facilities currently in use and any such facilities not currently in use. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 52 below.

The transfer of the Infiltration Gallery shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Infiltration Gallery facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within appropriate easement areas on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes, and subject to the payment by CIWW to DMWW on an annual basis, an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

3. Ownership of the **Raccoon River Intake**, located in Des Moines Water Works Park, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Raccoon River Intake, as used herein, consists of the intake wet well, traveling screens, power, controls, water service, raw water piping, and other miscellaneous facilities necessary to make the Raccoon River Intake available for the use and benefit of CIWW for the collection of Raccoon River water as a source for the Fleur Drive Water Treatment Plant.

DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 52 below.

The transfer of the Raccoon River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Raccoon River Intake facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within an appropriate easement area on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

4. Ownership of the **Des Moines River Intake** located adjacent to the Des Moines River in Prospect Park in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Intake, as used herein, consists of an intake structure including traveling screens, source water piping, and other miscellaneous utilities and facilities necessary to make the Des Moines River Intake available for the use and benefit of CIWW for the collection of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The intake structure is located on property owned by the United States of America pursuant to a fifty (50) year easement granted November 12, 1980.

The transfer of the Des Moines River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW, subject to any required approval. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

5. Ownership of the **Des Moines River Pump Station**, located at 2000 Prospect Road in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Pump Station, as used herein, consists of a pump station building and other miscellaneous utilities and facilities necessary to make the Des Moines River Pump Station available for the use and benefit of CIWW for the pumping of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The pumping station occupies ground owned by the City of Des Moines under a Grant of Management and Control instrument dated July 28, 1980, which is recorded in the real estate records of Polk County, Iowa at Book 5028, Page 482.

The transfer of the Des Moines River Pump Station shall be effected by delivery of a quit claim deed to the building and a bill of sale for other facilities, by DMWW to CIWW, providing for transfer of Des Moines River Pump Station facilities “as is” and in place. The existing Grant of Management and Control shall be assigned by DMWW to CIWW, subject to any required consent by the City of Des Moines. All other related easements, agreements, and other related rights will be assigned by DMWW to CIWW and shall be assumed by CIWW.

6. Ownership of DMWW’s **Saylorville Reservoir Storage Rights** shall be transferred to CIWW. A contract dated May 26, 1982, between the State of Iowa and the United States of America provides the State rights related to a quantity of water stored in Saylorville Reservoir under

certain conditions. A related contract between DMWW and the State of Iowa, also dated May 26, 1982, provides rights to DMWW to a portion of the State's stored water.

The contract between DMWW and the State of Iowa will be assigned to CIWW subject to approval by the State of Iowa and the Secretary of the Army, and assumption by CIWW of DMWW's obligations thereunder.

7. Ownership of the **McMullen Water Treatment Plant Shallow Alluvial Wells** shall be transferred to CIWW. The shallow alluvial wells include radial collector wells 1, 2, 3, 4, 5, and 6 in addition to one horizontal collector well, all located on the grounds of the McMullen Water Treatment Plant adjacent to the Raccoon River north of the McMullen Water Treatment Plant. The shallow alluvial wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the McMullen Water Treatment Plant.

The transfer of the McMullen Water Treatment Plant Shallow Alluvial Wells shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be "as is" and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

8. Ownership of **Maffitt Reservoir and Grounds** shall be transferred to CIWW. Maffitt Reservoir serves as a source of supply for the McMullen Water Treatment Plant during times of low alluvial well yield or poor water quality. Maffitt Reservoir, as used herein, consists of a tract of land and a reservoir, earthen dam, overflow works, fill and withdrawal piping works, protected watershed surrounding the reservoir, roads, shelter houses, restrooms, shop building and other facilities necessary to make Maffitt Reservoir available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. During the term of the Initial Operating Contract DMWW will continue to maintain the grounds surrounding Maffitt Reservoir as a protected watershed and park open to the public at CIWW's expense, as part of the water supply operations provided to CIWW. Following the term of the Initial Operating Contract, the CIWW Board may decide to discontinue maintenance of the protected watershed as a park.

The transfer of the Maffitt Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be "as is" and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

9. Ownership of **Crystal Lake** shall be transferred to CIWW. Crystal Lake serves as a source of supply for the McMullen Water Treatment Plant. Water is pumped from the Raccoon River into Crystal Lake (a former gravel pit) where after 30 to 40 days of detention time, nitrate concentrations are typically reduced by half. Crystal Lake as used herein consists of a tract of land and a water storage basin of approximately 60 surface acres, pumping facilities and piping

to withdraw water from the Raccoon River and deliver it to the lake, pumping and piping facilities to withdraw water from Crystal Lake and deliver it to the McMullen Water Treatment Plant, and other facilities necessary to make Crystal Lake available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. This site also includes a truck scale and drying area used in the processing of lime residuals.

The transfer of Crystal Lake shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

10. Ownership of **Purple Martin Lake Water Resource Area** shall be transferred to CIWW. Purple Martin Lake Water Resource Area, as used herein, consists of a tract of land containing a former gravel pit lake that is currently managed by the State of Iowa as a part of Walnut Woods State Park. It is the next link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. The area includes a former gravel pit lake not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. Purple Martin Lake Water Resource Area property is currently managed as a unit of Walnut Woods State Park by the Iowa Department of Natural Resources under an agreement with DMWW dated December 10, 2015. This agreement will be transferred to CIWW and will remain in effect until the end of the current term on December 31, 2025. Subsequently the CIWW Board will have the option to extend or terminate the Agreement.

The transfer of Purple Martin Lake Water Resource Area shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place and subject to the above-described agreement. The Agreement with the Iowa Department of Natural Resources and all other easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

11. Ownership of **Hallett Lake** shall be transferred to CIWW. Hallett Lake as used herein consists of a tract of land containing a former gravel pit lake. It is the last link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. Hallett Lake is not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. This site includes two storage buildings.

The transfer of Hallet Lake shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

12. Ownership of the **Saylorville Water Treatment Plant Radial Collector Wells** shall be transferred to CIWW. The Saylorville Water Treatment Plant Radial Collector Wells include radial collector wells 1 (IGS GeoSam well number 73469) and 2 (IGS GeoSam well number 73471) located adjacent to the Des Moines River south of the Saylorville Water Treatment

Plant. The radial collector wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the radial collector wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Saylorville Water Treatment Plant. The Saylorville Radial Collector Wells are located on property owned by the United States of America and managed by the Department of the Army pursuant to a fifty (50) year easement granted on September 22, 2006.

The transfer of the Saylorville Water Treatment Plant Radial Collector Wells shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW subject to written approval by the District Engineer, US Army Engineering District, Rock Island, Illinois, and assumption by CIWW of DMWW’s obligations thereunder. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

13. Ownership of the **AC Ward Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Well #1	1505 Railroad Ave – Plant Campus	IGS GeoSam well number 19416
Well #3	Raccoon River Park – City Park	IGS GeoSam well number
Well #4	300 S. 16 th St – South Well Field	IGS GeoSam well number 54956
Well #26	1701 Railroad – City Park	IGS GeoSam well number 85507

The deep wells as used herein consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the AC Ward Treatment Plant.

The transfer of the AC Ward Jordan Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

14. Ownership of the **AC Ward Alluvial Aquifer Wells** shall be transferred to CIWW. Included are the following shallow wells:

Well #5	1505 Railroad Ave – Plant Campus
Well #6 thru #8	300 S. 16 th St – South Well Field
Well #14 thru #21	2900 Grand Ave
Well #22 thru #25	2500 Grand Ave

The shallow alluvial wells, as used herein, consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection

of alluvial ground water as a source for the AC Ward Treatment Plant. These wells are located on land owned by the City of West Des Moines/WDMWW.

The transfer of the AC Ward Alluvial Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

15. Ownership of the **Polk City Pleistocene Aquifer Wells** shall be transferred to CIWW. Included are the following wells:

Well #4	IGS GeoSam well number 41483
Well #5	IGS GeoSam well number 56834

The Pleistocene Aquifer Wells, as used herein consist of well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the Pleistocene Aquifer Wells available for the use and benefit of CIWW for the collection of ground water as a source for the Polk City Water Treatment Plant. These wells are located on land owned by the Tournament Club of Iowa subject to easement agreements dated January 16, 2022.

The transfer of the Polk City Pleistocene Aquifer Wells shall be effected by delivery of a bill of sale, by the City of Polk City to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Polk City to CIWW and shall be assumed by CIWW.

16. Ownership of the **Grimes Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Jordan Well	NW 121 st Street	IGS GeoSam well number 91788
Jordan Well	1801 N James Street	IGS GeoSam well number 77074

The deep wells as used herein consist of a well head, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the Grimes Water Treatment Plant.

The transfer of the Grimes Jordan Aquifer Wells shall be effected by delivery of quit claim deeds and a bills of sale by the City of Grimes to CIWW as part of the transfer documents pertaining to the transfer of the Grimes well field as described in Note 17 and the Grimes Water Treatment Plant as described in Note 34 to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

17. Ownership of the **Grimes Alluvial Aquifer Wells** shall be transferred to CIWW. Three shallow alluvial aquifer wells are located north of Grimes in Polk County along NW 121st Street in the Grimes well field.

The shallow alluvial wells, as used herein, consist of a tract of land and well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Grimes Water Treatment Plant. These wells are located on land owned by the City of Grimes. One of the Grimes Jordan Aquifer Wells also occupies this same tract of land.

The transfer of the Grimes Alluvial Aquifer Wells shall be effected by delivery of a quit claim deed and a bill of sale, by the City of Grimes to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

18. Ownership of the **Urbandale Raw Water Quarries** located adjacent to the Des Moines River in Johnston shall be transferred to CIWW. The Urbandale Raw Water Quarries as used herein consist of a tract of land containing former gravel pit lakes. The property was acquired by UWU as a potential future raw water source and has potential future value for such use but is currently not being used for water supply.

The transfer of Urbandale Raw Water Quarries shall be effected by delivery by UWU of a quit claim deed to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by UWU to CIWW and shall be assumed by CIWW.

19. Ownership of the **Army Post Road ASR Well** located at 5470 Willow Creek Avenue in Des Moines shall be transferred to CIWW. The Army Post Road ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 81129), submersible pump and motor, pitless adapter, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR well was constructed under an agreement between DMWW and WDMWW. Per that agreement, WDMWW paid much of the cost of the well in exchange for receiving a 3.0 MGD regional capacity credit. This credit allowed the use of up to 3.0 MGD of capacity in a designated area without using purchased capacity. WDMWW and DMWW will each receive credit in the asset transfer calculation for their respective investment in the well. Once the well is transferred to CIWW, the regional capacity credit agreement will terminate, and this ASR well will be a regional asset delivering capacity to the Core Network during recovery.

The transfer of the Army Post Road ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Army Post Road ASR Well site and facilities “as is,” in place, and subject to existing third party rights of use.

All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW, except as cancelled as set forth above.

20. Ownership of the **LP Moon ASR Well** located at 2501 NW 156th Street in Clive shall be transferred to CIWW. The LP Moon ASR Well, as used herein, consists of a Jordan Aquifer well (IGS GeoSam well number 59746), submersible pump and motor, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water directly to the Core Network. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 24.

The transfer of the LP Moon ASR Well shall be effected by delivery of a quit claim deed as defined in Note 24 and a bill of sale by DMWW to CIWW, providing for transfer of the LP Moon ASR Well site, and facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

21. Ownership of the **McMullen ASR Well** located adjacent to the McMullen Water Treatment Plant site shall be transferred to CIWW. The McMullen ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 63127), submersible pump and motor, and ASR building with chemical storage and feed. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water to the filter effluent chamber of the McMullen Water Treatment Plant.

The transfer of McMullen ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

22. Ownership of the **98th Street Tower** located at 1675 98th Street in West Des Moines will transfer to CIWW. The 98th Street Tower, as used herein, consists of a tract of land, a 2.5 MG elevated water tower, and cellular telephone equipment which occupies the tower by lease agreement. This facility stores water for Clive, Waukee, and West Des Moines. Operational and maintenance costs will continue to be shared by the participants based on an existing agreement dated 1993.

The transfer of the 98th Street Tower shall be effected by delivery of a quit claim deed and a bill of sale by WDMWW to CIWW, providing for transfer of the 98th Street Tower site and facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

23. Ownership of the **Tenny Standpipe** located at 4006 Merle Hay Road in Des Moines shall be transferred to CIWW. The Tenney Standpipe, as used herein, consists of a tract of land and a 4.1 MG standpipe. This facility “floats” on the Core Network system and is critical to operational flexibility of the system. The Urbandale Booster Station and an associated meter pit occupy a portion of this site pursuant to rights derived from DMWW. Cellular telephone equipment is mounted on two monopoles and in two control buildings which occupy a portion of this site pursuant to easements and agreements with DMWW. All such easements and agreements will transfer to CIWW subject to CIWW assuming responsibilities under the agreements.

The transfer of the Tenney Standpipe shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Tenney Standpipe site and facilities “as is,” in place, and subject to existing use of UWU and other third parties. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

24. Ownership of the **LP Moon Pumping Station and Ground Storage Reservoir** located at 2501 NW 156th Street in Clive shall be transferred to CIWW. The LP Moon Pumping Station, as used herein, consists of a tract of land and a pump station building which houses pumps that serve Clive, Waukee, and West Des Moines, pumps that serve Urbandale and Xenia, chemical feed equipment, electric and controls equipment, and a standby emergency generator. The 6.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and ground storage reservoir will continue to be billed to the participants based on volume of water used and an existing agreement dated May 26, 1992. The LP Moon ASR Well described in Note 20 and the Xenia Booster Station at LP Moon described in Note 28 both also occupy a portion of this site.

The transfer of the LP Moon Pumping Station and Ground Storage Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of LP Moon Pumping Station and Ground Storage Reservoir facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

25. Ownership of the **Polk County Pumping Station and Ground Storage Reservoir** located at 6071 NE 14th Street, Des Moines, shall be transferred to CIWW. The Polk County Pumping Station, as used herein, consists of a pump station building which houses pumps that serve Ankeny and pumps that serve unincorporated Polk County, electrical and controls equipment, and a standby emergency generator. This facility delivers water to Ankeny and unincorporated Polk County. Ownership of the 5.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and grounds will continue to be billed to the participants based on an existing Water and Service Agreement dated August 1, 1988. This property is occupied pursuant to a permanent easement granted by Polk County, which easement is recorded in the real estate records of Polk County, Iowa at Book 6132, Page 578. This easement and agreements will transfer to CIWW.

The transfer of the Polk County Pumping Station shall be effected by delivery of a bill of sale and assignment of the easement set forth above by DMWW to CIWW, providing for transfer of Polk County Pumping Station facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

26. Ownership of the **Joint Maffitt Lake Booster Station** located at 1379 Adams Street, West Des Moines, shall be transferred to CIWW. The Joint Maffitt Lake Booster Station is located at the Maffitt Water Treatment Plant site to be transferred as provided in Note 31, and as used herein, consists of a booster station building which houses pumps that serve Cumming and Norwalk and pumps that serve West Des Moines, electric and controls equipment, and a standby emergency generator. This facility delivers water to Cumming, Norwalk, and West Des Moines. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on a 28E Agreement filed August 24, 2017, and a 28E Agreement Amendment filed December 7, 2017. The 28E Agreements will transfer to CIWW subject to existing rights per the 28E Agreements.

The transfer of the Joint Maffitt Lake Booster Station shall be effected by delivery of a quit claim deed as described in Note 31 and by a bill of sale from DMWW to CIWW and bill of sale from WDMWW to CIWW, providing for transfer of Joint Maffitt Lake Booster Station “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

27. Ownership of the **NW 26th Street Booster Station** located at 2567 NW 72nd Place shall be transferred to CIWW. The NW 26th Street Booster Station as used herein, consists of a tract of land, a booster station building which houses pumps that serve both Polk City and unincorporated Polk County, electric and controls equipment, and a standby emergency generator. This facility delivers water to Polk City and unincorporated Polk County. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on terms of the 28E Agreement filed March 3, 2018. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the NW 26th Street Booster Station shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of NW 26th Street Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

28. Ownership of the **Xenia Booster Station at LP Moon** shall be transferred to CIWW. The Xenia Booster Station at LP Moon, as used herein, consists of a booster station building which is jointly owned by Waukee and Xenia. Operational and maintenance costs for the booster station will continue to be billed to the participants served by the facility based on terms of the 28E Agreement filed April 3, 2019. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27. The facility

occupies the site pursuant to a 28E Agreement with DMWW. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Xenia Booster Station at LP Moon shall be effected by delivery of a quit claim deed as described in Note 24 and by delivery of quit claim deeds by Waukee and Xenia to CIWW, and bills of sale by DMWW, Waukee, and Xenia to CIWW, providing for transfer of the Xenia Booster Station at LP Moon facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

29. Ownership of the **Fleur Drive Water Treatment Plant** located at 408 Fleur Drive, Des Moines, shall be transferred to CIWW. The Fleur Drive Water Treatment Plant, as used herein, consists of building and facilities located on land owned by DMWW that is to be retained in ownership by DMWW and that comprise a 75 MGD conventional lime softening treatment plant with nitrate removal. The Fleur Drive Water Treatment Plant includes West High Lift Building B, Pumping Station Building C (including East Low Lift – infiltration gallery pumps, fluoride feed, polyphosphate feed, control center, break room, locker rooms, offices, etc.), Nitrate Removal Facility Building D (including sodium hypochlorite storage and feed, salt storage, etc. and a related force sewer main for discharge disposal), Filter Building E (including lime/soda ash/alum storage, backwash tank, slaker room, etc.), West Low Lift Building J (Raccoon River pumps), Sludge Pump Building K (including sludge concentrator), CO₂ Building M (including CO₂ storage tanks), Lime Sludge Dewatering Building N, Chemical Feed Building R (including ferric chloride feed), Carbon Feed Building S (including powdered activated storage tanks), truck scale, backwash tank, 10 MG clear well, Water Works owned medium voltage transformers, switch gear and 3,300 KW standby generator, and other miscellaneous facilities necessary to make the Fleur Drive Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Fleur Drive Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by DMWW to CIWW and a bill of sale, by DMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area, to be defined as the area enclosed by the flood protection levee shall be granted by DMWW to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, and subject to the payment by CIWW to DMWW on an annual basis an easement fee reimbursing DMWW for a reasonable portion of DMWW’s actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

30. Ownership of the **Laboratory** at the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Laboratory Building will be included in the instruments of transfer as set forth in Note 29. All laboratory facilities and equipment shall be transferred by bill of sale “as is” and in place from DMWW to CIWW. The Laboratory shall provide laboratory services related to distribution activity of Member Agencies on a fee for service basis at cost.

31. Ownership of the **McMullen Water Treatment Plant** located at 12223 SW Maffitt Lake Road shall be transferred to CIWW. The McMullen Water Treatment Plant, as used herein, consists of a tract of land and a 25 MGD conventional lime softening treatment plant. The McMullen Water Treatment Plant includes a Chemical Building (including unloading, storage and feed equipment for lime, powdered activated carbon, ferric chloride, CO₂, fluoride, sodium hypochlorite, and polyphosphate), Splitter Box, Up-flow Clarifiers, Filter Building, 5.0 MG Clearwell, High Service Pump Building, (including two 1,800 KW standby generators and transfer switch), Backwash Lagoon, Lime Residual Lagoons, residuals drying area, and other miscellaneous facilities necessary to make the McMullen Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. Portions of the Maffitt site are subject to farming licenses. Various joint use facilities are in use under 28E Agreements and other agreements.

The transfer of the McMullen Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the McMullen Water Treatment Plant and all related facilities, which shall include the McMullen Raw Water Collection Wells, Maffitt Reservoir, Crystal Lake, McMullen ASR Well, and the Joint Maffitt Lake Booster Station as described in Notes 7, 8, 9, 21 and 26, “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

32. Ownership of the **Saylorville Water Treatment Plant** located at 6500 NW 26th Street in Polk County shall be transferred to CIWW. The Saylorville Water Treatment Plant, as used herein, consists of a tract of land and a 10 MGD dual membrane plant. The Saylorville Water Treatment Plant includes a Pretreatment Structure, Treatment Plant Building (including ultra filtration membranes, reverse osmosis membranes, chemical storage and feed system, high lift pumping, 5.0 MG Clearwell, lagoons, and other miscellaneous facilities necessary to make the Saylorville Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. All of the properties and assets of the Saylorville Expansion Project, including treatment facilities, collector wells, and transmission facilities shall be included as part of the Saylorville Water Treatment Plant for purposes of transfer to CIWW.

The transfer of the Saylorville Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Saylorville Water Treatment Plant and all related facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

33. Ownership of the **AC Ward Water Treatment Plant** Located at 1505 Railroad Ave, West Des Moines shall be transferred to CIWW. The AC Ward Water Treatment Plant as used

herein, consists of buildings and facilities located on land owned by the City of West Des Moines/WDMWW that is to be retained in ownership by the City of West Des Moines/WDMWW and that comprise a 10 MGD conventional lime softening treatment plant. The AC Ward Water Treatment Plant includes Building #1 Plant Building (filters, CO2 feed system and tank, lab and equipment, SCADA controls, security controls but not administrative offices and board room), Building #2 Sludge Room (including pumps), Building #3 Chemical Feed (including lime/soda ash/ferric chloride/sodium hypochlorite/phosphate systems and slaker room), Building #4 High Service Pumping (including pumps, MCC, and electrical components, 1,000 kW standby generator), Building #6 Dewatering Lime (including press, air compressors, truck bay used by lime hauler, offices and lunch room), 2 aerators and contact tanks, 4 Lime Softening Clarifiers, 1 Clear Well and associated pumps, 1 MG Ground Storage, 1 2MG Ground Storage, Elm Street Meter Pit and Valve Pipe from DMWW, Raw Meter Pit, Reclaim Tank and Pumps, and Lime Thickener Tank, Lime Lagoons (South Well Field), and other miscellaneous facilities necessary to make the AC Ward Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the AC Ward Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by WDMWW to CIWW and a bill of sale, by WDMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined, shall be granted by WDMWW to CIWW, subject to continued reasonable use of the easement area for WDMWW purposes, and subject to the payment by CIWW to WDMWW on an annual basis an easement fee reimbursing WDMWW for a reasonable portion of WDMWW’s actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and WDMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

34. Ownership of the **Grimes Water Treatment Plant** located at 1801 James Street, Grimes shall be transferred to CIWW. The Grimes Water Treatment Plant, as used herein, consists of buildings and facilities located on land owned by the City of Grimes that is to be retained in ownership by the City of Grimes and that comprises 5.2 MGD of treatment capacity including 1.44 MGD of conventional lime softening treatment capacity, 3.56 MDG of RO treatment capacity, a 2 MG ground storage tank, and other miscellaneous facilities necessary to make the Grimes Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Grimes Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by the City of Grimes to CIWW and a bill of sale, by the City of Grimes to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance,

improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by the City of Grimes to CIWW, subject to continued reasonable use of the easement area for the City of Grimes' purposes, and subject to the payment by CIWW to the City of Grimes on an annual basis an easement fee reimbursing the City of Grimes for a reasonable portion of the City of Grimes' actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and the City of Grimes will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

35. Ownership of the **Polk City Water Treatment Plant** located at 402 N. 3rd Street in Polk City shall be transferred to CIWW. The Polk City Water Treatment Plant, as used herein, consists of a tract of land and a 0.5 MGD plant, and an iron lagoon located within an easement from the United States Army Corps of Engineers. The Polk City Water Treatment Plant will include all facilities necessary to make the Polk City Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Polk City Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by Polk City to CIWW, providing for transfer of the Polk City Water Treatment Plant and all related facilities, "as is," in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by Polk City to CIWW and shall be assumed by CIWW.

36. Ownership of **Core Network Transmission and Raw Water Mains** shall be transferred to CIWW. The Core Network is a system of pipelines that connects the treatment plants, storage tanks, pumping stations, and other related facilities in a way that allows each Member Agency to receive water. The Core Network consists primarily of large diameter (16-inch to 48-inch) pipelines totaling more than 700,000 linear feet. Core Network facilities are noted on the Core Network Map and are annotated in the DMWW GIS system. Much of the Core Network system lays in public right-of-way. In cases where Core Network facilities lay in easement, those easements will be assigned to CIWW. The Core Network includes mains that connect raw water collection facilities to water treatment plants. The Core Network also includes a number of automated control valves used to manage flow within the system. These control valves including associated valve vaults, controls, and power will be transferred to CIWW. The Core Network does not include the Norwalk Western Feeder Main.

The transfer of the Core Network Transmission Mains shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of Core Network Transmission Mains and all related facilities, "as is," in place, and subject to any existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

NOTES TO EXCLUDED ASSETS

37. Ownership of **Ankeny ASR Wells 1, 2, and 3** will **not** transfer to CIWW. These ASR wells are beyond Ankeny's wholesale meter and cannot deliver water to the Core Network. These ASR wells will serve as seasonal storage for the City of Ankeny.
38. Ownership of **Waukee ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Waukee's wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Waukee.
39. Ownership of **Grimes ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Grimes' wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Grimes.
40. Ownership of the **Wilchinski Standpipe** located at 903 E. Pleasant View Drive in Des Moines will **not** transfer to CIWW. This standpipe serves primarily DMWW direct retail customers. It is estimated that 10% of the water that flows through this standpipe is ultimately delivered to Member Agencies other than DMWW. The Wilchinski site also serves as a hub for the regional telemetry system with antennas mounted on the structure. For these reasons, 10% of the O&M costs for the Wilchinski site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.
- CIWW's right to use the telemetry facilities located on this site shall be granted under the Operating Contract between DMWW & CIWW.
41. Ownership of the **Joint East Side Tower** located at 8403 NE 27th Ave, Altoona will **not** transfer because Altoona will not be a Founding Agency but will be served by DMWW under Section 15 of Article IV.
42. Ownership of the **Nollen Booster Station and Standpipe** located at 2569 Hull Avenue in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Nollen Booster Station and Standpipe site will initially be billed to CIWW by DMWW on an annual basis, with such billing amount to be subject to annual adjustment as use changes.
43. Ownership of the **Hazen Booster Station and Tower** located at 4800 Hickman Road in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Hazen Booster Station and Tower site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.
44. Ownership of the **Urbandale Booster Station** located at 4006 Merle Hay Road in Des Moines will **not** transfer to CIWW. This booster station serves exclusively UWU direct retail

customers. Ownership of the site occupied by the Urbandale Booster Station will transfer to CIWW as part of the Tenny Standpipe transfer, subject to UWU's existing occupancy rights.

45. Ownership of the **Waukee Booster Station** located at 601 SE Boone Drive in Waukee will **not** transfer to CIWW. This booster station serves exclusively City of Waukee direct retail customers. The booster station sits in a permanent easement recorded at Dallas County Recorder's Office Book 826, Pages 1048-1051.
46. Ownership of the **Norwalk Booster Station** located in the east right-of-way of SW 42nd Street south of Echo Valley Drive in Norwalk will **not** transfer to CIWW. This booster station serves exclusively City of Norwalk direct retail customers.
47. Ownership of the **Airport Booster Station** located at 7407 SW 34th Street in Des Moines will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
48. Ownership of the **Delaware Booster Station** located on SE Delaware Ave in Ankeny will **not** transfer to CIWW. This booster station serves exclusively City of Ankeny direct retail customers.
49. Ownership of the **Roosevelt Booster Station** located at the intersection of Center Street and Polk Boulevard will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
50. Ownership of the **SE Polk Alleman Booster Station** located at 2220 NE 126th Ave, Elkhart will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
51. Ownership of the **SE Polk Bondurant Booster Station** located at 5638 NE 56th Street, Altoona, Iowa will **not** be transferred to CIWW because Bondurant will not be a Founding Agency but will be served by DMWW under Section 15 of Article IV.
52. Ownership of **Des Moines Water Works Park and Adjacent Lands** will **not** transfer to CIWW. The Des Moines Water Works Park and Adjacent Lands, as used herein, includes the areas currently utilized by the public as "Water Works Park" together with other adjacent land not currently designated for park purposes. All such property, including grounds which comprise Water Works Park shall be used jointly by CIWW and DMWW for their respective ongoing operations as provided in the instruments of transfer of assets hereunder, and may, in the sole discretion of DMWW, continue to be made available by DMWW to the public for park purposes that are consistent with DMWW and CIWW operational needs under rules established by DMWW in its sole discretion. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities on the Des Moines Water Works Park and Adjacent Lands grounds and their shared use of the Park grounds.

53. Ownership of the **DMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
54. Ownership of the **DMWW Grounds Shop** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
55. Ownership of the **WDMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between WDMWW and CIWW.

SCHEDULE IV-9
CURRENTLY PLANNED DESIGNATED WATER SUPPLY FACILITY
JOINT CAPITAL PROJECTS FOR 2025-2026

The currently planned joint capital facility projects listed as follows shall be constructed without further Board approval by the listed Founding Agencies and the costs thereof shall be paid by CIWW, or in the case of a project financed by the State Revolving Fund, CIWW shall assume the debt.

[Schedule on following page]

		2025-2026 Estimated Costs	
Producer	Project Name		
DMWW	FDTP Bulk PAC System	2,600,000	
DMWW	FDTP CO2 Feed System Upgrade	1,200,000	
DMWW	FDTP Lime Slurry Feed Bldg Replacement	600,000	
DMWW	FDTP WHL High Service Pump Replacements	1,700,000	
DMWW	FDTP 5KV Switch Gear Controls Upgrade	1,400,000	*
DMWW	FDTP Sand Filter Rehabilitation	5,000,000	*
DMWW	FDTP Lime Sludge Filter Press Rehabilitation	4,200,000	*
DMWW	FDTP Treatment Basin Reclaiming	1,400,000	*
DMWW	FDTP - HVAC	400,000	
DMWW	FDTP Safety Showers & Tempering	200,000	
DMWW	DM River Well Field	10,400,000	*
DMWW	MWTP Exterior Paint	500,000	
DMWW	MWTP Collector Well Rehabilitation	720,000	*
DMWW	MWTP Safety Showers & Tempering	200,000	
DMWW	Crystal Lake Improvements	800,000	*
DMWW	Crystal Lake Pump Station	4,500,000	*
DMWW	SWTP Collector Well Rehabilitation	700,000	*
DMWW	SWTP RO Membrane Replacement	500,000	*
DMWW	SWTP UF Membrane Replacement	1,200,000	*
DMWW	SCADA Network Improve	2,400,000	*
DMWW	Core Network Air Relief Valve Upgrades	600,000	*
WDMWW	Building 1 Structural Repairs	800,000	
WDMWW	Plant Improvements (Phase 1) - Clearwell Improv, Transfer	400,000	
WDMWW	Structural Repairs - Buildings 2, 3, 4, 6	375,000	
WDMWW	Shallow Wells AC Ward - carryover from 2022-23	2,800,000	*
WDMWW	Demolish Building 5 for future water plant needs	200,000	
WDMWW	Painting - Ground Storage Tank #1 - 1 MG Storage	725,000	
WDMWW	Replace HSP No. 3/Update Electrical/VFD	950,000	
WDMWW	Fencing Upgrades at A.C. Ward/flag pole	120,000	
WDMWW	New 30 ton CO2 tank	800,000	
WDMWW	Plant Equipment/Building Upgrades	400,000	*
WDMWW	Replace Air Backwash Blower	116,000	*
WDMWW	Miscellaneous Filter Improvements (Repainting and Valve Stem F	109,000	*
WDMWW	Replace HSP No. 2 and No. 3	272,000	*
WDMWW	Replace Process Valves	442,000	*
WDMWW	Install VFDs	292,000	*
WDMWW	Repaint Piping & Pumps	26,000	*
WDMWW	Ferric Chloride Feed System Improvements	80,000	*
WDMWW	Building 5 Structural-Architectural Demolition	108,000	*
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	285,000	*
WDMWW	Building No. 1 – All Other Mechanical Improvements	249,000	*
WDMWW	Building No. 3 - Mechanical Repairs	285,000	*
WDMWW	Building No. 4 - Mechanical Repairs	35,000	*
WDMWW	Building No. 6 - Mechanical Repairs	166,000	*
WDMWW	Replace MCC Buckets	351,000	*
Total		\$ 51,606,000	

* Indicates projects that are ongoing or may extend beyond 2026

Grimes and Polk City have no planned joint capital projects in 2025 or 2026.

SCHEDULE IV-10
ESTIMATED SAYLORVILLE EXPANSION PROJECT ALLOCATION AND
ESTIMATED COSTS

\$159,054,000 Engineer's Opinion of Probable Cost

Pro Rata								
V-3 2017 LRP % 9% 91%								
Member	Initial Capacity MGD	Pro Rata Initial Capacity %	Growth %	Resiliency	Growth	Total \$	Pro Rata Allocation of Costs	Saylorville Capacity Allocation MGD
Ankeny	15.026	11.172%	24.150%	\$1,599,256	\$34,954,502	\$36,553,758	22.981%	2.415
Clive	4.370	3.249%	1.610%	\$465,090	\$2,330,300	\$2,795,390	1.758%	0.161
DMWW	48.344	35.943%	12.070%	\$5,145,189	\$17,470,015	\$22,615,204	14.219%	1.207
Johnston	6.690	4.974%	6.300%	\$712,021	\$9,118,566	\$9,830,587	6.181%	0.630
Grimes	7.156	5.320%	14.220%	\$761,551	\$20,581,906	\$21,343,457	13.419%	1.422
Norwalk	4.107	3.054%	6.840%	\$437,176	\$9,900,157	\$10,337,333	6.499%	0.684
Polk City	1.681	1.250%	1.740%	\$178,936	\$2,518,461	\$2,697,397	1.696%	0.174
UWU	13.716	10.198%	6.920%	\$1,459,829	\$10,015,948	\$11,475,777	7.215%	0.692
Warren Water District	3.211	2.387%	1.610%	\$341,696	\$2,330,300	\$2,671,996	1.680%	0.161
Wauke	7.128	5.300%	12.070%	\$758,688	\$17,470,014	\$18,228,702	11.461%	1.207
WDMWW	17.312	12.871%	12.470%	\$1,842,466	\$18,048,971	\$19,891,437	12.506%	1.247
Xenia	5.759	4.282%	0.000%	\$612,962	\$0	\$612,962	0.385%	0.000
Totals	134.500	100.000%	100.000%	\$14,314,860	\$144,739,140	\$159,054,000	100.000%	10.000

Note: Engineer's Opinion of Probable Construction Cost is an estimate only and shall not govern the financial obligation of each Member Agency. The full and actual cost incurred by DMWW and CIWW, including interest on debt service, shall be the basis of each Member Agency's financial obligation.

Upon CIWW assumption of any indebtedness incurred for the Saylorville Expansion Project, the above table shall be updated to reflect the full amortized cost of said debt, to be allocated to the Member Agencies in accordance with the schedule above.

SCHEDULE IV-11
DMWW INCOMPLETE PROJECTS FOR DESIGNATED WATER SUPPLY
FACILITIES

Most recent information available as of 12/31/22

Amounts and projects will change as of Operational Commencement Date

Project #	Project Name	Amount
546-440	Roof Replacements/Repairs	\$ 177,000
546-493	MWTP Glass Block Repairs	74,750
546-501	Nitrate Crawl/Clearwell Repair	244,000
546-509	FDTP Safety Showers & Tempering	223,000
546-519	Ops Ctr Storm Water PS Improve	347,000
546-521	DMR Isolation Valve-Parco Sys	264,000
546-532	FD Chemical Bldg Stairwell	39,000
546-533	FD EHL#1 Closed Loop Cooling	217,000
546-534	FD Diesel Gen Closed Loop Cool	155,000
546-535	FD Chemical Bldg Elevator	259,000
546-321	WHL Discharge Header Painting	157,000
546-443	FTP-Filter Media Replacement	720,000
546-495	Fluoride Room Improvements	216,000
546-499	Trmt Basin Rechainning Program	366,000
546-512	SCADA Network Improvement	1,690,480
546-528	Isolation Clear Well - Gallery	43,500
546-529	EHL Suction Well-Elevate Grade	200,000
546-539	FD VFD High Lift Pumps	387,000
546-540	FD ELL/EHL Flood Protect	287,000
546-541	FD 5kV Switch Gear Controls	585,000
546-543	FD PAC Facility Upgrades	293,500
546-610	FD Filter Plant Rehab	58,000
546-497	Rehab MWTP Radial Collect Wells	1,521,000
546-544	McM HSP Room HVAC Upgrades	119,000
546-545	McM Ferric Chloride Expansion	191,000
546-546	McM Ferric Feed Line Replace	233,000
546-547	McM PAC System	217,000
546-612	SWTP Floor Drain Improve	80,000
<u>975-010</u>	Production Vehicle Replacement (vehicles not yet available)	<u>329,000</u>
Total Estimated Cash To Be Paid by DMWW at Operational Commencement Date		<u>\$ 9,693,230</u>

SCHEDULE IV-12
GUIDING PRINCIPLES FOR FUNDING CAPITAL PROJECTS
AND ONGOING OPERATIONS AND MAINTENANCE (O&M) COSTS

These principles are general in nature and should be used to guide cost responsibility decisions for capital projects and related operations and maintenance ("O&M") of facilities. Any uncertainty or dispute regarding the appropriate allocation and responsibility of costs shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding the funding of capital and O&M costs.

1. Source and Treatment Expansion Projects (Capacity Expansion)

For projects that increase regional system capacity, the cost of source and treatment improvements will be allocated to Member Agencies based on the 91%/9% formula (outlined in Section 7 of Article V and Schedule VI-2 and included here for completeness).

2. Source and Treatment Maintenance, Repair, and Upgrade (Joint Capital)

For projects that do not increase regional system capacity, but are necessary to maintain the capacity of existing source or treatment facilities or to upgrade them to meet current standards, the cost of the project will be allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW (outlined in Section 9 of Article V and Schedule VI-2 and included here for completeness).

3. Core Network Transmission Main Projects

It shall be the responsibility of the Technical Committee to make the determination as to whether a transmission main project is an Expansion Capacity Project or a Joint Capital Project.

- a. Transmission main projects that are constructed as part of a Capacity Expansion Project specifically to deliver the expanded capacity to the Core Network where it is needed will have costs allocated to Member Agencies based on the 91%/9% formula, with Member Agencies participating in and purchasing expanded capacity being allocated their share of the 91% based on their allocation of the expanded capacity. These facilities will be owned, operated, and maintained by CIWW.
- b. Transmission main projects that are not constructed as part of a Capacity Expansion Project but support the Core Network broadly as determined by the Technical Committee, will have costs allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW. These facilities will be owned, operated, and maintained by CIWW.
- c. Transmission main projects that deliver capacity to defined Member Agencies and do not support the Core Network more broadly as determined by the Technical Committee, will have 100% of construction costs allocated to Member Agencies receiving capacity through the project based on each Member Agency's proportionate capacity allocation in the project. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, operation, and maintenance, once constructed. If a transmission main project originally constructed and paid for by a single

Member Agency becomes a joint use facility in the future, the originally constructing Member Agency will be entitled to compensation for the proportionate share of capacity being allocated to another Member Agency. Such compensation shall be funded and paid for by the Member Agency acquiring such capacity. The portion of the facility which is joint use will then become eligible for ownership by CIWW, including capital replacement, operation, and maintenance costs.

4. Pumping Stations or Booster Stations Constructed Specifically to Deliver Capacity from an Expansion Project

Costs will be allocated to Member Agencies based on the 91%/9% formula with 91% being allocated to Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. The remaining 9% of the total cost of the project shall be allocated to all Member Agencies based on each Member Agency's pro rata share of Allocated Capacity as of the date the Board approves the project. O&M costs for the facility will be paid by these Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed. This section will not apply to redundant or backup facilities.

5. Pumping Stations or Booster Stations Not Related to a Capacity Expansion Project

The full cost of pumping and booster stations unrelated to a Capacity Expansion Project will be allocated to the Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. O&M costs for the facility will be paid by those Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed.

The following chart summarizes these guiding principles:

	Source & Treatment	Transmission (Core Network)	Transmission (Core Network)	Transmission (Non-Core Network) 1 Participant	Transmission (Non-Core Network) 2+ Participants	Pumping Station	Pumping Station 1 Participant	Pumping Station 2+ Participants
Expansion Related	X	X				X		
Non-Expansion Related			X	X	X		X	X
Eligible for CIWW Ownership	X	X	X		X	X		X
Capital Funding Mechanism	91%/9%	91%/9%	Base Extra Capacity Method	100% by Participant only	100% by Participants only	91% by Participants 9% all Member Agencies	100% by Participant only	100% by Participants only
O&M Cost Recovery Mechanism	Base Extra Capacity Method	Base Extra Capacity Method	Base Extra Capacity Method	100% by Participant only	Base Extra Capacity Method	Based on Usage to Participants only	100% by Participant only	Based on Usage to Participants only
Eligible for CIWW Capital Replacement	X	X	X		X	X		X

SCHEDULE IV-14
EXISTING AND POTENTIAL TOTAL SERVICE AGREEMENTS

Member Agency	Total Service Agreement
DMWW	Berwick Water Association, Iowa
	City of Alleman, Iowa
	City of Cumming, Iowa
	City of Pleasant Hill, Iowa
	City of Runnells, Iowa
	City of Windsor Heights, Iowa
	Greenfield Plaza Benefited Water District, Iowa
Warren Water District	St. Charles, Iowa
	Hartford, Iowa
Xenia Rural Water District	City of Bagley
	City of Linden
	City of Menlo
	City of Redfield ¹
	City of Dawson ¹
	City of Yale ¹

Footnote:

1 – Potential future agreement

SCHEDULE IV-16
EXISTING AND POTENTIAL WHOLESALE RELATIONSHIPS TO BE CONTINUED

Member Agency	Wholesale Relationship
DMWW	Water Development Company
	Note: The City of Altoona and the City of Bondurant will be served by DMWW as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.
Grimes	Water Development Company
Johnston	Camp Dodge
Warren Water District	Milo, Iowa
	Martensdale, Iowa
	Truro, Iowa
	New Virginia, Iowa
	St. Marys, Iowa
	Earlham, Iowa
	Lacona, Iowa ²
	River Oaks Development
	Deer Hunters Run Development
	Booneville Mobile Home Park
	Hartford Mobile Home Park
	Patterson Mobile Home Park
	DMWW for Greenbrier Estates Subdivision
Xenia Rural Water District	City of Stuart
	City of Minburn
	City of Jamaica
	City of Dallas Center ¹
	City of DeSoto ¹
	City of Dexter ^{1, 2}
	Fox Creek Benefited Water District ¹
	Wildwood Estates
	City of Redfield ²
	City of Dawson ²
	City of Yale ²

Footnotes:

1 – Emergency connection only

2 – Potential future connection

SCHEDULE IV-19 REGIONAL AQUIFER STORAGE AND RECOVERY (ASR) RULES AND REQUIREMENTS

The Total ASR capacity and recharge and recovery schedules of CIWW and the Member Agencies shall be managed by CIWW and the Board to facilitate proper operation of the water production and delivery systems of CIWW and the Member Agencies during periods of ASR facility recharge or recovery and to maximize the benefit of ASR facilities to individual Member Agencies and to the CIWW regional system.

The following initial Rules shall apply to ASR facilities and operations until further action by the Board:

Rule 1. The following ASR capacity limits shall apply to help ensure that available system capacity is adequate to meet ASR facility recharge needs while also allowing for necessary treatment facility and transmission system maintenance and repairs to be completed during ASR facility recharge:

- “ASR Recovery Capacity” of each ASR facility shall mean the maximum daily capacity of water recoverable from the facility expressed in Million Gallons Per Day (MGD).
- Total ASR Recovery Capacity of CIWW and all Member Agencies shall at all times be limited to not more than 20% of the total treatment capacity of CIWW. For example, if CIWW’s total treatment capacity is 120 MGD, total ASR Recovery Capacity shall be limited to 24 MGD. In addition, ASR Recovery Capacity of each Member Agency shall be limited to not more than 50% of its average day water demand.

Rule 2. To ensure treatment capacity adequate for ASR facility recharge, new ASR facilities of Member Agencies constructed after the Effective Date shall require approval by the Board. The Technical Committee shall review all new ASR facility proposals and make recommendations to the Board.

The capacity of existing ASR facilities shall not be increased without prior approval from the Board.

ASR facilities that are abandoned or decommissioned shall not be replaced or recommissioned without prior approval from the CIWW.

Member Agencies whose average day demand is not sufficient to support operation of an ASR facility may collaborate with other Member Agencies to aggregate their average day demand for consideration of a joint ASR facility.

Rule 3. Member Agencies shall coordinate ASR recharge and recovery schedules with CIWW and its operating contractors to ensure adequate capacity is available. CIWW and its operating contractors shall have the right to require changes to recharge and recovery schedules as necessary to accommodate source water challenges, maintenance and repairs to treatment or transmission facilities, or other operational issues.

Member Agencies shall suspend recharge or to initiate recovery on short notice from CIWW's staff or any of CIWW's operating contractors in response to operational challenges and regional needs.

CIWW does not guarantee Member Agencies that system capacity will be available to completely recharge ASR facilities in any given year.

Rule 4. The following ASR facilities are deemed approved without regard to the Maximums of Rule 1 or further Board Action under Rule 2:

Existing Regional ASR Facilities

	Capacity (MGD)
LP Moon	3.0
Army Post	3.0
McMullen	3.0

Existing Member Agency ASR Facilities

	Capacity (MGD)
Ankeny 1	1.5
Ankeny 2	3.0
Ankeny 3	3.0
Waukee	1.3
Grimes	0.7

Proposed Member Agency ASR Facilities

	Capacity (MGD)
DMWW	3.0
UWU	3.0
WDMWW	3.0

SCHEDULE V-2

COSTS PAYABLE TO WATER PRODUCING MEMBER AGENCIES

Each Water Producing Member Agency shall be paid for its full actual operational costs under its Operating Contract. Actual operational costs shall be based on the cost principles stated in this Schedule.

Full actual operational costs are defined to be the prudent and necessary costs actually incurred to operate the Designated Water Supply Facilities as defined in this Agreement, including repair, replacement, and other investment required to maintain existing production capacity, as well as related general and administrative expenses. For avoidance of doubt, such costs shall include actual contract costs with third-party contract operators. Excluded from the definition of operational costs are: (a) all debt service; (b) costs incurred by a Water Producing Member Agency for CIWW budgeted CIP capital projects that are otherwise reimbursed to the Water Producing Member Agency by CIWW; (c) all costs related to the Water Producing Member's water distribution network; (d) purchases of inventory (however, the use of inventory may be included as materials & supplies per the below definitions); (e) non-cash charges such as depreciation and amortization expense; and (f) payments or transfers from the Water Producing Member's water utility enterprise to any parent organization or general fund, unless benefit to Water Supply Activity or Designated Water Supply Facilities exists. Water Producing Member Agencies shall categorize their costs as follows:

Personnel Costs. The cost of wages and salaries; local, state, and federal employment taxes; and insurance and benefit costs. Water Producing Member Agencies are required to maintain separate accounts to differentiate between those Personnel Costs incurred in the operations of the Designated Water Supply Facilities from those used in the operation of the Water Producing Member Agency's distribution network.

Materials and Supplies. These costs are tangible items that are used or consumed in the direct operations and maintenance of the Designated Water Supply Facilities. Water Producing Members are required to maintain separate accounts to differentiate between those materials and supplies used in the operations of the Water Supply Facilities from those used in operation of the Member Agency's distribution network.

Contract Services. Any services provided under contract to the Water Producing Member Agency directly related to the operations of the Designated Water Supply Facilities. To the extent contract services may include services for both the Designated Water Supply Facilities and the Water Producing Member Agency's distribution network, the Water Producing Member shall be required to split the contract costs based on a distribution of labor and materials consistent with the contract's scope of work.

Utilities. The cost of electric, water, wastewater, stormwater, telephone, internet, gas or other utility services necessary for the direct operations of the Designated Water Supply

Facilities. Water Producing Member Agencies shall be required to maintain separate accounts to differentiate the utility costs used in the operations of the Designated Water Supply Facilities from those costs incurred to operate the Water Producing Member Agency's distribution network.

General & Administrative. Water Producing Member Agencies shall be allowed to include reasonable general and administrative costs, so long as the Board approves in advance that the methodology of the calculation is appropriate, reasonable, and consistent with other Water Producing Member Agencies, and the Water Producing Member Agency submits supporting accounting documentation of actual costs to justify the G&A expense.

2% Margin. Water Producing Members shall collect a 2% margin on their reimbursable operating costs, including personnel costs, materials and supplies, contract services, utilities, and general and administrative costs.

Renewal & Replacement. The costs of unforeseen, emergency renewal and replacement of capital assets that have not been considered in CIWW Capital Plan, such as the replacement of a pump due to failure and other costs of a similar nature. The Water Producing Member initially incurring the cost of capital replacement shall provide supporting documentation and justification for the capital expense.

During CIWW's budget process for each fiscal year (which, for CIWW, is calendar year), each Water Producing Member Agency shall submit to CIWW Board a projection of its full actual operational costs for the budget year, along with documentation to demonstrate the distribution of costs between the Water Producing Member Agency's production and distribution facilities. CIWW shall pay the operational costs in seasonally-adjusted monthly installments based on the budgets submitted by the Water Producing Members and approved by CIWW Board. Such payments to Water Producing Member Agencies shall be paid in advance for budgeted expenses to be incurred for the following month on the first business day of each month for that month. Throughout the fiscal year, Water Producing Member Agencies shall report actual operational costs on a quarterly basis to CIWW and identify and explain material fluctuations from projections.

True-Up Requirement

Within 60 days after the close of the fiscal year, full actual operational costs shall be summarized and a true-up amount calculated for each Water Producing Member Agency equal to the total amount previously paid for the year minus the actual amount calculated to be due. Any overpayment shall be refunded by the Water Producing Member Agency to CIWW and any underpayment shall be paid by CIWW to the Water Producing Member Agency. Such amounts shall be paid within twenty-five (25) days of the determination of the amount due.

**SCHEDULE V-3
CAPACITY ALLOCATIONS**

	Maximum Day Demand in Millions of Gallons		
	Adjusted I-2B ¹	XIII-1	V-3
	Five-Year Average	Reserve Capacity	Initial Capacity
Ankeny	8.589	6.437	15.026
Clive	3.941	0.429	4.370
DMWW	45.127	3.217	48.344
Johnston	5.009	1.681	6.690
Grimes	3.365	3.791	7.156
Norwalk	2.283	1.824	4.107
Polk City	1.216	0.465	1.681
UWU	9.997	3.719	13.716
Warren Water District	2.782	0.429	3.211
Waukee	3.910	3.218	7.128
WDMWW	13.986	3.326	17.312
Xenia	2.862	2.897	5.759
Total	103.067	31.433	134.500

¹ DMWW Five-Year Average MDD from Schedule I-2(B) was adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.

In addition to the initial capacity allocations above and the capacity created under the Saylorville Expansion Project as outlined in Schedule IV-10, there may be an additional 2 MGD of capacity constructed by a Water Producing Member Agency within approximately the first five years after the Operational Commencement Date, to be offered to all interested Member Agencies based on a pro-rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII.

SCHEDULE V-5 CHARGES FOR FUTURE CAPACITY ALLOCATIONS

This Schedule describes the methodology for determining payments for Allocated Capacity by New Member Agencies under Section 5 of Article V.

Step 1: Determine the Total Capacity Requirements as described in Section 3 of Article V.

Step 2: Multiply the Total Capacity Requirement by the Incremental Unit Cost of Capacity, which shall be determined as follows:

$$\text{Incremental Unit Cost} = \text{Expansion Cost} / \text{Expanded Capacity}$$

Where:

Expansion Cost is the total cost of capital projects in the CIWW Long Range Plan identified as expansion-related only. Expansion Costs will exclude the cost of any project to meet non-expansion needs including but not limited to: renewal and replacements, upgrades, maintenance, acquisition or construction of assets with useful lives less than 10 years, regulatory projects, and acquisition or construction of administrative facilities. Expansion costs will be expressed in current-year dollars.

Expanded Capacity is the difference between the projected total capacity of the CIWW Water Supply Facilities upon completion of the expansion projects identified in the CIWW Long Range Plan and the current production capacity. If the CIWW Long Range Plan does not include expansion related costs for production capacity, costs for the most recently constructed production facilities, adjusted by an industry accepted construction cost index, shall be used.

SCHEDULE VI-2 MANDATORY RATE PRINCIPLES

CIWW will conduct an annual Cost of Service Study and allocate operation and maintenance (O&M) and capital costs to Member Agencies based on widely accepted industry cost allocation and rate making principles as set forth in the American Water Works Association's (AWWA) M-1 Manual "*Principles of Water: Rates, Fees, and Charges.*" CIWW costs include and are defined as:

1. ***Operations & Maintenance ("O&M")*** - Prudent and necessary costs to operate and maintain source of supply, treatment, pumping, and transmission facilities, as well as applicable efforts related to customer service and general and administrative expenses. O&M costs also include adjustments to operating reserves necessary to maintain appropriate levels of working capital consistent with CIWW financial policies as approved by the Board of Directors.
2. ***Joint Capital Projects*** – Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity.
3. ***Shared Capacity Expansion Projects*** – Capital cost of assets and expansions constructed to meet regional growth in water demands common to all Member Agencies. Nine percent (9%) of projected expansion costs are allocated as Shared Capacity Expansion costs.
4. ***Allocated Capacity Expansion Projects*** – Capital cost of assets constructed to meet Member Agency-specific growth projections and water demands. Ninety-one percent (91%) of projected expansion costs are allocated as Allocated Growth costs.

COST ALLOCATION REQUIREMENTS

Cost allocation shall be based on the "Base Extra-Capacity" method as described in the AWWA M1 Manual, which recognizes four primary cost components: base costs, extra-capacity costs, customer costs, and fire protection costs. CIWW costs shall be assigned to the four cost components as follows:

- Base Costs (\$/Million Gallons) shall include all O&M, Joint Capital and Shared Growth costs incurred in producing the volumes of water delivered to Member Agencies up to average-daily demand levels. Base costs shall be uniform for all Member Agencies and expressed as a cost per unit of volume delivered by CIWW with reasonable allowances for water losses determined per Schedule VI-3.
- Extra-Capacity Costs (\$/MGD) shall include all O&M, Joint Capital and Shared Growth costs incurred in producing and delivering volumes of water in excess of average-daily demand levels. Extra-capacity costs shall be uniform for all Member Agencies and expressed as a cost per unit of demand.
- Customer Costs include costs directly related to serving customers, including meter reading, billing, and related services. Based on the immateriality of these costs to CIWW as a wholesale provider of water, such costs shall be included in Base Costs.
- Fire protection costs are not relevant to the operations of CIWW. Fire protection is instead a design requirement for local distribution systems and therefore the responsibility of individual Member Agencies.

- Member Agency Specific Expansion Costs (fixed \$/period) shall include all costs related to Allocated Growth. Member Agency specific expansion costs shall be unique to individual Member Agencies and allocated to them based on their respective Growth Allocations and billed to Member Agencies as a fixed amount per period (e.g., month or year).

WATER RATE REQUIREMENTS

Water rates charged to Member Agencies shall include a volume rate that recovers the Base Costs, a fixed monthly charge to recover the Extra-Capacity Costs, and a separate monthly fixed charge to recover the Member Agency Specific Expansion Costs. The following table illustrates the calculation of unit costs, which are then multiplied by the Member Agency's units of service to determine the billable charges.

Cost / Expenditure Description	Base Costs	Extra-Capacity Costs	Allocated Capacity Costs	Member Agency Specific Expansion Costs
Allocated Based on:	Average Day	Maximum Day	Allocated System Capacity	Pro Rata Share of Growth
Variable Costs of Operating Leases	X			
Fixed Costs of Operating Leases	X	X		
CIWW Organizational Costs	X	X		
Joint Capital Debt Service	X	X		
Joint Capital Cash Funding	X	X		
Shared Expansion Debt Service (9%)			X	
Shared Expansion Cash Funding (9%)			X	
Allocated Expansion Debt Service (91%)				X
Allocated Expansion Cash Funding (91%)				X
Totals	\$XX	\$XX	\$XX	\$XX
Units	Total CIWW Volume Projected to be Produced for the year in MG	Total of Member Agencies' 5-year average MDD in MGD	Total of Member Agencies' Allocated Capacity in MGD	Member Agency Specific
Unit Cost	\$ / MG	\$ / MGD	N/A	N/A
Charge Type	Variable	Fixed	Fixed	Fixed
	Uniform cost per unit applicable to all Member Agencies		Specific to each Member Agency	Specific to each Member Agency

Extra-Capacity costs must be allocated between Base (average-daily demand) and Extra-Capacity (demands above average-day). The split between the two is determined mathematically as follows:

- Average Day Demand (Base) = total water deliveries to all Member Agencies together with allowances for water losses pursuant to Schedule VI-3, divided by 365 days (leap years will be ignored for this calculation).
- Maximum Day Demand (MDD) = 5- year average of non-coincident maximum daily water delivery to all Member Agencies.
- Extra-Capacity Demand (Extra-Capacity) = Maximum Day Demand minus Average Day Demand.

For illustration purposes only. Assume the average-day demand is 100 MGD and the Maximum Day Demand is 250 MGD. The allocation of costs between Base and Extra-Capacity components would be calculated as follows:

	Base	Extra Capacity	Total
System Demand	100 MGD	150 MGD	250 MGD
% Allocation	40% (100 / 250)	60% (150 / 250)	100% (250 / 250)

Charges for individual Member Agencies will be calculated as follows and billed monthly:

- Volume Charges: The Base Cost per unit x the Member Agency's volume as determined pursuant to Article VI, Section 3.
- Extra-Capacity Charges: The cost per MGD x the Member Agency's MDD, divided by 12 months.
- Allocated Capacity Costs: The cost per MGD x the Member Agency's allocated capacity, divided by number of periods.
- Member Specific Expansion Charges: The monthly cost of expansion specific to the Member divided by number of periods.

SCHEDULE VI-3
ASSUMPTIONS USED TO ESTIMATE VOLUME OF UNMETERED WATER USED
BY DMWW

The following calculation illustrates the methodology to calculate estimated annual water loss attributable to the Water Distribution Facilities of DMWW. Such calculation is provided for illustrative purposes only and shall be performed on an annual basis using the most recently available pumpage and metering data. The annual amount attributable to DMWW shall be divided into twelve (12) equal monthly installments and added to the monthly billings to be paid by DMWW.

		<u>Test Year</u> <u>(kgals)</u>
DMWW System Total Production	A	19,500,000
Water Billed to Member Agencies Excluding DMWW	B	9,600,000
DMWW Production Water Usage - Regional Water		
Metered - Water Used in Regional Water Treatment & Regional Facilities		185,000
Unmetered - Estimated 0.5% of Total Production	A * 0.50%	97,500
DMWW Total Water Used in Production - Regional Water	C	282,500
Water Metered to DMWW		
Metered - Water Billed to DMWW Retail and Full Service Customers		7,500,000
Metered - Water Used at DMWW Facilities		1,000
Metered - Free Water Given to Cities served by DMWW		150,000
Metered - Free Water Under Contract (e.g., Greater DM Botanical Garden)		5,000
Total Retail Consumption Billed to DMWW	D	7,656,000
Unmetered Water Attributed to DMWW		
Unmetered - Estimated 1.25% used in Firefighting, Flushing, etc.	E (A-B-C) * 1.25%	120,219
Total Accounted for Water in DMWW System	F B + C + D + E	17,658,719
Total Unaccounted for Water in DMWW System	G A - F	1,841,281
Allocation of Unaccounted for Water Based on Inch-Feet of Pipe		
Percentage of Loss Assigned to DMWW Distribution Mains	H	72%
Percentage of Loss Assigned to Core Network Mains	I	28%
Allocated Lost Water in DMWW Distribution Mains	J G * H	1,329,085
Allocated Lost Water in Core Network Mains	K G * I	512,196
Total Unaccounted for Water - DMWW System	Check:	1,841,281
Total Unmetered and Unaccounted for Water Attributed to DMWW	E + J	1,449,304

The annual "Total Unmetered and Unaccounted for Water Attributed to DMWW" shall be divided into twelve (12) equal monthly installments and added to DMWW's metered billings.

SCHEDULE VI-5 CHARGES FOR EXCESS CONSUMPTION

All Member Agencies of CIWW will, at all times, have a defined Allocated Capacity attributed to them. Each Member Agency's Allocated Capacity is the maximum amount of water CIWW is obligated to deliver during a single day. Any water delivered to a Member Agency in excess of its Allocated Capacity on more than three (3) non-consecutive or consecutive days in any given calendar year shall be subject to additional charges referred to as Capacity Lease Charges. For the purposes of this Schedule, a day is the 24-hour period commencing at 12:00 am.

Water delivered to Camp Dodge by Johnston under the emergency supply provision set forth in the first sentence of Section 4 of the Easement Agreement dated February 4, 1996 between Johnston and the Armory Board of the Iowa National Guard shall be excluded from the water delivered to Johnston in calculating Capacity Lease Charges.

1. Determine if Member Agency has Excess Consumption for Year. This is calculated as the total maximum volume of water delivered during any day during the Calendar Year, less the Member Agency's then-current Allocated Capacity. If the Member Agency has three or fewer days with Excess Consumption, additional charges do not apply. Excess Consumption for more than three days results in Capacity Lease Charges as outlined below in Sections A or B.

***Example 1:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons

Because there are no more than three days with Excess Consumption over the Member Agency's Allocated Capacity, additional charges do not apply.

***Example 2:** Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons
- 6,100,000 gallons

There are more than three days over the Member Agency's Allocation Capacity, so Capacity Lease Charges shall apply. Excess Consumption of 1.1 MGD is based on the highest volume of water received in a day during the Calendar Year (6.1 MGD – 5.0 MGD Allocated Capacity).

2. Calculate Capacity Lease Charges. Member Agencies receiving CIWW deliveries of Excess Consumption are subject to a lease of the surplus capacity made available by CIWW from the Allocated Capacity of other Member Agencies.

A. Prior to the Saylorville Water Treatment Plant 10 MGD expansion being fully constructed and operational (estimated to be in 2027), the lease payment is the sum of two components:

- i. Return on Invested Capital. The return on capital shall be calculated as the then-current net book value (the original cost less accumulated depreciation) of CIWW Water Supply Facilities multiplied by a rate of return of 8%, divided by the total Allocated Capacity of all CIWW Member Agencies, times the Excess Consumption determined in Step 1.

Example: The total book value of Water Supply Facilities is \$144 million and the total of all Member Agencies' Allocated Capacities is 134.5 MGD; the charge for return on invested capital is: $\$144\text{M} \times 8\% / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$94,216$.

- ii. Depreciation. The annual depreciation expense of the CIWW Water Supply Facilities divided by the total Allocated Capacity of all CIWW Member Agencies.

Example: The annual depreciation expense on Water Supply Facilities is \$10 million with total Allocated Capacity of 134.5 MGD; the charge for depreciation is: $\$10\text{M} / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$81,784$.

Total Capacity Lease Charge for 1.1 MGD of Excess Consumption =
 $\$94,216 + \$81,784 = \$176,000$

B. Beginning with the first full Calendar Year after the commissioning of the Saylorville Water Treatment Plant 10 MGD expansion, the Capacity Lease Charges shall be calculated as follows:

- i. The Capacity Lease Charges shall be based on the then-current total annual debt service of CIWW related to treatment capacity projects, or if no debt service for treatment capacity projects exist, the average annual debt service of the most recent capacity expansion adjusted for a reasonable cost index, such as the Engineering News Record Construction Cost Index (ENR CCI).

Example: The total annual debt service is \$10 million for a 10 MGD expansion; the Capacity Lease Charge is: $\$10\text{M} / 10 \text{ MGD} \times 1.1 \text{ MGD} = \$1,100,000$

3. Calculate annually and bill Member Agency(ies). The above calculation shall be completed for each Member Agency for each Calendar Year the Member Agency receives more than

three days of Excess Consumption over its Allocated Capacity. Amounts will be determined retroactively based on meter readings as they are made available to CIWW. All charges computed under this Schedule are a one-time charge and shall be billed to the Member Agencies separately from all other charges for service and shall be due and payable within 25 business days of receipt.

4. Allocate Capacity Lease Charge Receipts. Receipts from the Capacity Lease Charge shall be allocated to the Member Agencies that had no Excess Consumption for the same Calendar Year in proportion to their surplus as follows:

- a. Determine Member Agency Surplus. This is calculated as the difference between the Member Agency's max-day demand during the Calendar Year and its Allocated Capacity.

Example: *The Member Agency has an Allocated Capacity of 6 MGD and the maximum day demand for the Calendar Year was 4 MGD; the surplus is 2 MGD.*

- b. Sum the Surplus for All Applicable Member Agencies. Calculate the surplus capacity for all Member Agencies for the Calendar Year and sum the total. Ignore all negative values.

Example: *The total of all surpluses after repeating Step 4a for all Member Agencies is 10 MGD.*

- c. Distribute the total Capacity Lease Charges for the Calendar Year proportionately. Divide each Member Agency's surplus by the total surplus for the year, and multiply by the total lease payment received.

Example: *A Member Agency had a surplus of 2MGD out of 10MGD total, or 20%. The lease payment was \$1,100,000; the Member Agency receives 20% of the payment, or \$220,000.*

SCHEDULE XII-3
EXCEPTIONS TO PREMIUM PROVISION FOR NEW MEMBER AGENCIES

- The City of Van Meter, Iowa has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity. Thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the City of Van Meter will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

- The Iowa Regional Utilities Association has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity. Thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the Iowa Regional Utilities Association will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

SCHEDULE XIII-1 ASSET TRANSFER TERMS

Consideration for Transfer

The consideration to be paid to and from Founding Agencies for assets transferred to CIWW shall be computed as of the Operational Commencement Date based on a financial model and calculation as outlined below in Steps 1-6:

Step 1: Determine Financial Investment by Founding Agency in Designated Water Supply Facilities (Transferred Assets)

- (a) Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the book value of its purchased capacity investment, after applying straight line amortization.
- (b) Each Water Producing Member Agency is credited with the book value of its Designated Water Supply Facilities (reduced by the principal amount of any outstanding obligations which financed the Transferred Assets which are assumed by CIWW¹) after applying straight line depreciation, transferring to CIWW as defined in Schedule IV-7. DMWW will also be credited with an amount as set forth in Section 11 of Article IV.
- (c) The combination of a) and b) is each Founding Agency's financial investment in the Designated Water Supply Facilities.

Financial Investment by Founding Agency in Designated Water Supply Facilities

Founding Agency	Amortized Net Book Value in DMWW Assets	Net Book Value of Other Owned Capacity	Financial Investment in Designated Water Supply Facilities
Ankeny	\$7,780,500	\$0	\$7,780,500
Clive	\$6,756,750	\$0	\$6,756,750
DMWW	\$150,679,121	\$0	\$150,679,121
Johnston	\$0	\$0	\$0
Grimes	\$0	\$5,072,040	\$5,072,040
Norwalk	\$1,049,344	\$0	\$1,049,344
Polk City	\$480,375	\$0	\$480,375
UWU	\$11,681,250	\$870,900	\$12,552,150
Warren Water District	\$1,704,360	\$0	\$1,704,360
Waukee	\$3,066,683	\$65,469	\$3,132,152
WDMWW	\$10,111,000	\$23,029,599	\$33,140,599
Xenia	\$1,667,957	\$480,108	\$2,148,064
Totals	\$194,977,339	\$29,518,116	\$224,495,455

¹Anticipated Outstanding Obligations which shall be assumed by CIWW, financing certain Transferred Assets:

Member	Debt Series	Original Principal	Principal Transferring to CIWW
West Des Moines Water Works	2017	\$3,477,000	\$2,413,000
Grimes	2013	\$2,432,000	\$1,051,000
Grimes	2016	\$577,000	\$363,000
Grimes	2019-1	\$3,800,000	\$3,004,000
Grimes	2019-3	\$1,559,000	\$1,203,000
Grimes	2020	\$21,990,000	\$19,607,000
Grimes	2023 (portion)	\$8,543,000	\$2,200,000

Step 2: Determine Total Owned Capacity by Founding Agency

- Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the capacity purchased in MGD.
- Each Water Producing Member Agency is credited with the capacity of its Designated Water Supply Facilities transferring to CIWW as defined in Schedule IV-7.
- The combination of a) and b) is each Founding Agency's Total Owned Capacity (MGD) in the Designated Water Supply Facilities.
- The aggregate Total Capacity of the Designated Water Supply Facilities is 134.5 MGD.

Total Owned Capacity by Founding Agency

Founding Agency	MGD Capacity in DMWW	Other Owned Capacity	Total Owned Capacity
Ankeny	8.28		8.28
Clive	6.98		6.98
DMWW	67.01		67.01
Johnston	0.00		0.00
Grimes	0.00	5.20	5.20
Norwalk	1.97		1.97
Polk City	0.60	0.30	0.90
UWU	15.30	0.00	15.30
Warren Water District	3.25		3.25
Waukee	3.69		3.69
WDMWW	8.97	10.00	18.97
Xenia	2.95		2.95
Totals	119.00	15.50	134.50

Step 3: Determine Cost of Capacity Used by Founding Agency

- a) Identify each Founding Agency's Historic Maximum Day Utilization of Capacity, or its five-year average Maximum Day Demand (MDD), as defined in Schedule I-2B.

Note: DMWW's Five-Year Average MDD from Schedule I-2(B) is adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.

- b) Calculate the weighted average cost of used capacity per MGD by Founding Agency
- Determine the Book Value per MGD for each Water Producing Member Agency. Wholesale customers of DMWW who purchase 100% of their water supply from DMWW are assigned DMWW's Book Value per MGD. Book value per MGD is summarized below:

Detail of Book Values

	Net Book Value	MGD	NBV/MGD
DMWW/Others	\$194,977,339	119.00	\$1,638,465
Grimes	\$5,072,040	5.20	\$975,392
Polk City	\$0	0.30	\$0
Urbandale Water	\$870,900	0.00	\$0
WDMWW	\$23,029,599	10.00	\$2,302,960
Waukee	\$65,469	0.00	\$0
Xenia	\$480,108	0.00	\$0
Total & (NBV/MGD)	\$224,495,455	134.50	\$1,658,580

- Determine the percentage of capacity by source for each Water Producing Member Agency and Founding Agency.

iii. Multiply the Book Value per MGD in step i. by the percentage of capacity source in step ii).

c) Multiply the Five-Year Average Maximum Day Demand in step a) by the weighted average cost of capacity to determine the Total Cost of Used Capacity.

Cost of Capacity Used by Founding Agency

Founding Agency	Weighted DMM	Weighted Other	NBV/MGD	Other Owned Capacity	Weighted Average Cost per MGD	Capacity Used Adjusted 5 year Avg MDD	Cost of Used Capacity
Ankeny	100%	0%	\$1,638,465	-	\$1,638,465	8.589	(\$14,072,776)
Clive	100%	0%	\$1,638,465	-	\$1,638,465	3.941	(\$6,457,191)
DMWW	100%	0%	\$1,638,465	-	\$1,638,465	45.127	(\$73,939,010)
Johnston	100%	0%	\$1,638,465	-	\$1,638,465	5.009	(\$8,207,071)
Grimes	0%	100%	\$1,638,465	\$975,392	\$975,392	3.365	(\$3,282,194)
Norwalk	100%	0%	\$1,638,465	-	\$1,638,465	2.283	(\$3,740,616)
Polk City	67%	33%	\$1,638,465	-	\$1,092,310	1.216	(\$1,328,249)
UWU	100%	0%	\$1,638,465	-	\$1,638,465	9.997	(\$16,379,735)
Warren Water District	100%	0%	\$1,638,465	-	\$1,638,465	2.782	(\$4,558,210)
Waukee	100%	0%	\$1,638,465	-	\$1,638,465	3.910	(\$6,406,398)
WDMWW	47%	53%	\$1,638,465	\$2,302,960	\$1,988,752	13.986	(\$27,814,685)
Xenia	100%	0%	\$1,638,465	-	\$1,638,465	2.862	(\$4,689,287)
Totals						103.067	(\$170,875,422)

Step 4: Determine the Book Value of Reserve Capacity by Founding Agency

a) Net the Financial Investment in Designated Water Supply Facilities in Step 1 with the Cost of Capacity Used in Step 3(c) to calculate the Book Value of Reserve Capacity.

Book Value of Reserve Capacity by Founding Agency

Founding Agency	Financial Investment in Designated Water Supply Facilities	Cost of Used Capacity	Book Value of Reserve Capacity
Ankeny	\$7,780,500	(\$14,072,776)	(\$6,292,276)
Clive	\$6,756,750	(\$6,457,191)	\$299,559
DMWW	\$150,679,121	(\$73,939,010)	\$76,740,111
Johnston	\$0	(\$8,207,071)	(\$8,207,071)
Grimes	\$5,072,040	(\$3,282,194)	\$1,789,846
Norwalk	\$1,049,344	(\$3,740,616)	(\$2,691,272)
Polk City	\$480,375	(\$1,328,249)	(\$847,874)
UWU	\$12,552,150	(\$16,379,735)	(\$3,827,585)
Warren Water District	\$1,704,360	(\$4,558,210)	(\$2,853,850)
Waukee	\$3,132,152	(\$6,406,398)	(\$3,274,247)
WDMWW	\$33,140,599	(\$27,814,685)	\$5,325,914
Xenia	\$2,148,064	(\$4,689,287)	(\$2,541,223)
Totals	\$224,495,455	(\$170,875,422)	\$53,620,033

Step 5. Assign Remaining Reserve Capacity

- After capacities have been assigned to Founding Agencies, there remains 31.433 MGD in system capacity that needs to be assigned to the Founding Agencies (134.5 MGD less 103.067 MGD assigned to Founding Agencies in Step 3).
- Proportionately allocate the remaining Reserve Capacity of 31.433 MGD to the Founding Agencies based on each Founding Agency's pro rata share of projected regional growth through the year 2034 as outlined in the DMWW 2017 Long Range Plan.
- Calculate the cost per MGD of reserve capacity (\$53,620,033) in Step 4 divided by 31.433 MGD = \$1,705,852 per MGD, and multiply this by each Founding Agency's MGD allocation of Reserve Capacity to determine each Founding Agency's Value of Additional Reserve Capacity.

Assign Remaining Reserve Capacity

Founding Agency	Allocated Growth %	Allocation of Reserve Capacity	Average Cost per MGD	Value of Additional Allocated Reserve Capacity
Ankeny	20.478%	6.437	\$1,705,852	(\$10,980,310)
Clive	1.365%	0.429	\$1,705,852	(\$731,913)
DMWW	10.239%	3.218	\$1,705,852	(\$5,490,155)
Johnston	5.347%	1.681	\$1,705,852	(\$2,867,063)
Grimes	12.059%	3.791	\$1,705,852	(\$6,466,040)
Norwalk	5.802%	1.824	\$1,705,852	(\$3,111,034)
Polk City	1.479%	0.465	\$1,705,852	(\$793,040)
UWU	11.832%	3.719	\$1,705,852	(\$6,344,322)
Warren Water District	1.365%	0.429	\$1,705,852	(\$731,913)
Waukee	10.239%	3.218	\$1,705,852	(\$5,490,155)
WDMWW	10.580%	3.326	\$1,705,852	(\$5,672,999)
Xenia	9.215%	2.897	\$1,705,852	(\$4,941,086)
Totals	100.000%	31.433		(\$53,620,033)

Step 6: Determine Net Position by Founding Agency

Add the Book Value of Reserve Capacity in Step 4 with the dollar value of additional allocated reserve capacity in Step 5 to determine the Net Position by Founding Agency. The Net Position is the amount each Founding Agency pays or receives for the transfer of assets. A positive Net Position reflects amounts owed to the Founding Agencies and a negative Net Position reflects amounts owed from the Founding Agency.

Net Position by Founding Agency

Founding Agency	Book Value of Reserve Capacity	Value of Additional Allocated Reserve Capacity	Net Position
Ankeny	(\$6,292,276)	(\$10,980,310)	(\$17,272,586)
Clive	\$299,559	(\$731,913)	(\$432,354)
DMWW	\$76,740,111	(\$5,490,155)	\$71,249,956
Johnston	(\$8,207,071)	(\$2,867,063)	(\$11,074,134)
Grimes	\$1,789,846	(\$6,466,040)	(\$4,676,194)
Norwalk	(\$2,691,272)	(\$3,111,034)	(\$5,802,307)
Polk City	(\$847,874)	(\$793,040)	(\$1,640,914)
UWU	(\$3,827,585)	(\$6,344,322)	(\$10,171,907)
Warren Water District	(\$2,853,850)	(\$731,913)	(\$3,585,763)
Waukee	(\$3,274,247)	(\$5,490,155)	(\$8,764,402)
WDMWW	\$5,325,914	(\$5,672,999)	(\$347,085)
Xenia	(\$2,541,223)	(\$4,941,086)	(\$7,482,309)
Totals	\$53,620,033	(\$53,620,033)	(\$0)

Sources of Funding

Each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing. CIWW shall act as the disbursing agent for payments to the Founding Agencies in net positive positions.

Timing of Funding

The above tables represent actual asset book values as of December 31, 2022 and projects book values for calendar years 2023 and 2024. As such, this Schedule reflects only an estimate of the net position of each Founding Agency. Asset book values and other components of the true-up formula, including Maximum Day Demand, will be updated as of the Operational Commencement Date within 4 months after the Operational Commencement date. The net deficit position from any Founding Agency shall be paid in a lump sum within 12 months after the Operational Commencement Date, or a Founding Agency may elect to pay according to a payment plan with terms mutually acceptable to the Founding Agency(ies) that are owed amounts.

Construction in Progress

To the extent a Water Producing Member Agency has Construction In Progress at the Operational Commencement Date, the partially constructed asset(s) and any indebtedness associated with the Construction In Progress, shall be considered in the asset transfer true-up calculation as outlined above.

Transfer Terms

Assets shall be transferred “as is” and in place pursuant to documents as described in Schedule IV-7. Each Member Agency transferring Designated Water Supply Facilities shall retain risk of loss until the Operational Commencement Date or Asset Transfer is completed, whichever is later.

Title to Be Transferred

The assets to be transferred and any related interest in each asset shall be as set forth in Schedule IV-7 pursuant to documents as described therein.

Condition Precedent

The transfer by each Water Producing Member Agency shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract as provided by Article V, Section 1.

Other Terms

The transfer shall become effective on the Operational Commencement Date by exchange of deeds, leases, assignment, easements or other transfer documents in form and substance acceptable to counsel for CIWW and each of the transferring parties and approved as part of this Agreement. No title insurance or title guaranty shall be required.

CIWW shall assume the SRF indebtedness as set forth in Footnote ¹ to Step 1 above as of the Operational Commencement Date.

SCHEDULE XIV-2
INITIAL ADMINISTRATIVE SUPPORT SERVICES AND COMPENSATION

In lieu of hiring full- or part-time staff to provide administrative functions to CIWW, the CIWW Board may at any time, in its sole discretion, contract with an independent third party contractor or one or more Member Agencies to provide administrative support services including but not limited to: meter reading and meter reading administration; preparing monthly wholesale billing statements for Member Agencies; facilitating meetings and providing administrative support, including scheduling meetings, preparing and compiling agendas, minutes, and other materials for the CIWW Board and other meetings; creating presentations; processing payroll and administering employee benefits for CIWW employees; performing accounts payable functions, including maintaining vendor files, processing vendor invoices, interacting with vendors as necessary, and other related functions; purchasing functions, including sourcing vendors and negotiating competitive quotes and sealed bids for materials and services, and providing inventory and warehousing functions; maintaining accounting records and preparing monthly financial statements and management reports as requested by the Board; other administrative services as requested and agreed upon by the parties.

If a Member Agency provides such services, the compensation for services shall be based on actual labor rates loaded with a reasonable factor for employee benefits and overhead costs to capture reasonable and appropriate ancillary costs such as occupancy, depreciation, corporate insurance, and other similar costs that would be incurred by an independent third party contractor and included in pricing of services; plus any out-of-pocket expenses including, materials and supplies, travel, mileage and other similar costs. A service contract shall be executed to document the agreement between the parties.

SCHEDULE XIV-3
THIRD PARTY FINANCIAL ADVISOR SCOPE

CIWW intends to hire one or more qualified professionals as third party financial advisor(s) to provide strategic financial planning and advisory services including but not limited to: facilitate CIWW long-range financing strategy, particularly with respect to its capital improvement program; facilitate an annual budget; complete an annual Cost of Service study and make rate recommendations to the CIWW board; evaluate bond markets, make recommendations, and oversee all aspects of debt management policy and bond issuances or alternative financing, including analyses of financing alternatives, evaluations of underwriter and bond counsel proposals, and oversee financing structure including pricing, maturity schedules, bond covenants, ratings and rating agency presentations; oversee investments of bond reserve and operating reserve funds; oversee a corporate insurance program; maintain accounting records and prepare monthly financial statements and management reports as requested by the Board; facilitate the annual audit; work with Member Agency subject matter experts to prepare demand and population projections as needed for capital projections; confer, consult, and coordinate with financial staff of Water Producing Member Agencies and other contractors of CIWW to obtain and compile necessary financial information to conduct business for CIWW or communicate information to Member Agencies and other stakeholders; make presentations to and attend CIWW or Member Agency Board meetings as needed; provide other financial services as requested.

SCHEDULE XV-2 TIMELINE FOR CAPITAL PLANS AND BUDGET

		January	February	March	April	May	June
C I P	M e m b e r s	5 Yr CIP Plan Drafted by Water Producers	Water Producers finalize 5 Yr CIP & Communicate CIP to CIWW			5 Yr CIP Plan Approved/Rec'd & Filed by Water Producers	
	C I W W			CIWW drafts 5-Year CIP	CIWW 5-YR CIP presented to Long Range Planning and CIP CIWW Committee	CIWW- 5-YR CIP approved by CIWW Board	
B U D G E T	M e m b e r s		Water Producers provide final prior year costs to CIWW			Water Producers DRAFT Operational Budgets	Water Producers REVIEW Operational Budgets
	C I W W	Calculate CIWW Flows for Jan - Dec of prior year; Finalize Max Day and calculate excess consumption reconciliation (Max Day and excess consumption analysis can generally be started in prior Oct - Nov)	CIWW Technical Committee Approves Capacity Calculations/Flows; CIWW calculates Producer True Up Reconciliation				

	July	August	September	October	November	December
C I P	M e m b e r s					
	C I W W					
B U D G E T	M e m b e r s	Water Producers BALANCE Operational Budgets; Water Producers COMMUNICATE Operational Budgets to CIWW	Water Producer Operational & Capital Budgets Adjusted for CIWW Information and finalize retail rates	Water Producer Finance Committees REVIEWS Operational & Capital Budgets and Rates	DMWW Budget Public Hearing & Board Approval	WDMWW Budget Public Hearing & Board Approval; Budget Received and Filed by WDM/DSM City council
	C I W W	CIWW DRAFT Operational Budget	CIWW Operational & Capital DRAFT Budgets; CIWW Communicates Operating and Capital Budgets, and Rates to Members	CIWW Budget presented to CIWW Board w/justification	CIWW Budget Hearing & Board Approval; Identify current year Max Day; Begin current year excess consumption reconciliation calculated	

**SCHEDULE XVII
INITIAL ANTICIPATED CAPITAL PROJECTS**

GROWTH CAPITAL PROJECTS

Water Producer	Project Name	Project OPC (2023 Dollars)
DMWW	Saylorville WTP Raw Water Supply for 10 MGD MF/RO Expansion	\$52,400,000
DMWW	Saylorville WTP 10 MGD MF/RO Expansion	\$74,700,000
DMWW	Saylorville to Johnston-Tenny Feeder Main Connection	\$10,500,000
DMWW	Tenny to LP Moon Feeder Main Connection	\$3,500,000
DMWW	Fleur WTP Alluvial Water Supply Expansion	\$37,800,000
DMWW	McMullen WTP Well Field Expansion for 12.5 MGD Conventional	\$15,800,000
DMWW	McMullen WTP 12.5 MGD Expansion	\$36,300,000
DMWW	Saylorville to LP Moon Feeder Connection	\$74,000,000
DMWW	Urbandale and Grimes Feeder Main	\$10,100,000
DMWW	4th WTP Surface Water Intake for 25 MGD Conventional Treatment	\$49,300,000
DMWW	4th WTP 25 MGD Conventional Treatment	\$354,300,000
DMWW	4th WTP Transmission Feeder Main to West	\$9,800,000
DMWW	4th WTP Transmission Feeder Main to East	\$3,600,000
DMWW	Southwest Ground Storage Reservoir	\$14,700,000
DMWW	Western Transmission Feeder Main to Supply Wholesale Customers	\$31,400,000
DMWW	CIWW ASR #4 (Joint Eastside Booster Pump Station)	\$8,700,000
DMWW	CIWW ASR #5 (Army Post Road and SE 14th Street)	\$8,700,000
Grimes	High Service Pumping Expansion	\$471,000
Grimes	Water Treatment Plant RO Expansion	\$1,660,000
Grimes	High Service Pumping Expansion	\$471,000
Grimes	Water Treatment Plant RO Expansion	\$1,660,000
Grimes	Supplemental Feed	\$9,063,000
Grimes	Supplemental Feed Expansion	\$771,000
Grimes	WTP Ground Storage Reservoir	\$2,657,000
Subtotal Growth Capital Projects		\$812,353,000

JOINT CAPITAL PROJECTS

Water Producer	Project Name	Project OPC (2023 Dollars)
DMWW	McMullen WTP Crystal Lake Improvements and Nitrate Management	\$7,600,000
DMWW	McMullen WTP Raw Water Metering Improvements	\$300,000
DMWW	Saylorville WTP Raw Water Metering Improvements	\$100,000
DMWW	Fleur WTP Raw Water Metering Improvements	\$800,000
DMWW	Fleur WTP Filter Rehabilitation	\$40,000,000
DMWW	Early Contaminant Warning Systems	\$700,000
DMWW	Fleur WTP Chemical Feed and Storage	\$12,000,000
DMWW	Fleur WTP Filter Press Rehabilitation	\$9,200,000
DMWW	Fleur WTP Clearwell Improvements	\$8,900,000
DMWW	Fleur WTP Lime Softening Mixing Improvements	\$7,100,000
DMWW	Saylorville WTP Flood Improvements	\$1,500,000
DMWW	Fleur WTP Electrical Supply Improvements	\$6,200,000
DMWW	Fleur WTP I&C Improvements	\$4,200,000
DMWW	McMullen WTP DBP Improvements	\$3,200,000
DMWW	McMullen WTP I&C Improvements	\$2,900,000
DMWW	Fleur WTP Lime Softening Improvements	\$9,000,000
DMWW	Fleur WTP Pre-Sedimentation Improvements	\$6,400,000
DMWW	Fleur WTP Lime Silo Replacement or Rehabilitation	\$11,300,000
DMWW	Fleur WTP Flood Improvements Study	\$300,000
DMWW	Transmission Feeder Main Improvement From Fleur WTP West	\$6,900,000
DMWW	Southern Transmission Feeder Main Connection	\$5,900,000
DMWW	LP Moon Ground Storage Reservoir 2	\$13,800,000
DMWW	Water Storage Aeration for Disinfection Byproduct Removal	\$9,400,000
DMWW	Wilchinski Elevated Water Tower Replacement	\$9,200,000
DMWW	LP Moon Pumping Expansion with VFDs and Backup Power	\$4,400,000
DMWW	Xenia Booster Station Purchase and Upgrade	\$10,400,000
DMWW	Southwest Pump Station	\$9,000,000
WDMWW	Replace Air Backwash Blower	\$129,000
WDMWW	Filter Improvements (Repainting and Valve Stem Replacements)	\$121,000
WDMWW	Replace HSP No. 2 and No. 3	\$302,000
WDMWW	Replace Process Valves	\$490,000
WDMWW	Install VFDs	\$324,000
WDMWW	Repaint Piping & Pumps	\$29,000
WDMWW	Ferric Chloride Feed System Improvements	\$89,000
WDMWW	Building 5 Structural-Architectural Demolition	\$120,000
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	\$316,000
WDMWW	Building No. 1 – All Other Mechanical Improvements	\$276,000
WDMWW	Building No. 3 - Mechanical Repairs	\$316,000
WDMWW	Building No. 4 - Mechanical Repairs	\$39,000
WDMWW	Building No. 6 - Mechanical Repairs	\$184,000
WDMWW	Replace MCC Buckets	\$389,000
WDMWW	Install Covers on SCUs	\$1,362,000
WDMWW	Install Overflows on SCUs	\$140,000
WDMWW	Existing Recarbonation Tank Improvements	\$26,000
WDMWW	New Pressure Solution Feed System	\$383,000
WDMWW	Replace 14 Ton CO2 with 30 Ton	\$579,000
WDMWW	Lime and Soda Ash Level Sensor Replacement	\$43,000
WDMWW	Lime and Soda Ash Bin Cleaning and Repainting	\$85,000
WDMWW	Repair and Repaint SCU #3	\$310,000
WDMWW	New Recarbonation Tank and Feed Building	\$2,581,000
WDMWW	SCU Influent Metering	\$163,000
WDMWW	Filter Air Backwash Metering	\$31,000
WDMWW	Filter Effluent Metering	\$1,432,000
WDMWW	Install Turbidimeters	\$211,000
WDMWW	Install Filter-to-Waste Piping, Valves, and Controls	\$838,000
WDMWW	Filter-to-Waste Tank	\$296,000
Subtotal Joint Capital Projects		\$212,304,000
TOTAL GROWTH AND JOINT CAPITAL PROJECTS		\$1,024,657,000

SCHEDULE XIX-1 WATER SHORTAGE PLAN

The Water Shortage Plan below is adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by Board action at any time

A. INTRODUCTION

This plan will apply to all CIWW Member Agencies and shall be implemented by each Member Agency with its customers.

The intent of the CIWW Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or mechanical failures.

The goal at each stage in the plan is to reduce CIWW system demands to 85% or less of the “Current Capacity” of CIWW to produce safe drinking water, as defined in this plan.

The premise of Stage I is that reducing lawn watering is the most effective way to reduce demand without undue hardship during periods when lawn watering is a significant source of demand. Stage I may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

The premise of Stage II is that particularly high demand may occur when heavy lawn watering events occur. Stage II may be skipped if a water shortage occurs during a time of year when lawn watering is not significant.

The premise of Stage III is that lawn watering comprises the most readily curtailed use during water shortage events. Stage III may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

Limiting consumption to a representative average of off-peak months, plus or minus a small allowance, will result in a significant demand reduction compared to peak consumption. This is the premise of Stage IV.

The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

B. CURRENT CAPACITY TO PRODUCT SAFE DRINKING WATER AND EXPECTED PEAK DEMAND

1. Current Capacity. The current capacity to produce safe drinking water on any day is referred to “Current Capacity” or C_{Total} . Current Capacity is defined as the amount of water CIWW can deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily

capacities of the individual CIWW source treatment plants and may be expressed in the following formula:

$$C_{\text{Total}} = C_{\text{Fleur}} + C_{\text{McMullen}} + C_{\text{Saylorville}} + C_{\text{WDMWW}} + C_{\text{Polk City}} + C_{\text{Grimes}} + \text{any new plant capacity}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. Producers responsible for CIWW water production will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

2. Expected Peak Demand. “Expected Peak Demand” is defined as the peak daily demand that is expected by CIWW without implementation of water shortage measures under this plan.

C. PLAN STAGE I: VOLUNTARY 25% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage I will most likely be triggered during peak lawn watering season. In a typical year lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 25% reduction in lawn watering will result in a 10% reduction in total demand.
3. Goal. A 10% reduction in CIWW system demands as compared to Expected Peak Demand.
4. Actions.
 - (a) Request a **metro wide** 25% reduction in lawn watering.
 - (b) Encourage customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and lawns are not overwatered.
 - (c) Continued reinforcement that customers water on alternate days and excluding Mondays (historically a peak demand day), by a system under which even numbered addresses water only on Wednesday, Friday and Sunday, and odd-numbered addresses water only on Tuesday, Thursday, and Saturday.
 - (d) Suspend all hydrant flushing programs except for water quality purposes.
 - (e) Request that City officials minimize high water use activities such as street sweeping and watering golf course fairways.
 - (f) Coordinate with Member Agencies to ensure they are relaying the same message.
5. Enforcement. There will be no enforcement at this stage.

D. STAGE II: VOLUNTARY 50% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage II will most likely be triggered during the peak outdoor water use season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 50% reduction in lawn watering will result in 20% reduction in total demand.
3. Goal. A 20% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Request customers further reduce water consumption by taking the following measures in addition to those implemented in Stage I:
 - (i) Request a **metro wide** 50% reduction in outdoor water use.
 - (ii) Remind customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and turf is not overwatered.
 - (iii) Reinforce the recommendation for customers to irrigate on alternate days and excluding Mondays.
 - (iv) Encourage wise use of water during outdoor activities including washing cars, playing in the sprinkler, playing with water toys, and filling swimming pools.
 - (v) Encourage wise use of water indoors including identifying and repairing leaking fixtures, washing only full loads in dishwashers and washing machines, shorter showers, etc.
 - (vi) Coordinate with Member Agencies to ensure they are relaying the same message.
 - (vii) Request that public agencies (City, County, or State) set an example by: Closing recreational facilities with known water inefficiencies and suspend the operation of decorative fountains.
5. Enforcement. There will be no enforcement at this stage.

E. STAGE III: LAWN WATERING PROHIBITED AND NO USE OF AUTOMATIC LAWN WATERING SYSTEMS

1. Trigger. During a period of substantial lawn watering demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage III will most likely be triggered during peak lawn watering season. In a typical year, lawn watering can account for as much as 40% of

demand on a peak day. If this is the case, prohibiting lawn watering will result in 40% reduction in total demand.

3. Goal. A 40% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Require members to further reduce water consumption by suspending **all** lawn watering and the use of **all** automatic lawn watering systems of their customers. This reduction is in addition to all steps implemented in Stage I and Stage II. The requirement for placing new sod should be suspended until Stage III is lifted.
5. Enforcement. Customers observed by CIWW or Member Agencies watering their lawn in violation of this policy will be notified. If lawn watering is not suspended within 48 hours, water service will be terminated by the Member Agency and any published fees will apply. Water service will be restored only upon receipt of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service. In addition, the use of water for lawn watering in violation of this plan shall be deemed an unauthorized use of water and Charges for the Unauthorized Use of Water/Metering Tampering shall apply and must be paid before water service will be restored.

F. STAGE IV: WATER RATIONING

1. Trigger. During periods of substantial lawn watering demand, or other potential shortage after Stage I, Stage II, and Stage III have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, limited source water supply, or there are other indications that without wise usage of water, a shortage could occur. Stage IV may also be invoked, without resort to Stages I through III, if Expected Peak Demand for any reason and/or limited source water supply cannot be addressed by the measures contemplated by Stages I through III.
2. Anticipated Impact. It is anticipated that Stage IV will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards and, when reasonably possible, animal health and safety standards for livestock producers will be sought.

The definition of a “livestock producer” is the same as stated in 7 U.S.C. § 1471(1) to be “(A) a person that is actively engaged in farming and that receives a substantial amount of total income from the production of grain or livestock, as determined by the Secretary, that is:

- (i) an established producer or husbander of livestock or a dairy producer who is a citizen of, or legal resident alien in, the United States; or

(ii) a farm cooperative, private domestic corporation, partnership, or joint operation in which a majority interest is held by members, stockholders, or partners who are citizens of, or legal resident aliens.”

3. Goal. A reduction in system demands as compared to Expected Peak Demand sufficient to allow the CIWW to meet public health and safety standards, and when reasonably possible, animal health and safety standards.
4. Actions. Water rationing measures will be required to be implemented by all Member Agencies and enforced by application of an Emergency Water Shortage Rate. In order to implement such a demand, Member Agencies in consultation with the CIWW Technical Committee shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationed Demand” as defined in this Plan. All Member Agencies will be responsible for asking their customers to reduce their consumption to a level to meet the “Stage IV Rationed Demand”. Member Agencies will be expected to initiate efforts to reduce consumption above such level and will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.
 - a. Water rationing shall consider livestock health and safety needs. The expected decrease for members supplying such needs shall be set by the Technical Committee taking into consideration livestock health and safety needs.
 - b. At Stage IV, Member Agencies with alternative available sources of water meeting state drinking water standards shall supplement and/or replace CIWW water from those sources.
5. Enforcement. “Stage IV Rationed Demand” means for each Member Agency will be responsible for implementing measures to ensure this Rationed Demand is not exceeded. Should the “Stage IV Rationed Demand” be exceeded, the Member Agency will be subject to an Emergency Water Shortage Rate which will be equal to 10 times the established variable rate for any amount in excess of the Rationed Demand.

SCHEDULE XXII-3

MANDATORY EXIT PAYMENTS FOR VOLUNTARY TERMINATION OF AGREEMENT

Termination of membership pursuant to Article XXII introduces a situation where CIWW costs previously paid by the departing Member Agency must then be absorbed by all remaining members. All else being equal, the termination causes the average cost per unit of service to increase for all remaining members, resulting in higher rates. While some CIWW costs may be avoidable – such as variable operating costs – many other costs are either unavoidable in the short term – such as many fixed operating costs – or totally unavoidable as in the case of the capital costs of assets placed into service to meet, in part, the demand requirements of the departing Member Agency. The unavoidable costs left behind by departing Member Agencies are commonly referred to as “stranded costs.”

Member Agencies shall pay the Mandatory Exit Payment as means of reducing but not eliminating the burden of stranded costs on the remaining Member Agencies. The Mandatory Exit Payment includes three components to be determined by the Board based on the following procedures, and is due and payable within 30 days of termination:

Step 1: Determine Stranded Base Costs

Departing Member Agencies will pay for five (5) years’ worth of their estimated fixed Base Costs. The eligible costs shall be the Base Costs calculated pursuant to Schedule VI-2 less the variable operating and maintenance costs for the fiscal year preceding the termination date.

Divide the resulting eligible Base Costs by the total water deliveries made by CIWW in the fiscal year preceding the termination to determine the cost per unit of volume. Multiply the unit cost by the departing Member Agency’s annual water delivery for the same fiscal year and multiply the result by five (5) to arrive at the Stranded Base Costs.

Step 2: Determine the Member Agency’s Stranded Extra-Capacity Costs

Departing Member Agencies will pay ten years’ worth of their estimated Extra-Capacity Costs.

Total eligible Extra-Capacity Costs shall be calculated pursuant to Schedule VI-2 for the fiscal year preceding the termination date. Divide the eligible Extra-Capacity Costs by the Max Day Demand for the CIWW system for the same fiscal year, multiply the result by the Max Day Demand of the departing Member Agency, and then multiply by ten (10) to arrive at the Stranded Extra-Capacity Cost.

Step 3: Determine the Member Agency's Stranded Member Agency Specific Expansion Costs.

Departing Member Agencies will pay 100% of the remaining debt together with any cash-funding obligations related to their Member Agency Specific Expansion Costs as determined pursuant to Schedule VI-2.

The CIWW Board will determine the remaining debt obligation for the departing Member Agency based on that Member Agency's total allocation of Growth Capital as of the end of the fiscal year prior to the termination. To the extent the Member Agency was also required to make periodic cash contributions to fund the Growth Capital, then the sum of those remaining commitments will be added to the remaining debt obligation.

SCHEDULE XXV-14
LIST OF EXISTING SERVICE TERRITORY AGREEMENTS BETWEEN MEMBER
AGENCIES

- Warren Water District with the City of Norwalk (executed May 2015)
- Warren Water District with the West Des Moines Water Works (executed November 2012)
- Warren Water District with Des Moines Water Works (anticipated 2023)
- Xenia Rural Water District with the City of Grimes (executed May 1993)
- Xenia Rural Water District with the City of Waukee (executed July 1992)
- Xenia Rural Water District with the City of Johnston (legal settlement dated December 2022)
- Xenia Rural Water District with West Des Moines Water Works (executed November 2023)
- Xenia Rural Water District with Urbandale Water Utility (anticipated 2023)



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

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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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - 2024 PCC Reconstruction Program - NW Westwood St - 1/16/24 @ 5:30 p.m.***
- ***Council Action Planning Session - Department Budget Presentations - 1/19/24 @ 8:30 a.m.***
- ***Public Hearing - Permanent Electric Easement - MEC - NW Elevated Water Storage Tank - 2/5/24 @ 5:30 p.m.***
- ***Public Hearing - SW Oralabor & SW Edgewood Lane Intersection Improvements - 2/5/24 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 2, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Request for Executive Session under Code Section 21.5.1 (C)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5.1, subparagraph (c) to discuss strategy with

counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation”;

ADDITIONAL INFORMATION:

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

ATTACHMENTS:

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No Attachments Available