ANKENY CITY COUNCIL

Regular Meeting

Monday, November 20, 2023
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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All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.
Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM:

1. Special Presentation: Update on Des Moines Area Regional Transit Authority (DART) - Amanda Wanke, DART CEO

B. APPROVAL OF AGENDA:

1. Approval of the November 20, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the November 20, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-60 Proposed 80/20 voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC

Action# C1-1. Consider motion to close Public Hearing 2023-60.

2. PH 2023-61 Proposed NW Northlawn Area Utility Improvements - Phase 3

Action# C2-1. Consider motion to close Public Hearing 2023-61.

3. PH 2023-62 $200,000 Master Services and Purchasing Agreement (Police Department - Tasers)

Action# C3-1. Consider motion to close Public Hearing 2023-62.

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 November 6, 2023, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Zoning Board of Adjustment meeting of October 3, 2023.

CA - 3 Receive and file minutes of the Plan and Zoning Commission meeting of October 3, 2023.

CA - 4 Receive and file the minutes of the Civil Service Commission meeting of September 11, 2023.

- **Licenses and Permits**

CA - 5 Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

- **Finance/Budget**

CA - 6 Consider motion to receive and file Financial Reports for October 2023.

CA - 7 Consider motion to receive and file Building Permit Report for October 2023.

CA - 8	Consider motion to receive and file Utility Billing Report for October 2023.
CA - 9	Consider motion to approve Change Order #1 increasing the contract amount by $3,969.60 to Caliber Concrete, LLC, for construction services on the Aspen Ridge Trail project.
CA - 10	Consider motion to approve Change Order #2 increasing the contract amount by $3,500.00 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
CA - 11	Consider motion to approve Change Order #1 decreasing the contract amount by $26,210.40 to J&K Contracting, for construction services on the The Westwinds, Plat 9, Storm Sewer Extension project.
CA - 12	Consider a motion to approve Amendment No. 11 to the Professional Services Agreement increasing the contract amount by $7,500.00 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.
CA - 13	Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by $51,000.00 with Snyder & Associates, Inc. for additional construction engineering services on the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.
CA - 14	Consider motion to approve Payment #3 in the amount of $64,645.17 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
CA - 15	Consider motion to approve Payment #1 in the amount of $63,656.71 to Caliber Concrete, LLC, for construction services on the Aspen Ridge Trail project.
CA - 16	Consider motion to approve Payment #6 in the amount of $2,216.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
CA - 17	Consider motion to approve Payment #2 in the amount of $8,742.50 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
CA - 18	Consider motion to approve Payment #19 in the amount of $8,828.03 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
CA - 19	Consider motion to approve Payment #8 in the amount of $54,071.50 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
CA - 20	Consider motion to approve Payment #6 in the amount of $330,892.32 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
CA - 21	Consider motion to approve Payment #2 in the amount of $162,017.75 to Howrey Construction Inc., for construction services on the Creekside Park Improvements project.
CA - 22	Consider motion to approve Payment #8 in the amount of $2,040.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
CA - 23	Consider motion to approve Payment #4 in the amount of $257,584.49 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

CA - 24 Consider motion to approve Payment #1 in the amount of $119,018.94 to J&K Contracting, for construction services on the The Westwinds, Plat 9, Storm Sewer Extension project.

CA - 25 Consider motion to approve Payment #3 in the amount of $15,797.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

CA - 26 Consider motion to approve Payment #12 in the amount of $8,938.49 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

CA - 27 Consider motion to approve Payment #5 in the amount of $41,250.00 to Romtech Companies, for construction services on the restroom facility at Midway Park.

CA - 28 Consider motion to approve Payment #7 in the amount of $25,211.41 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

CA - 29 Consider motion to approve Payment #1 in the amount of $221,445.00 to Tanksco Inc., for construction services on the Delaware Ground Storage Reservoir Rehabilitation project.

CA - 30 Consider motion to approve the November 20, 2023 Accounts Payable.

- **Personnel Items**

CA - 31 Consider motion to approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.

CA - 32 Consider motion to approve the revisions to the Drug and Alcohol Policy and Testing Program for Individuals Not Required to Possess a Commercial Drivers License.

CA - 33 Consider motion to approve the revisions to the Drug and Alcohol Testing Policy for positions requiring a Commercial Drivers License.

CA - 34 Consider motion to accept the Civil Service Commission certified lists for appointment to: Fire Engineer and Traffic Technician, subject to passing any further departmental requirements.

- **Community Development Items**

CA - 35 Consider motion to adopt **RESOLUTION** accepting a Public Sanitary Sewer Easement located on Lots 1 & 2, Delaware Centre Plat 2; and associated with the development of 2012 SE Delaware Avenue, Chase Bank site plan.

CA - 36 Consider motion to approve correction of the legal description in Ordinance 2131, originally approved on February 20, 2023.

- **Engineering Items - none**

- **Capital Improvement Projects**

CA - 37 **2023 PCC Reconstruction Program - SE Creekview Drive:** Consider motion to approve: a) Final Change Order #4 decreasing the contract amount by $5,587.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Alliance Construction Group, LLC in the amount of $503,670.50; and d) Final Payment #6 in the amount of $11,349.85 and Release of Retainage in the amount of $25,183.53.

CA - 38 **NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard**: Consider motion to approve: a) Final Change Order #6 decreasing the contract amount by $25,077.95; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction, Inc. in the amount of $4,022,885.08; and d) Final Payment #16 in the amount of $944.30; and Retainage Payment in the amount of $144,144.25.

CA - 39 **Uptown Parking Improvements:** Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $12,011.62; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Caliber Concrete, LLC in the amount of $179,014.17; and d) Final Payment #2 in the amount of $9,937.43 and Release of Retainage in the amount of $8,950.71.

CA - 40 Consider motion to adopt **RESOLUTION** ordering construction on the 2024 PCC Reconstruction Program - NW Ash Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 12/12/23 @ 10:30 A.M. / date of hrg: 12/18/23 @ 5:30 P.M.)

- **Administrative Items**

CA - 41 Consider motion to adopt **RESOLUTION** fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $11,295,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 12/4/23 @ 5:30 p.m.).

CA - 42 Consider motion to approve an Intergovernmental Transfer of Public Funds Agreement between the Department of Human Services and the Ankeny Fire Department.

CA - 43 Consider motion to adopt **RESOLUTION** approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

CA - 44 Consider motion to adopt **RESOLUTION** approving debt certification forms, appropriating funds and directing filing of certifications.

CA - 45 Consider motion to adopt **RESOLUTION** approving supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

CA - 46 Consider motion to adopt **RESOLUTION** setting a public hearing on the Amendment to Telecommunications & Grounds Space Lease by the City of Ankeny and Cell Tower Lease Amendment with CCATT LLC. (date of hrg: 12/4/23 @ 5:30 p.m.)

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-46

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-46.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2160 An Ordinance Amending Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and providing that general property taxes shall no longer be divided on certain property located within the Amended 1989 Ankeny Economic Development Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa (Removing "Amendment No. 1 Area", "Amendment No. 2 Area", and "Amendment No. 3 Area" from division of taxes only)

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2160.

Action# H1-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2160, sending it on its final passage and publication as required by law.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed 80/20 voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC. (PH 2023-60)

Action# J1-1. Consider motion to receive and file the September 25, 2023 Consultation Meeting Report.

Action# J1-2. Consider motion to file correspondence.

Action# J1-3. Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC.

2. Proposed NW Northlawn Area Utility Improvements - Phase 3 (PH 2023-61)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost $1,727,593.00 and enhancement of payment; 2) receive and file report of bids received November 14, 2023; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of $1,122,982.75; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of $1,122,982.75.

3. $200,000 Master Services and Purchasing Agreement (Police Department - Tasers) (PH 2023-62)

Action# J3-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization and issuance of a Master Services and Purchasing Agreement payable from the general fund in the principal amount of not to exceed $200,000 for personal property for use by the City.

Action# J3-2. Consider motion to adopt RESOLUTION authorizing action for a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of $192,467.06 for personal property for use by the City.

4. Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

Action# J4-1. Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0).

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 - North Four Mile Creek Trunk Sewer - Phase 2 - 12/4/23 @ 5:30 p.m.***
  - ***Public Hearing - Cell Tower Lease - 12/4/23 @ 5:30 p.m.***
  - ***Public Hearing - Not to exceed $11,295,000 Water Revenue Capital Loan Notes - 12/4/23 @ 5:30 p.m.***
  - ***Public Hearing - 2024 PCC Reconstruction Program - NW Ash Drive - 12/18/23 @ 5:30 p.m.***
  - ***Regular City Council Meeting - 1/2/24 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

City Clerk

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

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

November 20, 2023
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:

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No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

Special Presentation: Update on Des Moines Area Regional Transit Authority (DART) - Amanda Wanke, DART CEO

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

November 20, 2023
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:

Approval of the November 20, 2023 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 November 20, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

PH 2023-60: Proposed 80/20 voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC

EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's southeastern boundary, generally located east of Interstate 35, east of SE Four Mile Drive, and North of NE 54th Avenue. The annexation area is located within two miles of the City of Des Moines and the City of Altoona, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 35.521 acres (+/-), 33.941 acres (+/-), of which are owned by property owners who have signed a petition consenting to the annexation, while 1.58 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting property is included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 4.157 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

At this time, 1 of the 2 properties included in the proposed annexation has provided petitions consenting to the request. If petitions are not received for both properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to relate uniform boundaries. The current petitioned land area is approximately 33.941 acres (+/-), which equals 95.55% of the 35.521 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the non-petitioned property totals 1.58 acres (+/-), equaling 4.45% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in the Ankeny Plan 2040 Comprehensive Plan as being suitable for Light Industrial (LI), and Open Space (OS). if the annexation request is approved by the City Development Board, it will initially be zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny Corporate Limits.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

September 5, 2023 - City Council initiated the Legacy Housby, LLC Voluntary Urbanized Annexation.

October 3, 2023- Plan and Zoning Commission recommended that City Council approve the Legacy Housby LLC 80/20 Voluntary Urbanized Annexation.

October 16, 2023 - City Council set the public hearing.

PUBLIC OUTREACH EFFORTS:

Consultation meeting held September 25, 2023

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-60.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution
PZ Commission Minutes

Staff Report
Aerial Map
Distance Map
Ownership Map
Annexation Map
Annexation Application
Consultation Meeting Report

PUBLIC HEARING 2023-60 **5:30 P.M.** **NOVEMBER 20, 2023**

PROPOSED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF ANKENY REQUESTED BY LEGACY HOUSBY, LLC

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC.

Layman's Description: Approximately 33.941 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54th Avenue, east of SE Four Mile Drive.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 27th day of October, 2023.

Mayor:

"Has any written correspondence been received on this proposed annexation?"

City Clerk: None.

Mayor:

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

After Report:

"Because this is an electronic meeting if there is anyone who wishes to be heard for or against this requested annexation, please indicate by raising your hand on the video conference call OR if you are connected by phone you may press star 9 (*9). When you are called upon, please give your name and address for the record."

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

- Consider **MOTION** to close public hearing PH 2023-60.

Mayor:

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

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Phone: 515-965-6445

RESOLUTION 2023-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF ANKENY REQUESTED BY LEGACY HOUSBY, LLC

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND EXCEPT THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET, THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY BY WARRENTY DEED FILED JUNE 19, 1996 AND RECORDED IN BOOK 7426 PAGE 486, POLK COUNTY, IOWA. (Owner: LEGACY HOUSBY, LLC)

LAYMAN'S DESCRIPTION

Approximately 33.941 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54th Avenue, east of SE Four Mile Drive.

WHEREAS, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

WHEREAS, it appears that the owners are the only titleholders of the respective, above-described real estate; and

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

LEGAL DESCRIPTION:

THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 79, RANGE 23 WEST OF THE 5TH P.M. POLK COUNTY, IOWA EXCEPT PUBLIC ROAD RIGHT OF WAY ON THE WEST SIDE THEREOF. (Owner: RICHARD W. & PEGGY J. GROVES)

LAYMAN'S DESCRIPTION:

Approximately 1.58 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54th Avenue, west of SE Four Mile Drive.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

WHEREAS, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utuility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory

have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

PASSED AND APPROVED this 20h day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, October 3, 2023

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

CALL TO ORDER
Chair Ted Rapp called the October 3, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

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

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the October 3, 2023 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #5. Request by Legacy Housby, LLC for 80/20 Voluntary Urbanized Annexation of property into the City of Ankeny (Legacy Housby)
Staff Report: L.Hutzell reported that the City of Ankeny has received an annexation request from Tim Hogan on behalf of Legacy Housby, LLC. The annexation area is generally located north of NE 54th Avenue, and east of SE Four Mile Drive and is located within two miles of the City of Des Moines and the City of Altoona. She stated that the annexation area encompasses approximately 35.521 acres, with 33.941 acres owned by property owners who have signed a petition consenting to the annexation, 1.58 acres owned by property owners who are non-consenting and 4.157 acres of public road right-of-way, to the centerline of the adjacent road. She said, at this time, one of the two properties included in the proposed annexation has provided petitions consenting to the request. If petitions are not received for all properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. L.Hutzell noted that the annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Light Industrial and if the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. She shared that, if annexed, the City of Ankeny has the capability to provide water and sewer to this area, police and fire would be expanded into this area and the school district boundary would continue to be the Saydel Community School District. L.Hutzell said a consultation meeting was held. No one from the public attended the meeting and to date, staff has not received any written comments. Staff recommend that the Plan and Zoning Commission recommend that the City Council approve the Legacy Housby 80/20 Voluntary Urbanized Annexation.

T.Rapp asked staff if there is an intended use for this land.

Jon Hanson, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny shared that nothing is on the table at this time.

Motion by A.Renaud to recommend City Council approval the Legacy Housby 80/20 Voluntary Urbanized Annexation. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

city of Ankeny

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Plan and Zoning Commission
Staff Report

Meeting Date: October 2, 2023

Agenda Item: Legacy Housby Annexation - 80/20 Voluntary Urbanized Annexation
Report Date: September 27, 2023 EJC
Prepared By: Laura Hutzell
Associate Planner

Recommendation:

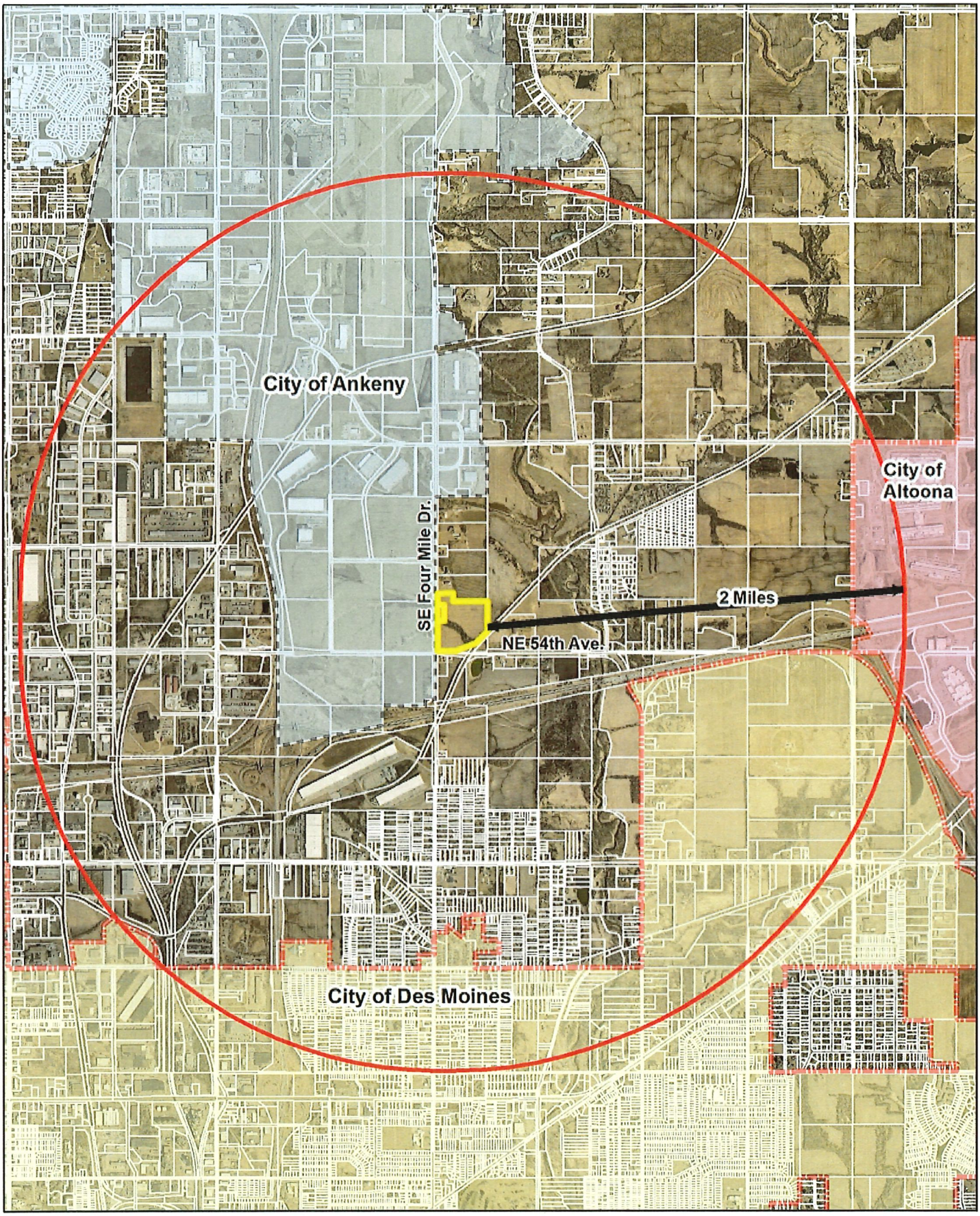
That the Plan and Zoning Commission recommend that City Council approve the Legacy Housby 80/20 Voluntary Urbanized Annexation.

Discussion:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's southeastern boundary, generally located north of NE 54th Avenue, and east of SE Four Mile Drive. The annexation area is located within two miles of the City of Des Moines And City of Altoona, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 35.521 acres (+/), 33.941 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 1.58 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 4.157 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

At this time, one of the two properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 33.941 acres (+/-), which equals 95.55% of the 35.521 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the one non-petitioned property totals 1.58 acres (+/-), equaling 4.45% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Light Industrial. If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny's Corporate Limits.



N

1 inch = 3,100 feet

Date: 9/20/2023

Legacy Housby Annexation
80/20 Voluntary Urbanized Annexation
Urbanized Proximity

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	Parcels	Acres	Percent
Petitioned Property	1	33.941	95.55
Non-Petitioned Property	1	1.58	4.45
Total	2	35.521	100%

N

1 inch = 330 feet

Date: 9/26/2023

Legacy Housby Annexation
80/20 Voluntary Urbanized Annexation
Petitioned Property & Ownership

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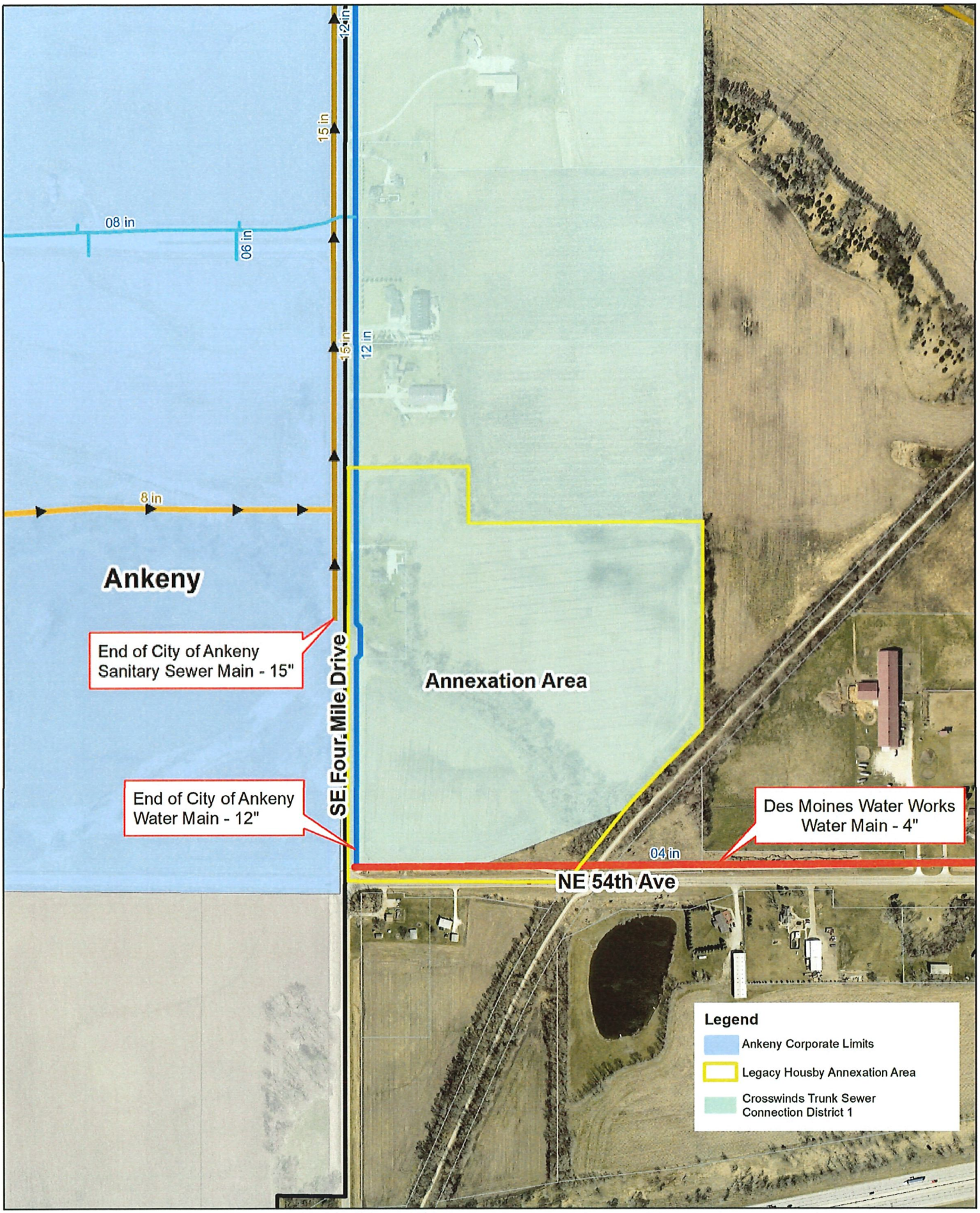

N

1 inch = 450 feet

Date: 9/20/2023

Legacy Housby Annexation
80/20 Voluntary Urbanized Annexation
Utility Map

Ankeny
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A. Consenting Property Owners' Petitions:

The City of Ankeny received written voluntary annexation petitions from the following property owners:

Consenting Properties	Acreage
1: Legacy Housby, LLC	33.941
Total Consenting Property Acreage	**33.941**

B. General Statement of Proposal / Integration of Smart Planning Principles:

This 80/20 voluntary urbanized annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which was developed with consideration to the Smart Planning Principles of Chapter 18B of the Iowa Code.

The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the community's vision for the future. It does not dictate how the community is to be developed, but it is meant to outline a possible future that could occur over time through the use of planning and investment policies, and regulatory tools. The Comprehensive Plan contains policy goals for many aspects of the community including land use, transportation, housing, parks and open space, infrastructure, community facilities and economic development. The Ankeny Plan's 2040 goals are as follows:

1. Ensure that growth occurs within the context of new "neighborhoods', and not separate disconnected developments.
2. Provide infrastructure investments that correspond to the community's growth potential.
3. Ensure that new development is marked by attractive design and contributes to the community's character.
4. Ensure that development within Ankeny and on Ankeny's periphery demonstrates environmentally responsibility and adheres to the City's long-term growth goals.
5. Maintain the unique, separate character of the City, while acknowledging Ankeny's increasing important role as a member of the metropolitan Des Moines community.
6. Assure that the transportation system is adequate to meeting future demands.
7. Maintain variety in the City's housing stock, with dwelling units affordable to a variety of income levels and age groups.
8. Provide additional opportunities for commercial, industrial, and small business growth and ensure appropriate location in accordance with the City's overall transportation and land use plan.
9. Encourage the development of an interconnected system of parks, trails and civic parkways and maintain a high level of service for recreational facilities as new neighborhoods emerge.
10. Promote the emergence of Ankeny as a major employment center within the area by stimulating growth in office, industrial and business park development.
11. Strengthen Ankeny's traditional City Center and civic campus as the focus of the community.
12. Promote a sense of community and premier quality of life as growth occurs.
13. Seek opportunities for collaboration between the City and the Ankeny Community School District to address growth and quality of life issues in Ankeny.

This annexation furthers the foregoing goals, adds land to the City of Ankeny's developable land inventory, and assures compact, efficient development to urbanized standards.

C. Current and Projected Land Uses:

The annexation area is currently identified in the Comprehensive Plan as primarily Light Industrial with an area of Open Space running through the middle of the annexation area. The Ankeny Plan 2040 defines those uses as the following:

- ***Light Industrial:*** This land use category is designed to accommodate most types of light industrial uses as well as warehouse and distribution facilities. Appropriate light industrial activity includes fabrication, manufacturing, assembly, or processing of materials that are in refined form and do not require transformation that creates smoke, gas, odor, dust, vibrations, soot, or other noxious elements. Lot sizes will vary based on specific use, but will typically require larger lots with a minimum of 10,000 square feet. Sites should be located on arterial and/or collector streets.
- ***Open Space:*** This land use category includes land within the floodplain, contains wetlands, nature preserves, steep slopes, or significant tree cover. Typical uses include natural areas, land devoted to agricultural use or crop production, and very low-density residential development. Residential dwellings should be limited to no more than 1 dwelling unit per 20 acres. This land use also includes city managed greenspace such as greenbelts that have remained more natural and provide passive, low impact recreational activities.

The proposed annexation area consists of Light Industrial and Open Space land uses. If annexed, the properties will be initially zoned R-1, One-Family Residence District, as is all newly annexed land. The current land uses may continue in their current capacities; however, any proposed development or redevelopment must align with the allowable uses in the R-1 zoning district (single-family residential, churches, schools, public facilities, or non-retail agricultural uses). If a property is to be developed as anything not allowed in the R-1 zoning district, appropriate rezoning will be required. Development concepts will be evaluated as part of the rezoning and platting processes to ensure that proposed development plans align with the Comprehensive Plan. Any proposed changes to the future land uses identified in the Comprehensive Plan would require a land use plan amendment prior to consideration for rezoning.

D. Current Municipal Services:

The City of Ankeny presently provides no municipal services (other than fire and EMS) to the annexation territory, but has the immediate fiscal and physical capability of extending substantial municipal services to the annexation territory.

E. Reasons for Annexation:

1. City Council annexation policy.

The City Council has adopted a policy document regarding the annexation of land into the City of Ankeny, requiring all annexations to be consistent with Comprehensive Plan of the City. These annexation policies set forth a framework for managing the growth of the City of Ankeny. The primary goal of these policies is to ensure that adequate land is available to accommodate future growth, while allowing for efficient delivery of public services in a manner that is most beneficial to the current and future citizens of the community. The relevant policy statements are discussed below:

d. Comprehensive planning and zoning.

I. Ankeny will consider annexations within the urban growth area established in the Ankeny Comprehensive Plan.

This policy means that the City will consider annexations if the land is located within the urban growth area of the Comprehensive Plan, which is defined as the Planning Boundary on the Future Land Use Map of the Comprehensive Plan. As previously indicated, the annexation area is located within the City's Planning Boundary.

e. Extension of services.

I. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with…applicable studies authorized and/or adopted by the Ankeny City Council.

V. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

The City will utilize tools such as the infrastructure extension requirements of the City's Subdivision Ordinance and financing mechanisms via connection fee districts or development agreements when making annexation decisions to encourage orderly growth. The annexation area is adjacent to existing public infrastructure which can be extended to serve the area.

2. The City of Ankeny has a need for developable land.

The City of Ankeny has experienced significant residential, commercial, and industrial growth throughout the city, as the population of Ankeny has exceeded 70,000. The Ankeny Plan 2040 Comprehensive Plan identifies an estimated total of 4,713 to 9,828 acres of developable land to accommodate the future growth of Ankeny. In 2022, the City of Ankeny recorded 30 plats creating 749 lots on 493 acres, permitted 1133 new dwelling units and 34 new commercial and industrial buildings, and added $528,705,923 in valuation. While the northeastern quadrant is comprised primarily of residential, community commercial, neighborhood mixed use, and office business park land uses, the Ankeny Plan 2040 still identifies the southeastern quadrant of Ankeny as a suitable area to further fill the need for developable land over the next decade.

3. The annexation territory is in accord with Smart Planning Principles integrated into The Ankeny Plan 2040 Comprehensive Plan.

This annexation is accordance with the Ankeny Plan 2040 Comprehensive Plan, which takes into consideration the Smart Planning Principles of Chapter 18B of the Iowa Code.

4. The City of Ankeny has fiscal and physical capabilities of providing municipal services to the annexation territory.

Consistent with the foregoing, the City of Ankeny has the fiscal and physical capabilities of providing substantial municipal services to the annexation territory:

a. Sanitary Sewer:

Existing sanitary sewer via the City of Ankeny is shown on the provided utility map. Currently, the City has a 15" sanitary trunk main that exists along the west side of SE Four Mile Drive, this line will serve the Crosswinds Trunk Sewer Connection District 1.

All sanitary sewer constructed within a development is the responsibility of the developer. Other sanitary sewer trunk mains that are extended to serve future development are often installed through connection fee districts. The established connection fees for the Crosswinds Trunk Sewer Connection District 1 are outlined below:

Effective Date	Sewer Connection Fee (per acre – 1 acre minimum)
Prior to and through December 31, 2008	$1,768
January 1, 2009	$1,835
January 1, 2010	$1,905
January 1, 2011	$1,977
January 1, 2012	$2,053
January 1, 2013	$2,131
January 1, 2014	$2,212
January 1, 2015	$2,296
January 1, 2016	$2,383
January 1, 2017 and thereafter	$2,473

b. Water:

Currently the City of Ankeny has a 12" water main installed along the east side of SE Four Mile Drive south to NE 54th Avenue. These current water mains along with the County or Des Moines Water Works water mains are shown on the provided utility map. These water mains will be extended into the annexation area to serve the future development at such time as this area develops. The developer is responsible for the construction of all water mains within their developments. The City will participate in cost sharing, paying for the over-sizing of water mains, for those mains to be installed that are 12" or larger and serve areas beyond the development. Also, larger water mains that are not located within a development, but are extended to serve development are often installed through a connection fee district.

c. Law Enforcement:

Ankeny has a professional law enforcement department headed by the Police Chief, and supported by a Criminal Division comprised of 1 captain, 1 lieutenant, 8 detectives, 1 police technician, 1 records supervisor, and 5 records clerks and the Operations Division comprised of 1 captain, 2 lieutenants, 5 sergeants, 34 police officers and 3 community service officers. The Criminal Division provides crime scene response and investigation, and records requests, and the Operations Division provides basic police services while responding to calls for service.

The annexation area can be expected to develop with low-density residential. The additional territory will impact police coverage areas, as does all new development. Members of the Ankeny Police Department regularly attend Technical Review Committee meetings, and coordinate with the Community Development Staff on design concerns. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

d. Fire and EMS:

All employees of the Ankeny Fire Department are public safety professionals who are trained in fire suppression, rescue and emergency medical services. The Fire Department provides Advanced Life Support (ALS) ambulances, fire suppression, extraction, boat-based water rescue, fire investigation, and other services 24 hours a day, 7 days per week via 3 fire stations. The Ankeny Fire Department's Emergency Medical Services Division provides Basic Life Support and Advanced Life Support service to the City of Ankeny, City of Alleman, City of Elkhart, and the surrounding area.

This annexation territory is currently located within the Delaware Township fire protection area. If annexed, a water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

e. Public Works:

The City of Ankeny has a fully staffed Public Works Department consisting of a Director and 44 full-time employees. The Public Works Department is comprised of Roadway Engineering, Operations, Storm Water and Environmental, and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

f. Community Development:

The City of Ankeny has a fully staffed Community Development Department consisting of a Director and 25 full-time employees. The Community Development Department is comprised of building, planning, permitting, rental housing, code enforcement and other related staff. These departments will oversee development of the annexation territory in accordance with the City's comprehensive plan and applicable ordinances. The Community Development Department's mission is to ensure that Ankeny is recognized as a safe and sustainable community. This ongoing effort is accomplished by managing city development in accordance with the Municipal Code, the Ankeny Comprehensive Plan, Plan and Zoning Commission recommendation and City Council policy; and by enforcing adopted construction, zoning, subdivision, housing and nuisance codes and ordinances.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

g. Municipal Utilities:

The City of Ankeny has a fully staffed Municipal Utilities Department consisting of a Director and 35 full-time employees. The Municipal Utilities Department is comprised of Development Engineering, Wastewater Utility, and Water Utility. These departments oversee the technical review process for private development within the City of Ankeny corporate limits, maintenance activities associated with wastewater collection system including two lift stations, activities related to the delivery of drinking water; including storage, pump stations and water mains.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

h. Library, Parks & Recreation:

The City of Ankeny has amenities such as the public library, multiple parks, the Albaugh Family Senior Center, and numerous recreation programs administered by the City's Parks and Recreation Department, which enhance the quality of life in Ankeny. The Parks and Recreation Department is staffed by a Director and 35 full-time employees, and the Library is staffed by a Director and 22 employees.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

i. Fiscal:

The City of Ankeny's bond rating is Aa1, and is currently bonded to 34% of its total bondable capacity. This high rating is due to its rapidly growing tax base; healthy financial profile characterized by prudent management, strong reserve levels, and significant revenue raising flexibility; elevated debt profile; and manageable exposure to unfunded pension liabilities based on participation in two statewide cost-sharing plans. These efforts recognized the City of Ankeny with the Distinguished Budget Presentation Award for fiscal year July 1, 2020. Ankeny's general fund levy of $6.05 per $1,000 of taxable property valuation remains the lowest of any sizable city in Polk County, and is significantly below the $8.10 statutory cap. Ankeny has a property tax levy of $9.95 per $1,000 of taxable property valuation, which is the lowest among the largest Iowa cities. Ankeny's FY22 budget marks the eighth straight year of property tax levy reductions. The City of Ankeny is professionally managed, fiscally sound, and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

F. <u>Urban Services Agreement and Boundary:</u>

The City of Ankeny currently has an urban service agreement with Polk City. This agreement is west of the City limits and would not apply to this annexation area. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

G. Combined Legal Descriptions:

The composite legal description of the annexation territory is listed in the annexation map included with this report. The annexation includes all abutting road right-of-way to the centerline of the adjacent road, specifically NE 54th Avenue, and SE Four Mile Drive.

H. Polk County Auditor Verification:

The City of Ankeny provided copies of the landowners' annexation petitions and legal descriptions, as well as a composite legal description of the entire annexation territory to the Polk County Auditor. The provided documents have been finalized.

I. Maps of the Annexation Territory and Two-Mile Notification Requirement:

The annexation territory is located within two miles of the urbanized area of the City of Des Moines and the City of Altoona. The annexation area is located approximately 0.72 miles away from Des Moines' corporate limits, and 1.75 miles from Altoona's corporate limits.

J. State-Owned and County-Owned Right-of-Way:

The annexation territory contains no State of Iowa right-of-way, but does contain approximately 4.157 acres (+/-) of Polk County right-of-way.

K. Certification of Compliance with Other Notice Requirements:

A consultation meeting was scheduled to be held on September 25, 2023. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors and Delaware Township Trustees; and by regular mail to Polk County Planning & Development, Saydel Community School District, and Ankeny Community School District. No members of the public attended the meeting. No written comments have been provided to staff. The parties involved in the consultation meeting have seven days from the date of the meeting to submit written comments regarding the proposed annexation.

L. Transition of Taxes:

The City of Ankeny is not offering property tax abatement with this annexation.

M. Identification of Non-Consenting Property Owners and Legal Descriptions:

The representation of non-consenting properties is outlined in the following table and legal descriptions below:

Non-Consenting Properties	Acreage
1: Richard W. & Peggy J. Groves	1.58
Total Non-Consenting Property Acreage	**1.58**

LEGAL DESCRIPTIONS:

1. **LEGACY HOUSBY, LLC**
   POLK COUNTY DISTRICT/PARCEL NUMBER: 190/00115-006-000
   LEGAL DESCRIPTION:
   THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND EXCEPT THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET, THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY BY WARRANTY DEED FILED JUNE 19, 1996 AND RECORDED IN BOOK 7426 PAGE 486, POLK COUNTY, IOWA.
   AREA OF PROPERTY 33.941 ACRES.

2. **RICHARD W. & PEGGY J. GROVES**
   POLK COUNTY DISTRICT/PARCEL NUMBER: 190/00115-005-000
   LEGAL DESCRIPTION:
   THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 79, RANGE 23 WEST OF THE 5TH P.M. POLK COUNTY, IOWA EXCEPT PUBLIC ROAD RIGHT OF WAY ON THE WEST SIDE THEREOF.
   AREA OF PROPERTY 1.58 ACRES.

N. Parcel Acreage and Percentage of Consenting, Non-Consenting, and Public Right-of-Way:

The following table outlines the acreage of each property, as well as road right-of-way, within the annexation territory:

Consenting Properties	Acreage
1: Legacy Housby, LLC	33.941
Total Consenting Property Acreage	**33.941**
Non-Consenting Properties	**Acreage**
1: Richard W. & Peggy J. Groves	1.58
Total Non-Consenting Property Acreage	**1.58**
Total Annexation (minus road right-of-way)	**35.521**
Polk County Road Right-of-Way	**4.157**
Total Annexation Acres	**39.678**

O. Map of Annexation Territory Related to the City of Ankeny:

Maps included depict the annexation territory, consenting landowners, public right-of-way, and the relationship of the annexation territory to Ankeny and surrounding cities.

P. Property Taxes:

The following table sets forth an example of the property tax implications between Polk County and the City of Ankeny for a current residential property with an assessed valuation of $150,000. The City of Ankeny will not be offering any property tax abatement with this annexation.

Jurisdiction	Valuation	Gross Tax
Polk County	$150,000	$3,010.05*
City of Ankeny	$150,000	$3,368.50*
*These numbers are an example and for reference only.		

Q. Impact on Other Governmental and Quasi-Governmental Entities:

If the annexation is approved, there will be no impact on any other governmental or quasi-governmental entities, except that the public water supply services will be transitioned from Des Moines Water Works to the City of Ankeny in accordance with the agreement for the transition of such services.

N

1 inch = 360 feet

Date: 10/6/2023

Legacy Housby Annexation
80/20 Voluntary Urbanized Annexation
Aerial Map

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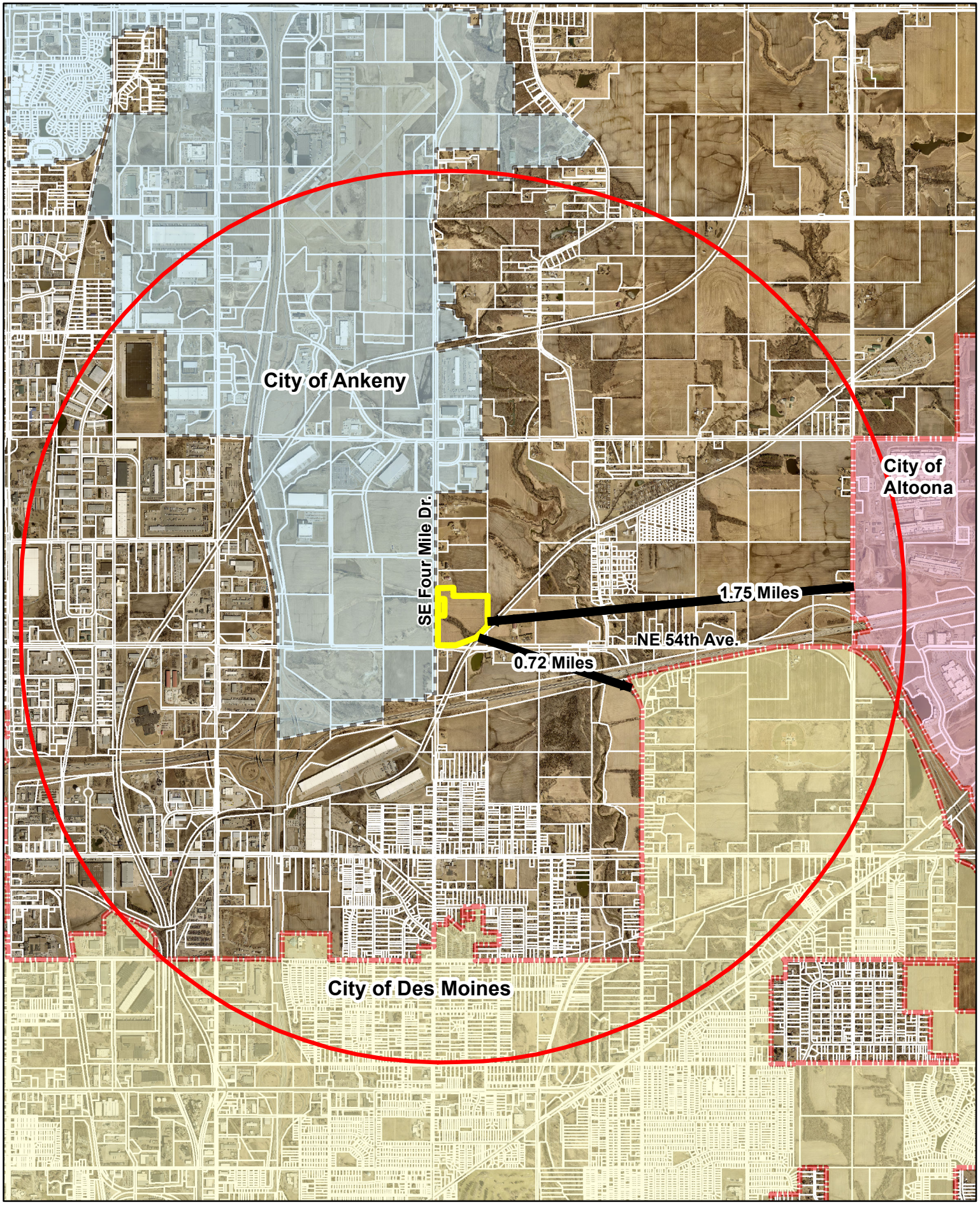

N

1 inch = 3,100 feet

Date: 10/10/2023

Legacy Housby Annexation
80/20 Voluntary Urbanized Annexation
Urbanized Proximity

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	Parcels	Acres	Percent
Petitioned Property	1	33.941	95.55
Non-Petitioned Property	1	1.58	4.45
Total	2	35.521	100%

N

1 inch = 330 feet

Date: 9/26/2023

Legacy Housby Annexation
80/20 Voluntary Urbanized Annexation
Petitioned Property & Ownership

Ankeny
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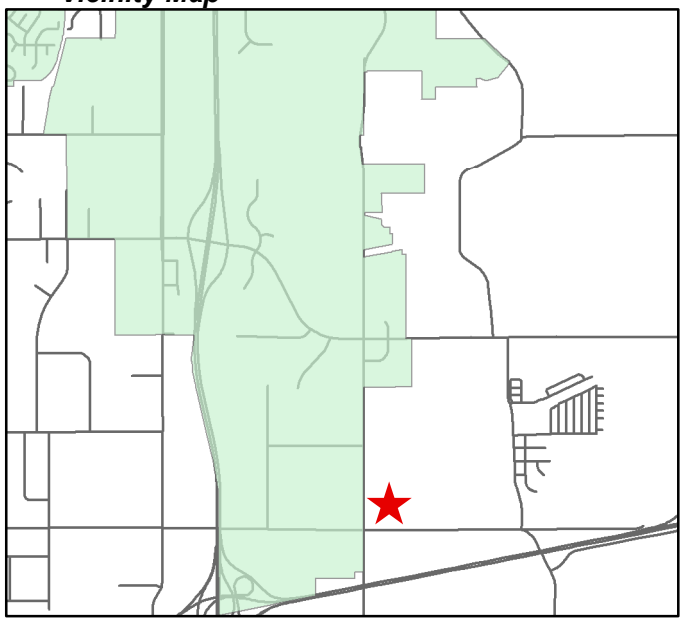
Vicinity Map

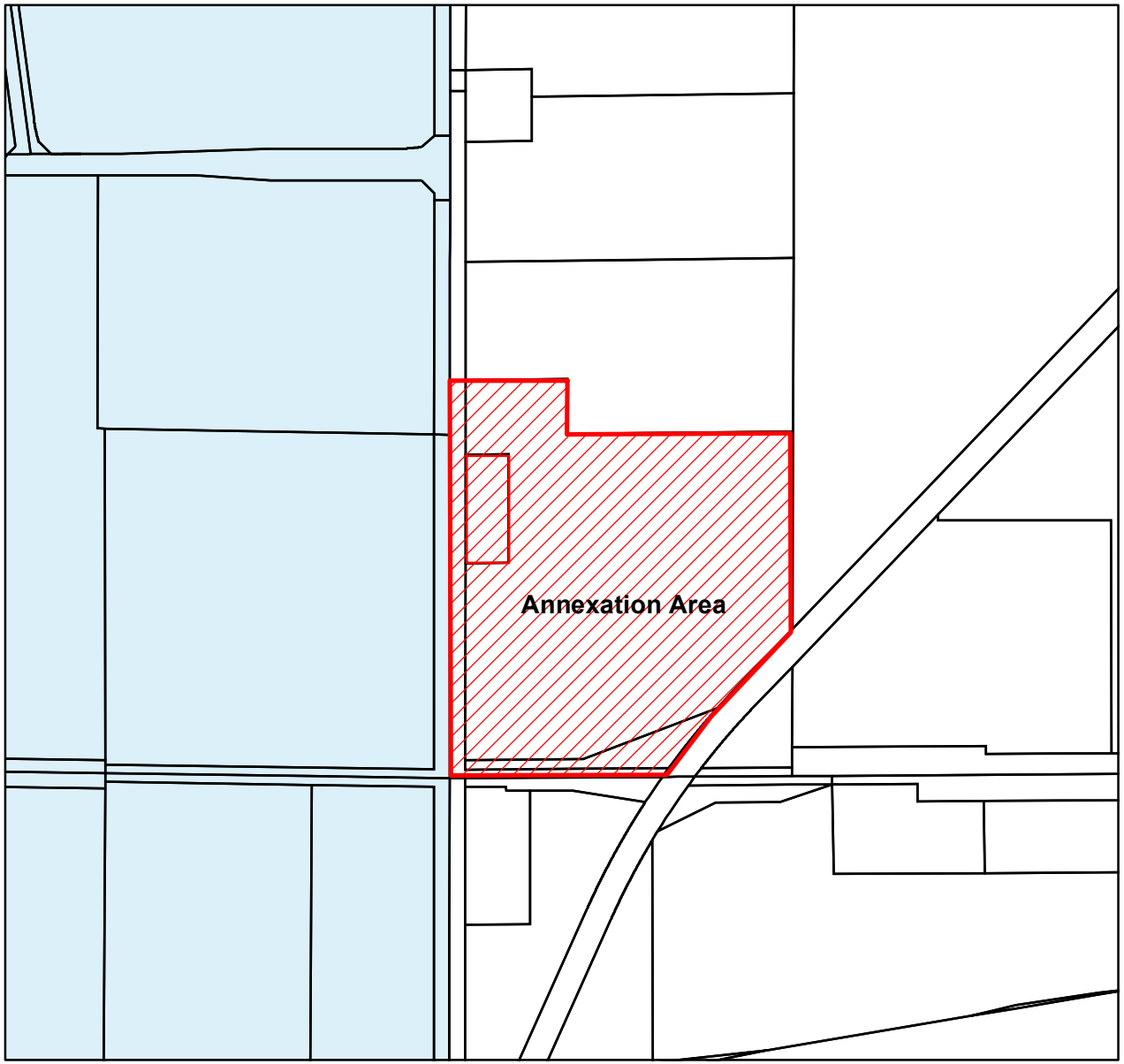


LEGAL DESCRIPTION:

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

ALL BEING IN POLK COUNTY, IOWA.

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 650.337 feet

Annexation Map

Property Owners:
Legacy Housby LLC, Richard W. & Peggy J. Groves

City of Ankeny	**Legacy Housby Annexation**	**Sheet No. 1 of 1**	City of Ankeny, Iowa Community Development Department Drawn By: LLH Checked by: Date: August 29, 2023

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City**.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned _____

_____

Legal Description *(if necessary, provide attachment)* see Exhibit A attached hereto

_____

_____

Property Owner(s): Legacy Housby, LLC, an Iowa limited liability company

Address: 4200 River Oaks Drive, Des Moines, Iowa 50312

Address: _____

Phone #: 515-360-7059

Signed by: _____ **Date:** 8/11/23

Property Owner Signature *

Patricia S. Housby, Manager

Name (Print/Type)

_____ **Date:** _____

Property Owners Signature

_____

Name (Print/Type)

_____ **Date:** _____

Property Owners Signature

_____

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

_____

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this 11 day of AUGUST, 2023, before me, a Notary Public in and for Polk County, personally appeared PATRICIA S. HOUSBY, to me personally known, who being by me duly sworn, did say that that person is the MANAGER (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that PATRICIA S. HOUSBY, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

NOTARIAL SEAL IOWA
TIMOTHY C HOGAN
Commission Number 160432
My Commission Expires
May 02, 2024

Applicant / Contact Timothy C. Hogan

Address: Hogan Law Office, 1717 Ingersoll Avenue, Suite 200, Des Moines, Iowa 50309

Phone #: 515-279-9059

Signed by: _____ **Date:** 8/1/23

Applicant/Contact

Timothy C. Hogan

Name (Print/Type)

***If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.**

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

The Annexation Application will not be considered complete unless it complies with all the submittal requirements.

EXHIBIT A

Legal Description of Property to be Annexed

The South 208.71 feet of the West 450.42 feet of the Northwest 1/4 of the Southwest 1/4 and Except the South 416 feet of the North 493 feet of the West 225 feet, that portion lying Northwest of the Union Pacific Railroad right-of-way of the Southwest 1/4 of the Southwest 1/4, all in Section 8, Township 79 North, Range 23 West of the 5th P.M., Polk County, Iowa, Except that part conveyed to Polk County by Warranty Deed filed June 19, 1996 and recorded in Book 7426 Page 486, Polk County, Iowa.

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov

FILED

Date	**10/7/2020 09:10 AM**
Corp No	**643888**
Cert No	**FT0076067**

Certificate of Organization - LLC

Information

CODE 489 DOMESTIC LIMITED LIABILITY COMPANY
Chapter

Legacy Housby, LLC
Name of Entity

10/7/2020 12:00:00 AM
Effective Date and Time

Perpetual
Expiration Date

No
Does the limited liability company hold an interest in agricultural land in Iowa?

Registered Agent and Registered Office Address

Charles E Cuttler
Full Name

1307 50TH STREET
Address1

Address2

City	State	Zip	Country
West Des Moines	IA	50266	USA

Principal office

3200 Jordan Grove
Address1

Address2

City	State	Zip	Country
West Des Moines	IA	50265	USA

Signature(s)

Organizer	Date
Timothy C Hogan	10/7/2020 9:09:02 AM

CERTIFICATE OF ORGANIZATION

OF

LEGACY HOUSBY, LLC

The undersigned, acting as organizer to form a limited liability company under the Revised Uniform Limited Liability Company Act, does sign, verify and deliver to the Secretary of State of the State of Iowa this Certificate of Organization.

ARTICLE I.
NAME OF COMPANY

The name of the limited liability company shall be Legacy Housby, LLC.

ARTICLE II.
REGISTERED OFFICE AND AGENT FOR SERVICE OF PROCESS

The address of the registered agent's office is 1307 50th Street, West Des Moines, Iowa 50266.

The name of the registered agent for service of process is Charles E. Cutler.

Dated: October 7, 2020.

Timothy C. Hogan, Organizer

OPERATING AGREEMENT

OF

LEGACY HOUSBY, LLC

ARTICLE I.
ORGANIZATION OF THE COMPANY

1.1 Formation. The parties to this Agreement, by execution of this Operating Agreement, hereby agree to the formation of Legacy Housby, LLC as an Iowa limited liability company pursuant to and in accordance with the Iowa Revised Uniform Limited Liability Company Act as amended from time to time. A Certificate of Organization has been filed with the Iowa Secretary of State. The Managers of the Company may take any such further action as they deem necessary to permit the Company to conduct business as a limited liability company in any other jurisdiction.

1.2 Principal Office. The principal office of the Company in the State of Iowa shall be located at 3200 Jordan Grove, West Des Moines, Iowa 50265. The Company may have such other offices, either within or without the State of Iowa, as the Members may designate or as the business of the Company may from time to time require.

1.3 Registered Agent. The initial registered agent for service of process on the Company, required by the Iowa Revised Uniform Limited Liability Company Act, to be maintained in the State of Iowa is Charles E. Cutler, whose address is 1307 50th Street, West Des Moines, Iowa 50266. The registered office and the registered agent for service of process may be changed from time to time by action of the Members and by filing the prescribed form with the Secretary of State of the State of Iowa.

1.4 Business of the Company. The Company may engage in any business permitted by Iowa law.

ARTICLE II.
MEETINGS

2.1 Meetings. Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by a Manager or by any of the Members.

2.2 Notice of Meeting. Written, email or telephonic notice stating the place, day and hour of the meeting and the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail or email, by or at the direction of a Manager to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings

thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.3 Quorum. At any meeting of the Members, a majority of the Units of the Company, as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than the majority of the Units are represented at a meeting, a majority of the Units so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.4 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

2.5 Voting by Certain Members. Certificates of Ownership standing in the name of a corporation, partnership or limited liability company may be voted by such officer, partner, member, manager, agent or proxy as the Bylaws or Operating Agreement of such entity may prescribe. Certificates of Ownership held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

2.6 Formal Action by Members. Ordinarily, the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members. Upon demand of any Member, voting on a particular issue may be in accordance with the Members' Units in the Company.

2.7 Procedure. A Manager of the Company shall preside at meetings of the Members, may move or second any item of business but shall not vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement. This provision is not intended to limit or restrict a Manager of the Company from voting upon matters in his capacity as a Member.

2.8 Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

2.9 Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof.

2.10 Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE III.
CERTIFICATES OF OWNERSHIP AND THEIR TRANSFER

3.1 Certificates. Certificates of Ownership representing each Member's ownership of Units in the Company shall be in such form as shall be determined by the Members. Such Certificates of Ownership shall be signed by a Manager. All Certificates of Ownership shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Certificates of Ownership are issued, with the number of Units issued, shall be entered in the Register of Certificates of the Company. In case of a lost, destroyed or mutilated Certificate of Ownership, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.

3.2 Initial Capital Contributions. The initial capital contributions to the Company by the Members shall be as set forth on Schedule A attached hereto and incorporated herein by this reference.

3.3 Additional Capital Contributions. Members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the Company, provided, however, that in the event that any Member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other Members or any one of them may contribute the additional capital not paid in by such refusing Member and shall receive therefore additional Units of the Company in direct proportion to the additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing Member shall be available proportionately or in such proportions as the remaining Members may agree.

3.4 Additional Members. The existing Members may, upon a majority vote, admit additional Members to the Company. The new Members of the Company shall have all of the rights and obligations of a Member under the Operating Agreement.

3.5 Transfers of Units. Any Member proposing a transfer or assignment of his Units in the Company shall first notify the Company, in writing, of all the details and consideration for the proposed transfer or assignment. The Company, for the benefit of the remaining Members, shall have the first right to acquire the Units under the same terms and conditions first proposed

by the withdrawing Member. If the Company declines to elect such option, the remaining Members desiring to participate may proportionately (or in such proportions as the remaining Members may agree) purchase the Units under the same terms and conditions first proposed by the withdrawing Member. The election of both the Company and the remaining Members shall be exercised within ten (10) days after the date of notification to the Company.

If the transfer or assignment is made as originally proposed and the other Members fail to approve the transfer or assignment by unanimous written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

ARTICLE IV.
FISCAL YEAR, BOOKS AND RECORDS

4.1 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.

4.2 Books and Records. The books and records of the Company shall be kept at the principal office of the Company or at such other places, as the Managers shall from time to time determine.

4.3 Right of Inspection. Any Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member.

4.4 Financial Records. All financial records shall be maintained and reported based on generally acceptable accounting practices.

ARTICLE V.
DISTRIBUTION OF PROFITS

5.1 Distribution of Profits. Distributions will be made at the discretion of the Managers. Any distributions made will be pro rata in proportion to the respective ownership interests of the Members. No distribution will be declared or paid if the Company is unable to pay its debts or the Company's total assets would be less than the sum of its liabilities.

ARTICLE VI.
MANAGEMENT OF THE COMPANY

6.1 Management. The Company's business activities and the management of its affairs shall be exercised and conducted exclusively by the Managers, who shall have authority to act for the Company in all matters, and those persons selected from time to time by the Managers to perform such other services as may from time to time be required. Except as otherwise set forth in this Operating Agreement, the Members shall not participate in the management of the Company or have any power or authority to bind the Company. The words "Manager" and/or "Managers" shall be used interchangeably throughout this Agreement regardless of the number of Managers that are ultimately elected.

6.2 Managers. The Company shall initially be managed by one (1) Manager, **Patricia S. Housby**, which number may be changed from time to time by the Members of the Company. Each Manager shall have an equal right, power and authority with the other Managers in management and operation of the activities of the Company. In the event of a difference arising among the Managers as to a matter in the ordinary course of the activities of the Company, such difference shall be decided by a majority of the Managers.

6.3 Election and Tenure. The Managers of the Company shall be elected by majority vote of the Members. Managers need not be selected from among the Members. Each Manager shall hold office from date of election until death, resignation or removal.

6.4 Resignations and Removal. Any Manager may resign at any time by giving written notice to the other Managers, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed at any time by the Members with or without cause. The Members may, at their discretion, elect a new Manager to replace the resigning or removed Manager at a meeting called for such purpose.

6.5 Salaries. The salaries of the Managers (if any) shall be fixed from time to time by the Members and no Manager shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

6.6 Deposits. All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Managers may select.

6.7 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by any Manager.

6.8 Loans. Loans may be contracted on behalf of the Company by any Manager.

6.9 Contracts. Any Manager may enter into any contract or execute any instrument in the name of and on behalf of the Company.

6.10 Real Estate Transactions. Any Manager may execute any deed or other instrument relating to the purchase or sale of real estate in the name of and on behalf of the Company.

6.11 Accountant. One or more accountant(s) may be selected from time to time by the Managers to perform such tax and accounting services as may from time to time be required.

6.12 Legal Counsel. One or more attorney(s) at law may be selected from time to time by the Managers to perform such other services as may from time to time be required.

ARTICLE VII.
MISCELLANEOUS

7.1 Notice. Any notice required or permitted to be given pursuant to the provisions of the Iowa Revised Uniform Limited Liability Company Act, the Certificate of Organization of the Company or this Operating Agreement shall be effective as of the date personally delivered; or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Company; or if sent by email, on the date the email was sent.

7.2 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the Iowa Revised Uniform Limited Liability Company Act, the Certificate of Organization of the Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

7.3 Indemnification By Company. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.4 Indemnification Funding. The Company shall fund the indemnification obligations provided by Section 7.3 in such manner and to such extent as the Members may from time to time deem proper.

7.5 Duality of Interest Transactions. Managers and Members of this Company have a duty of honesty to this Company in all matters affecting this Company's interests. Managers and Members may hold interests in and manage entities engaged in business similar to the Company.

7.6 Anticipated Transactions. Notwithstanding the provision of Section 7.5, it is anticipated that the Members may from time to time have other legal and financial relationships outside of the Company and/or participate in contracts and transactions outside of their membership in the Company.

7.7 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

7.8 Articles and other Headings. The Articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.

7.9 Reimbursement of Managers and Members. Managers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

7.10 Authority. Each person executing this Operating Agreement has the legal capacity with full power and authority to execute this Operating Agreement on behalf of the Member they represent and this Operating Agreement has been duly authorized, approved and ratified by each respective entity Member and is therefore binding on such entity Member.

ARTICLE VIII.
TERMINATION AND DISSOLUTION

8.1 Events Requiring Termination and Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) The occurrence of any event which would make unlawful the continuing existence of the Company; or

(b) The affirmative action of its Members.

8.2 Business After Dissolution. After dissolution, the Company shall not engage in any business except that necessary to wind up the Company's affairs and to protect the value of and distribute the Company's assets.

8.3 Profits and Losses During Winding Up. Profits and losses earned or incurred during the course of the winding up of the Company shall be credited or debited to the Members in the same proportion as before dissolution.

8.4 Management of the Company After Dissolution. The management of the Company after dissolution shall be the same as provided in this Operating Agreement for the Company prior to dissolution.

8.5 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be distributed in the following order:

(a) To creditors, including the Members who are creditors (to the extent permitted by law) in satisfaction of the liabilities of the Company, other than for distributions to Members under the Iowa Revised Uniform Limited Liability Company Act.

(b) To the Members in satisfaction of liabilities for distributions under the Iowa Revised Uniform Limited Liability Company Act.

(c) To the Members of the Company.

8.6 Certificate of Dissolution. When all debts, liabilities and obligations have been paid and discharged or reasonably adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed and filed with the Iowa Secretary of State. Thereafter, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as may be expressly provided in the Iowa Revised Uniform Limited Liability Company Act. The Managers shall thereafter have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE IX.
AMENDMENTS

9.1 Amendments. This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by majority vote of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

CERTIFICATION

THE UNDERSIGNED, being all of the Members of the Company, hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company.

DATED this 7th day of October, 2020.

By: _____
Patricia S. Housby, Trustee of the Patricia Sargent Housby Family Trust

SCHEDULE A

Member and Address	Initial Capital Contributions	Units	Certificate Number	Date
Patricia S. Housby, Trustee of the Patricia Sargent Housby Family Trust 3200 Jordan Grove West Des Moines, IA 50265	$100.00	100	1	10/07/2020

CONSENT TO ACTIONS TAKEN

IN LIEU OF AN ORGANIZATIONAL MEETING OF THE MEMBERS

OF

LEGACY HOUSBY, LLC

THE UNDERSIGNED, being the Members of Legacy Housby, LLC, a limited liability company (the "Company") duly organized and existing under the laws of the State of Iowa, pursuant to the provisions of the Iowa Revised Uniform Limited Liability Company Act, do hereby consent, adopt and subscribe to the following resolutions by unanimous written consent, which consent shall have the same force and effect as a unanimous vote by the Members in lieu of holding an organizational meeting of the Company.

WHEREAS, the proposed draft of Operating Agreement prepared by counsel for the Company has been reviewed and should be adopted as the Operating Agreement for the Company.

WHEREAS, the proposed form of Certificate of Ownership prepared by counsel for the Company has been reviewed and should be adopted for use by the Company.

NOW THEREFORE RESOLVED, that the proposed draft of Operating Agreement is adopted as the Operating Agreement of the Company.

FURTHER RESOLVED, that Patricia S. Housby is elected to serve as Manager of the Company until death, resignation or removal as provided in the Operating Agreement of the Company.

FURTHER RESOLVED, that the proposed form of Certificate of Ownership is adopted for use by the Company and that the Manager is authorized and directed to prepare and issue Certificates of Ownership for Units in the Company as follows:

Member	Units	Certificate Number	Percentage
Patricia S. Housby, Trustee of the Patricia Sargent Housby Family Trust	100	1	100%

FURTHER RESOLVED, that the Managers are authorized and directed to execute a resolution and other documents reasonably necessary to conduct business with a bank for the Company and when so executed the documents will become a binding obligation on the Company.

FURTHER RESOLVED, that the Registered Agent of the Company is authorized, directed and empowered to sign the Biennial Report of the Company and to file the same with the Secretary of State of the State of Iowa.

DATED this 7th day of October, 2020.

By: _____
Patricia S. Housby, Trustee of the Patricia Sargent Housby Family Trust

Consultation Meeting Report

Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

MICKEY L. WISE, CLERK
DELAWARE TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

TED GRIFFIEON, TRUSTEE
DELAWARE TOWNSHIP
6561 NE 46th STREET
ALTOONA, IA 50009

DEBBIE S. WISE, TRUSTEE
DELAWARE TOWNSHIP
3960 NE 46TH STREET
DES MOINES, IA 50317

DARYL BARNARD, TRUSTEE
DELAWARE TOWNSHIP
3964 NE 49TH STREET
DES MOINES, IA 50317

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

TODD A. MARTIN, SUPERINTENDENT
SAYDEL COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
5740 NE 14TH STREET
DES MOINES, IA 50313

DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL STREET
ANKENY IA, 50023

Meeting Date: SEPTEMBER 25, 2023 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
LAURA HUTZELL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT

Written comments received: *None received*

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-61: Proposed NW Northlawn Area Utility Improvements - Phase 3

EXECUTIVE SUMMARY:

The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2nd Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1st Street to NW 3rd Street in the Northlawn neighborhood in the City of Ankeny.

The improvements include approximately 3,250 SY of 7” thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, November 14, 2023. Ten (10) bids were received as follows:

1. Absolute Concrete Construction Inc. dba Absolute Group $ 1,122,982.75
2. Rognes Corp. $ 1,252,999.70
3. J & K Contracting . $ 1,351,199.00
4. On Track Construction, LLC. $ 1,478,756.00
5. KLC Construction, LLC. $ 1,662,738.00
6. Evolution Contracting $ 1,697,753.25
7. Brothers Concrete $ 1,733,063.50
8. Reilly Construction Co., Inc. $ 1,734,109.00
9. Granite Excavation $ 2,071,048.00
10. CJ Moyna & Sons, LLC $ 2,077,012.25

The Engineer's Estimate for the project was $ 1,727,593.00. The bids ranged from approximately 35% below to 20% above the estimate. Absolute Concrete Construction Inc. dba Absolute Group has completed similar underground utility projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the NW Northlawn Area Utility Improvements - Phase 3 project to Absolute Concrete Construction Inc. dba Absolute Group of Granger, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 18, 2024 and no later than April 8, 2024.

The Contractor shall substantially complete the overall project in 120 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($1,727,593.00), and enhancement of payment.

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the NW Northlawn Area Utility Improvements - Phase 3 project.

3. Receive and file the report of bids received on November 14, 2023.

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

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction Inc. dba Absolute Group in the amount of $ 1,122,982.75.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

October 16, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as November 14, 2023, and setting the public hearing date as November 20, 2023.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on September 6, 2023. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-61.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2023-61 5:30 P.M. NOVEMBER 20, 2023

PROPOSED NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the NW Northlawn Area Utility Improvements – Phase 3 project. Notice of this hearing was published in the Des Moines Register on the 3rd day of November, 2023.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

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

After Report:

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

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

- Consider **MOTION** to close Public Hearing 2023-61.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS – 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 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

WHEREAS, on the **16th** day of **October**, 2023, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk for the construction of certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3; and

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

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

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

Section 2. If the Contractor achieves substantial completion of the overall project on or before September 13, 2024, an enhancement of payment in the amount of Sixty Thousand Dollars ($60,000) will be issued to the Contractor.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
11-20-23

BID LETTING 10:30 A.M. NOVEMBER 14, 2023

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW Northlawn Area Utility Improvements – Phase 3 project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 1,727,593.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	1,733,063.50	
2) ✓	KLC Construction LLC 2235 Payton Rd Corydon IA 50060	1,662,738.00	
3) ✓	Rognes Corp 1609 N Ankeny Blvd Ste 210 Ankeny IA 50023	1,253,000.00	
4) ✓	On Track Construction LLC 1435 West F Ave Nevada IA 50201	1,478,756.00	
5) ✓ *	Absolute Group PO Box 430 Granger IA 50109	1,122,982.75	
6) ✓	C.J. Moyna + Sons 24412 Hwy 13 Elkader IA 52043	2,077,012.25	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Evolution Contracting PO Box 160 Indianola, IA 50125	1,699,193.25	
8) ✓	Granite Excavating 1212 E Walnut St Unit A Elkhart IA 50073	2,071,048.00	
9) ✓	J+K Contracting 10703 Justin Dr Urbandale IA 50322	1,351,199.00	
10) ✓	Reilly Construction Co. Inc 110 main St Ossain IA 52161	1,734,109.00	
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of November 20, 2023 at 5:30 P.M.

Mark Mueller 11/14/23
Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						1		2		3	
				ENGINEER'S ESTIMATE		Absolute Concrete Construction Inc. Granger, Iowa		Rognes Corp. Ankeny, Iowa		J & K Contracting Urbandale, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 4,800.00	$ 4,800.00	$ 4,920.00	$ 4,920.00	$ 5,000.00	$ 5,000.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 43.25	$ 17,300.00	$ 30.00	$ 12,000.00	$ 60.00	$ 24,000.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 20.00	$ 26,000.00	$ 22.00	$ 28,600.00	$ 18.00	$ 23,400.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 3.15	$ 12,521.25	$ 2.90	$ 11,527.50	$ 3.00	$ 11,925.00
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 4.55	$ 4,550.00	$ 3.40	$ 3,400.00	$ 10.00	$ 10,000.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 12.00	$ 47,700.00	$ 10.00	$ 39,750.00	$ 15.00	$ 59,625.00
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,600.00	$ 2,600.00	$ 5,445.00	$ 5,445.00	$ 8,500.00	$ 8,500.00
	TRENCH EXCAVATION AND BACKFILL										
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,750.00	$ 2,750.00	$ 5,445.00	$ 5,445.00	$ 3,350.00	$ 3,350.00
	SEWERS AND DRAINS										
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 81.75	$ 86,818.50	$ 156.00	$ 165,672.00	$ 85.00	$ 90,270.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 154.00	$ 24,948.00	$ 194.00	$ 31,428.00	$ 145.00	$ 23,490.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 79.50	$ 52,152.00	$ 103.00	$ 67,568.00	$ 125.00	$ 82,000.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 10.50	$ 11,151.00	$ 22.00	$ 23,364.00	$ 18.00	$ 19,116.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 3,450.00	$ 3,450.00	$ 2,750.00	$ 2,750.00	$ 2,700.00	$ 2,700.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 1,800.00	$ 1,800.00	$ 2,080.00	$ 2,080.00	$ 1,700.00	$ 1,700.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 8.00	$ 1,296.00	$ 43.00	$ 6,966.00	$ 9.00	$ 1,458.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 66.00	$ 16,236.00	$ 108.00	$ 26,568.00	$ 75.00	$ 18,450.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 19.00	$ 1,254.00	$ 22.00	$ 1,452.00	$ 20.00	$ 1,320.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 32.00	$ 60,864.00	$ 40.00	$ 76,080.00	$ 25.00	$ 47,550.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 2,385.00	$ 7,155.00	$ 1,400.00	$ 4,200.00	$ 3,000.00	$ 9,000.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 420.00	$ 4,200.00	$ 349.00	$ 3,490.00	$ 250.00	$ 2,500.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 59.00	$ 18,054.00	$ 40.00	$ 12,240.00	$ 50.00	$ 15,300.00
	WATER MAIN AND APPURTENANCES										
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 92.00	$ 920.00	$ 127.00	$ 1,270.00	$ 145.00	$ 1,450.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 45.50	$ 51,369.50	$ 86.00	$ 97,094.00	$ 65.00	$ 73,385.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 688.00	$ 1,376.00	$ 899.00	$ 1,798.00	$ 1,100.00	$ 2,200.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 825.00	$ 825.00	$ 407.00	$ 407.00	$ 800.00	$ 800.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 1,020.00	$ 1,020.00	$ 1,010.00	$ 1,010.00	$ 1,500.00	$ 1,500.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 910.00	$ 910.00	$ 911.00	$ 911.00	$ 1,400.00	$ 1,400.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 400.00	$ 400.00	$ 340.00	$ 340.00	$ 750.00	$ 750.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 1,270.00	$ 17,780.00	$ 1,905.00	$ 26,670.00	$ 2,700.00	$ 37,800.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 1,885.00	$ 18,850.00	$ 2,300.00	$ 23,000.00	$ 4,200.00	$ 42,000.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 12.00	$ 13,368.00	$ 18.00	$ 20,052.00	$ 20.00	$ 22,280.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 2,515.00	$ 10,060.00	$ 2,260.00	$ 9,040.00	$ 2,900.00	$ 11,600.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 7,385.00	$ 22,155.00	$ 6,615.00	$ 19,845.00	$ 8,300.00	$ 24,900.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 600.00	$ 600.00	$ 719.00	$ 719.00	$ 900.00	$ 900.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 17.50	$ 32,147.50	$ 18.00	$ 33,066.00	$ 16.00	$ 29,392.00
	STRUCTURES FOR SANITARY AND STORM										
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 6,750.00	$ 27,000.00	$ 6,160.00	$ 24,640.00	$ 7,800.00	$ 31,200.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 5,125.00	$ 10,250.00	$ 5,015.00	$ 10,030.00	$ 6,500.00	$ 13,000.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 8,025.00	$ 16,050.00	$ 7,420.00	$ 14,840.00	$ 10,000.00	$ 20,000.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 1,675.00	$ 1,675.00	$ 2,095.00	$ 2,095.00	$ 1,900.00	$ 1,900.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 1,275.00	$ 1,275.00	$ 965.00	$ 965.00	$ 2,800.00	$ 2,800.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 850.00	$ 3,400.00	$ 1,080.00	$ 4,320.00	$ 950.00	$ 3,800.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 575.00	$ 1,150.00	$ 719.00	$ 1,438.00	$ 850.00	$ 1,700.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 875.00	$ 875.00	$ 180.00	$ 180.00	$ 500.00	$ 500.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		1 Absolute Concrete Construction Inc. Granger, Iowa		2 Rognes Corp. Ankeny, Iowa		3 J & K Contracting Urbandale, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 57.00	$ 185,250.00	$ 55.50	$ 180,375.00	$ 60.00	$ 195,000.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,840.00	$ 3,840.00	$ 4,000.00	$ 4,000.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 6.00	$ 5,100.00	$ 7.50	$ 6,375.00	$ 7.50	$ 6,375.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 6.00	$ 4,920.00	$ 7.50	$ 6,150.00	$ 9.00	$ 7,380.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 58.00	$ 46,342.00	$ 44.00	$ 35,156.00	$ 50.00	$ 39,950.00
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 85.00	$ 5,610.00	$ 51.00	$ 3,366.00	$ 75.00	$ 4,950.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 66.00	$ 3,960.00	$ 56.00	$ 3,360.00	$ 60.00	$ 3,600.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 63.00	$ 56,574.00	$ 63.00	$ 56,574.00	$ 65.00	$ 58,370.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 13.00	$ 5,200.00	$ 14.00	$ 5,600.00	$ 30.00	$ 12,000.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 6.00	$ 18,888.00	$ 9.00	$ 28,332.00	$ 9.00	$ 28,332.00
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 18,340.00	$ 18,340.00	$ 11,000.00	$ 11,000.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 307.00	$ 1,842.00	$ 150.00	$ 900.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 50.00	$ 1,000.00	$ 51.00	$ 1,020.00	$ 110.00	$ 2,200.00
	SITE WORK AND LANDSCAPING										
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 600.00	$ 600.00	$ 769.00	$ 769.00	$ 6,650.00	$ 6,650.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 1.75	$ 2,975.00	$ 2.20	$ 3,740.00	$ 1.75	$ 2,975.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 0.50	$ 850.00	$ 0.30	$ 510.00	$ 0.50	$ 850.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 3,895.00	$ 3,895.00	$ 5,500.00	$ 5,500.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 410.00	$ 1,640.00	$ 500.00	$ 2,000.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 200.00	$ 2,400.00	$ 154.00	$ 1,848.00	$ 200.00	$ 2,400.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 25.00	$ 600.00	$ 26.00	$ 624.00	$ 25.00	$ 600.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 82.00	$ 1,312.00	$ 84.00	$ 1,344.00	$ 90.00	$ 1,440.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 65.00	$ 1,040.00	$ 67.00	$ 1,072.00	$ 70.00	$ 1,120.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 70,000.00	$ 70,000.00	$ 13,983.00	$ 13,983.00	$ 136,000.00	$ 136,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 7,750.00	$ 7,750.00	$ 2,560.00	$ 2,560.00	$ 650.00	$ 650.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 500.00	$ 3,000.00	$ 1,515.00	$ 9,090.00	$ 1,500.00	$ 9,000.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 9.00	$ 7,812.00	$ 17.00	$ 14,756.00	$ 20.00	$ 17,360.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 2,200.00	$ 2,200.00	$ 4,610.00	$ 4,610.00	$ 2,500.00	$ 2,500.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 4.00	$ 8,744.00	$ 6.20	$ 13,553.20	$ 1.00	$ 2,186.00
			TOTAL BID:		$ 1,727,593.00		$ 1,122,982.75		$ 1,252,999.70		$ 1,351,199.00
			BID SECURITY:				10%		10%		10%

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						4		5		6	
				ENGINEER'S ESTIMATE		On Track Construction, LLC. Nevada, Iowa		KLC Construction, LLC. Corydon, Iowa		Evolution Contracting Grimes, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 16,500.00	$ 16,500.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 30.00	$ 12,000.00	$ 90.00	$ 36,000.00	$ 54.00	$ 21,600.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 25.00	$ 32,500.00	$ 30.00	$ 39,000.00	$ 17.50	$ 22,750.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 2.00	$ 7,950.00	$ 6.00	$ 23,850.00	$ 5.25	$ 20,868.75
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 6.00	$ 6,000.00	$ 10.00	$ 10,000.00	$ 6.00	$ 6,000.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 13.00	$ 51,675.00	$ 16.00	$ 63,600.00	$ 14.62	$ 58,114.50
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 5,400.00	$ 5,400.00
	TRENCH EXCAVATION AND BACKFILL										
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 3,700.00	$ 3,700.00	$ 20,000.00	$ 20,000.00	$ 9,700.00	$ 9,700.00
	SEWERS AND DRAINS										
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 185.00	$ 196,470.00	$ 89.00	$ 94,518.00	$ 174.00	$ 184,788.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 252.00	$ 40,824.00	$ 160.00	$ 25,920.00	$ 204.00	$ 33,048.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 130.00	$ 85,280.00	$ 50.00	$ 32,800.00	$ 197.50	$ 129,560.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 20.00	$ 21,240.00	$ 20.00	$ 21,240.00	$ 24.50	$ 26,019.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 5,650.00	$ 5,650.00	$ 5,000.00	$ 5,000.00	$ 5,749.00	$ 5,749.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 3,150.00	$ 3,150.00	$ 6,000.00	$ 6,000.00	$ 4,750.00	$ 4,750.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 15.00	$ 2,430.00	$ 70.00	$ 11,340.00	$ 21.50	$ 3,483.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 95.00	$ 23,370.00	$ 100.00	$ 24,600.00	$ 163.50	$ 40,221.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 30.00	$ 1,980.00	$ 50.00	$ 3,300.00	$ 44.50	$ 2,937.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 52.00	$ 98,904.00	$ 35.00	$ 66,570.00	$ 46.00	$ 87,492.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 700.00	$ 2,100.00	$ 5,000.00	$ 15,000.00	$ 2,215.00	$ 6,645.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 500.00	$ 5,000.00	$ 2,000.00	$ 20,000.00	$ 687.00	$ 6,870.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 103.00	$ 31,518.00	$ 30.00	$ 9,180.00	$ 97.00	$ 29,682.00
	WATER MAIN AND APPURTENANCES										
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 440.00	$ 4,400.00	$ 100.00	$ 1,000.00	$ 1,206.00	$ 12,060.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 60.00	$ 67,740.00	$ 70.00	$ 79,030.00	$ 82.00	$ 92,578.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 1,450.00	$ 2,900.00	$ 4,000.00	$ 8,000.00	$ 1,866.00	$ 3,732.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 1,150.00	$ 1,150.00	$ 2,000.00	$ 2,000.00	$ 3,066.00	$ 3,066.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 1,969.00	$ 1,969.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 1,450.00	$ 1,450.00	$ 4,500.00	$ 4,500.00	$ 4,094.00	$ 4,094.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 1,175.00	$ 1,175.00	$ 2,000.00	$ 2,000.00	$ 3,056.00	$ 3,056.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 1,800.00	$ 25,200.00	$ 1,000.00	$ 14,000.00	$ 3,480.00	$ 48,720.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 2,500.00	$ 25,000.00	$ 1,000.00	$ 10,000.00	$ 4,095.00	$ 40,950.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 16.50	$ 18,381.00	$ 20.00	$ 22,280.00	$ 10.00	$ 11,140.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 2,750.00	$ 11,000.00	$ 5,000.00	$ 20,000.00	$ 2,778.00	$ 11,112.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 7,200.00	$ 21,600.00	$ 13,000.00	$ 39,000.00	$ 9,719.00	$ 29,157.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	$ 2,500.00	$ 2,500.00	$ 2,255.00	$ 2,255.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 16.00	$ 29,392.00	$ 20.00	$ 36,740.00	$ 40.00	$ 73,480.00
	STRUCTURES FOR SANITARY AND STORM										
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 7,650.00	$ 30,600.00	$ 10,000.00	$ 40,000.00	$ 7,328.00	$ 29,312.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 5,885.00	$ 11,770.00	$ 8,000.00	$ 16,000.00	$ 5,809.00	$ 11,618.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00	$ 9,455.00	$ 18,910.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	$ 5,000.00	$ 5,000.00	$ 1,732.00	$ 1,732.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,750.00	$ 2,750.00	$ 7,000.00	$ 7,000.00	$ 4,084.00	$ 4,084.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 1,102.00	$ 4,408.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 2,000.00	$ 4,000.00	$ 2,204.00	$ 4,408.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 375.00	$ 375.00	$ 1,000.00	$ 1,000.00	$ 2,255.00	$ 2,255.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						4		5		6	
				ENGINEER'S ESTIMATE		On Track Construction, LLC. Nevada, Iowa		KLC Construction, LLC. Corydon, Iowa		Evolution Contracting Grimes, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 56.00	$ 182,000.00	$ 65.00	$ 211,250.00	$ 61.62	$ 200,265.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 9,418.00	$ 9,418.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 15.50	$ 13,175.00	$ 40.00	$ 34,000.00	$ 14.00	$ 11,900.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 17.00	$ 13,940.00	$ 40.00	$ 32,800.00	$ 14.00	$ 11,480.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 46.00	$ 36,754.00	$ 50.00	$ 39,950.00	$ 49.00	$ 39,151.00
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 70.00	$ 4,620.00	$ 80.00	$ 5,280.00	$ 75.00	$ 4,950.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 56.00	$ 3,360.00	$ 80.00	$ 4,800.00	$ 59.00	$ 3,540.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 60.00	$ 53,880.00	$ 80.00	$ 71,840.00	$ 65.00	$ 58,370.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 25.00	$ 10,000.00	$ 100.00	$ 40,000.00	$ 29.50	$ 11,800.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 13.00	$ 40,924.00	$ 25.00	$ 78,700.00	$ 14.00	$ 44,072.00
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 18,000.00	$ 18,000.00	$ 20,000.00	$ 20,000.00	$ 10,709.00	$ 10,709.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 1,000.00	$ 6,000.00	$ 162.00	$ 972.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 50.00	$ 1,000.00	$ 1,000.00	$ 20,000.00	$ 108.00	$ 2,160.00
	SITE WORK AND LANDSCAPING										
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 600.00	$ 600.00	$ 15,000.00	$ 15,000.00	$ 1,077.00	$ 1,077.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 1.80	$ 3,060.00	$ 5.00	$ 8,500.00	$ 2.50	$ 4,250.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 0.50	$ 850.00	$ 4.00	$ 6,800.00	$ 0.50	$ 850.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 5,050.00	$ 5,050.00	$ 7,000.00	$ 7,000.00	$ 4,305.00	$ 4,305.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 505.00	$ 2,020.00	$ 1,000.00	$ 4,000.00	$ 485.00	$ 1,940.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 202.00	$ 2,424.00	$ 500.00	$ 6,000.00	$ 162.00	$ 1,944.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 25.00	$ 600.00	$ 100.00	$ 2,400.00	$ 27.00	$ 648.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 220.00	$ 3,520.00	$ 1,000.00	$ 16,000.00	$ 232.00	$ 3,712.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 165.00	$ 2,640.00	$ 800.00	$ 12,800.00	$ 175.00	$ 2,800.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 109,000.00	$ 109,000.00	$ 50,000.00	$ 50,000.00	$ 78,000.00	$ 78,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 19,680.00	$ 19,680.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 1,000.00	$ 6,000.00	$ 1,000.00	$ 6,000.00	$ 450.00	$ 2,700.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 15.00	$ 13,020.00	$ 40.00	$ 34,720.00	$ 16.00	$ 13,888.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,690.00	$ 2,690.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 7.50	$ 16,395.00	$ 5.00	$ 10,930.00	$ 6.50	$ 14,209.00
			TOTAL BID:		$ 1,727,593.00		$ 1,478,756.00		$ 1,662,738.00		$ 1,697,753.25
			BID SECURITY:				10%		10%		10%

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						7		8		9	
				ENGINEER'S ESTIMATE		Brothers Concrete Des Moines, Iowa		Reilly Construction Co., Inc. Ossian, Iowa		Granite Excavation Polk City, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 30.00	$ 12,000.00	$ 150.00	$ 60,000.00	$ 64.00	$ 25,600.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 25.00	$ 32,500.00	$ 70.00	$ 91,000.00	$ 17.00	$ 22,100.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 2.50	$ 9,937.50	$ 9.00	$ 35,775.00	$ 3.00	$ 11,925.00
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 10.00	$ 10,000.00	$ 5.00	$ 5,000.00	$ 10.00	$ 10,000.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 14.00	$ 55,650.00	$ 17.00	$ 67,575.00	$ 16.00	$ 63,600.00
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 5,750.00	$ 5,750.00	$ 5,340.00	$ 5,340.00
	TRENCH EXCAVATION AND BACKFILL										
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 5,750.00	$ 5,750.00	$ 5,340.00	$ 5,340.00
	SEWERS AND DRAINS										
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 150.00	$ 159,300.00	$ 190.00	$ 201,780.00	$ 272.00	$ 288,864.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 185.00	$ 29,970.00	$ 285.00	$ 46,170.00	$ 398.00	$ 64,476.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 109.00	$ 71,504.00	$ 115.00	$ 75,440.00	$ 267.00	$ 175,152.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 25.00	$ 26,550.00	$ 15.00	$ 15,930.00	$ 22.00	$ 23,364.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 2,450.00	$ 2,450.00	$ 4,500.00	$ 4,500.00	$ 3,255.00	$ 3,255.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 2,050.00	$ 2,050.00	$ 4,000.00	$ 4,000.00	$ 3,285.00	$ 3,285.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 25.00	$ 4,050.00	$ 30.00	$ 4,860.00	$ 23.00	$ 3,726.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 130.00	$ 31,980.00	$ 110.00	$ 27,060.00	$ 230.00	$ 56,580.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 25.00	$ 1,650.00	$ 25.00	$ 1,650.00	$ 22.00	$ 1,452.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 50.00	$ 95,100.00	$ 45.00	$ 85,590.00	$ 47.00	$ 89,394.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 2,250.00	$ 6,750.00	$ 2,500.00	$ 7,500.00	$ 2,740.00	$ 8,220.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 650.00	$ 6,500.00	$ 900.00	$ 9,000.00	$ 592.00	$ 5,920.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 60.00	$ 18,360.00	$ 40.00	$ 12,240.00	$ 24.00	$ 7,344.00
	WATER MAIN AND APPURTENANCES										
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 115.00	$ 1,150.00	$ 150.00	$ 1,500.00	$ 196.00	$ 1,960.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 74.00	$ 83,546.00	$ 100.00	$ 112,900.00	$ 221.00	$ 249,509.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 1,350.00	$ 2,700.00	$ 1,100.00	$ 2,200.00	$ 1,425.00	$ 2,850.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 985.00	$ 985.00	$ 1,000.00	$ 1,000.00	$ 509.00	$ 509.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 1,520.00	$ 1,520.00	$ 1,300.00	$ 1,300.00	$ 1,020.00	$ 1,020.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 1,050.00	$ 1,050.00	$ 1,300.00	$ 1,300.00	$ 916.00	$ 916.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 1,250.00	$ 1,250.00	$ 750.00	$ 750.00	$ 509.00	$ 509.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 1,950.00	$ 27,300.00	$ 2,000.00	$ 28,000.00	$ 3,705.00	$ 51,870.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 2,750.00	$ 27,500.00	$ 2,500.00	$ 25,000.00	$ 5,120.00	$ 51,200.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 13.00	$ 14,482.00	$ 15.00	$ 16,710.00	$ 12.00	$ 13,368.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 2,350.00	$ 9,400.00	$ 3,000.00	$ 12,000.00	$ 3,910.00	$ 15,640.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 6,250.00	$ 18,750.00	$ 8,000.00	$ 24,000.00	$ 8,155.00	$ 24,465.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 1,050.00	$ 1,050.00	$ 1,500.00	$ 1,500.00	$ 678.00	$ 678.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 40.00	$ 73,480.00	$ 42.00	$ 77,154.00	$ 92.00	$ 169,004.00
	STRUCTURES FOR SANITARY AND STORM										$ -
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 7,500.00	$ 30,000.00	$ 9,000.00	$ 36,000.00	$ 11,320.00	$ 45,280.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 8,500.00	$ 17,000.00	$ 7,500.00	$ 15,000.00	$ 7,790.00	$ 15,580.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 9,100.00	$ 18,200.00	$ 10,000.00	$ 20,000.00	$ 10,470.00	$ 20,940.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 2,200.00	$ 2,200.00	$ 2,500.00	$ 2,500.00	$ 1,525.00	$ 1,525.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,950.00	$ 2,950.00	$ 2,000.00	$ 2,000.00	$ 3,830.00	$ 3,830.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 3,500.00	$ 14,000.00	$ 2,000.00	$ 8,000.00	$ 386.00	$ 1,544.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 850.00	$ 1,700.00	$ 1,000.00	$ 2,000.00	$ 386.00	$ 772.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 850.00	$ 850.00	$ 1,000.00	$ 1,000.00	$ 386.00	$ 386.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						7		8		9	
				ENGINEER'S ESTIMATE		Brothers Concrete Des Moines, Iowa		Reilly Construction Co., Inc. Ossian, Iowa		Granite Excavation Polk City, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 105.00	$ 341,250.00	$ 62.00	$ 201,500.00	$ 59.00	$ 191,750.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 4,250.00	$ 4,250.00	$ 4,005.00	$ 4,005.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 15.00	$ 12,750.00	$ 20.00	$ 17,000.00	$ 7.00	$ 5,950.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 15.00	$ 12,300.00	$ 20.00	$ 16,400.00	$ 9.00	$ 7,380.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 65.00	$ 51,935.00	$ 50.00	$ 39,950.00	$ 48.00	$ 38,352.00
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 75.00	$ 4,950.00	$ 76.00	$ 5,016.00	$ 74.00	$ 4,884.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 120.00	$ 7,200.00	$ 62.00	$ 3,720.00	$ 59.00	$ 3,540.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 75.00	$ 67,350.00	$ 66.00	$ 59,268.00	$ 64.00	$ 57,472.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 30.00	$ 12,000.00	$ 25.00	$ 10,000.00	$ 30.00	$ 12,000.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 13.50	$ 42,498.00	$ 16.50	$ 51,942.00	$ 9.00	$ 28,332.00
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 22,000.00	$ 22,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 350.00	$ 2,100.00	$ 170.00	$ 1,020.00	$ 160.00	$ 960.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 200.00	$ 4,000.00	$ 115.00	$ 2,300.00	$ 107.00	$ 2,140.00
	SITE WORK AND LANDSCAPING										
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 641.00	$ 641.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 3.25	$ 5,525.00	$ 3.00	$ 5,100.00	$ 2.00	$ 3,400.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 1.50	$ 2,550.00	$ 1.25	$ 2,125.00	$ 0.50	$ 850.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00	$ 5,340.00	$ 5,340.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 450.00	$ 1,800.00	$ 280.00	$ 1,120.00	$ 534.00	$ 2,136.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 120.00	$ 1,440.00	$ 200.00	$ 2,400.00	$ 214.00	$ 2,568.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 75.00	$ 1,800.00	$ 28.00	$ 672.00	$ 27.00	$ 648.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 350.00	$ 5,600.00	$ 95.00	$ 1,520.00	$ 107.00	$ 1,712.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 350.00	$ 5,600.00	$ 75.00	$ 1,200.00	$ 107.00	$ 1,712.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 105,000.00	$ 105,000.00	$ 25,000.00	$ 25,000.00	$ 55,000.00	$ 55,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 950.00	$ 5,700.00	$ 5,000.00	$ 30,000.00	$ 400.00	$ 2,400.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 25.00	$ 21,700.00	$ 40.00	$ 34,720.00	$ 21.00	$ 18,228.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,240.00	$ 2,240.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 3.50	$ 7,651.00	$ 7.00	$ 15,302.00	$ 6.00	$ 13,116.00
			TOTAL BID:		$ 1,727,593.00		$ 1,733,063.50		$ 1,734,109.00		$ 2,071,048.00
			BID SECURITY:				10%		10%		10%

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		10 CJ Moyna & Sons, LLC Elkader, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK						
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 122.00	$ 48,800.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 60.00	$ 78,000.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 12.50	$ 49,687.50
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 9.50	$ 9,500.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 42.00	$ 166,950.00
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00
	TRENCH EXCAVATION AND BACKFILL						
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00
	SEWERS AND DRAINS						
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 125.00	$ 132,750.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 420.00	$ 68,040.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 76.00	$ 49,856.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 8.00	$ 8,496.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 3,300.00	$ 3,300.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 30.00	$ 4,860.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 120.00	$ 29,520.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 48.00	$ 3,168.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 26.00	$ 49,452.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 2,600.00	$ 7,800.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 280.00	$ 2,800.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 28.00	$ 8,568.00
	WATER MAIN AND APPURTENANCES						
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 135.00	$ 1,350.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 82.00	$ 92,578.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 820.00	$ 1,640.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 490.00	$ 490.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 875.00	$ 875.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 755.00	$ 755.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 470.00	$ 470.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 2,200.00	$ 30,800.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 2,800.00	$ 28,000.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 11.00	$ 12,254.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 3,200.00	$ 12,800.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 8,200.00	$ 24,600.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 2,600.00	$ 2,600.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 23.00	$ 42,251.00
	STRUCTURES FOR SANITARY AND STORM						
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 7,350.00	$ 29,400.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 6,800.00	$ 13,600.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 10,500.00	$ 21,000.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 2,350.00	$ 2,350.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,600.00	$ 2,600.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 480.00	$ 1,920.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 480.00	$ 960.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 200.00	$ 200.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		10 CJ Moyna & Sons, LLC Elkader, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK						
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 55.50	$ 180,375.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 3,750.00	$ 3,750.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 20.00	$ 17,000.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 30.00	$ 24,600.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 45.25	$ 36,154.75
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 69.00	$ 4,554.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 55.00	$ 3,300.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 60.00	$ 53,880.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 40.00	$ 16,000.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 44.00	$ 138,512.00
	TRAFFIC CONTROL						
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 36,000.00	$ 36,000.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 150.00	$ 900.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 100.00	$ 2,000.00
	SITE WORK AND LANDSCAPING						
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 900.00	$ 900.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 2.20	$ 3,740.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 0.30	$ 510.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 3,900.00	$ 3,900.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 400.00	$ 1,600.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 150.00	$ 1,800.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 25.00	$ 600.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 250.00	$ 4,000.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 190.00	$ 3,040.00
	MISCELLANEOUS						
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 380,000.00	$ 380,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 2,000.00	$ 12,000.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 30.00	$ 26,040.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 2,200.00	$ 2,200.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 6.00	$ 13,116.00
			TOTAL BID:		$ 1,727,593.00		$ 2,077,012.25
			BID SECURITY:				10%

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

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

Section 1. That the following bid for the construction of certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3, described in the plans and specifications heretofore adopted by this Council on November 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete Construction Inc. dba Absolute Group** of **Granger, Iowa**

Amount of bid: **$1,122,982.75**

Portion of project: All construction work

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

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Absolute Concrete Construction Inc. dba Absolute Group** of **Granger, Iowa**

Amount of bid: **$1,122,982.75**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **20th** day of **November**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

NW Northlawn Area Utility Improvements - Phase 3 Location Map
Map is for Locational Purposes Only.

W S N E

1 in = 400 ft
Date: 4/12/2023

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-62: $200,000 Master Services and Purchasing Agreement (Police Department - Tasers)

EXECUTIVE SUMMARY:

The Police Department is requesting to replace its current taser fleet of 45 Axon Taser X26P with 45 Axon Taser 10. This has become necessary due to a portion of the current fleet reaching the end of its useful life and warranty period.

See attached memorandum for additional details.

FISCAL IMPACT: **Yes**

The total cost is $192,467.06, with installment payments of $41,882.26 in year 1 and $37,646.20 in years 2-5.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on November 10, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-62.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Memorandum
Master Services and Purchasing Agreement
Quote
Resolution
Resolution

PUBLIC HEARING 2023-62 **5:30 P.M.** **NOVEMBER 20, 2023**

$200,000 MASTER SERVICES AND PURCHASING AGREEMENT

(POLICE DEPARTMENT – TASERS)

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Master Services and Purchasing Agreement in the amount of not to exceed $200,000 payable from the General Fund, in order to provide funds to pay costs of equipping the police department.

Notice of this hearing was published in the Des Moines Register on the 10th day of November, 2023.

Mayor:

"Has any written correspondence been received on this proposed Master Services and Purchasing Agreement?"

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Jennifer Sease, Administrative Services Director and Darius Potts, Police Chief, provide a report to the Council on this proposed Master Services and Purchasing Agreement."

After Staff Report**:**

Mayor:

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

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

- ❑ Consider **MOTION** to close public hearing PH 2023-62.

Mayor:

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

Subject: Procurement of the Axon Taser 10

Date: October 30, 2023

Prepared By: Darius Potts, Chief of Police

Introduction:

This executive summary outlines the rationale and key considerations for the procurement of the Axon Taser 10, a less-lethal electroshock weapon manufactured by Axon Enterprise. This procurement decision is essential for enhancing the effectiveness and safety of our law enforcement agencies.

Background:

Law enforcement agencies worldwide are continually seeking advanced tools and technologies to maintain public safety while minimizing harm to individuals involved in various situations. The Axon Taser 10 represents a significant advancement in non-lethal force options. It offers improved features and capabilities over its predecessors, ensuring officers can respond more effectively to a variety of scenarios.

Key Features and Benefits:

The Axon Taser 10 boasts several essential features and benefits, including:

1. **Increased Range:** The Axon Taser 10 provides a longer effective range, improving an officer's ability to incapacitate a subject from a safe distance.
2. **Enhanced Accuracy:** Advanced targeting technology and improved probes increase accuracy, reducing the risk of unintended injuries.
3. **Faster Reload:** The Taser 10's quick-reload feature allows officers to respond swiftly to follow-up shots when necessary, ensuring better control of situations.
4. **Improved Data Recording:** Enhanced data capture and integration capabilities aid in post-incident analysis, supporting transparency and accountability.
5. **Reduced Risk of Injury:** This less-lethal option helps minimize the risk of serious physical harm or death, promoting safer apprehensions.

Cost Analysis:

The plan is to purchase the 45 T10 Tasers using the 5-year payment plan. The upfront costs associated with procuring the Axon Taser 10 will need to be weighed against potential long-term cost savings. These savings may result from reduced medical expenses and legal settlements related to injuries or fatalities during law enforcement engagements.

Compliance and Training:

To ensure the responsible and safe use of the Axon Taser 10, a comprehensive training program will be implemented. Compliance with local and national regulations governing the use of less-lethal force is paramount.

Recommendation:

Our current taser will no longer be support by Axon. Given the increasing need for more effective and less-lethal law enforcement tools, it is recommended that our organization proceed with the procurement of the Axon Taser 10. This decision aligns with our commitment to enhancing officer safety, reducing the risk of harm to subjects, and increasing the overall effectiveness of our law enforcement operations.

Conclusion:

The Axon Taser 10 presents a viable and responsible solution for equipping our law enforcement agencies with advanced less-lethal technology. This procurement decision not only aligns with our commitment to safety and accountability but also supports the evolving demands of modern policing. We are confident that the Axon Taser 10 will be a valuable addition to our law enforcement toolkit.

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	Ankeny Police Department (IA)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable)

• Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.

6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-504406-45245.663NB

Issued: 11/15/2023

Quote Expiration: 11/24/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 118669

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-411 SW Ordnance Rd 411 SW Ordnance Rd Ankeny, IA 50023-2940 USA	Ankeny Police Dept. - IA 410 W 1st St Ankeny IA 50023-1557 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Brian Kroska Phone: (515) 289-5244 Email: bkroska@ankenyiowa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$192,467.06
ESTIMATED TOTAL W/ TAX	$192,467.06

Discount Summary

Average Savings Per Year	$7,130.79
TOTAL SAVINGS	$35,653.94

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	$41,882.26	$0.00	$41,882.26
Jan 2025	$37,646.20	$0.00	$37,646.20
Jan 2026	$37,646.20	$0.00	$37,646.20
Jan 2027	$37,646.20	$0.00	$37,646.20
Jan 2028	$37,646.20	$0.00	$37,646.20

Payment Summary

Date	Subtotal	Tax	Total
Total	$192,467.06	$0.00	$192,467.06

Quote Unbundled Price:	**$228,121.00**
Quote List Price:	**$211,543.00**
Quote Subtotal:	**$192,467.06**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($6,430.59)	($6,430.59)	$0.00	($6,430.59)
101027	TRANSFER CREDIT - GOODS CEW	1			$1.00	$10,666.65	$10,666.65	$0.00	$10,666.65
T10Cert	TASER 10 Certification Bundle	45	60	$81.97	$75.83	$68.33	$184,491.00	$0.00	$184,491.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,800.00	$3,740.00	$3,740.00	$0.00	$3,740.00
Total							**$192,467.06**	**$0.00**	**$192,467.06**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	45	01/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	1	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	45	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	1	01/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	2	01/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	2	01/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	2	01/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	900	01/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	18	01/01/2024
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	45	01/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	45	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	8	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	1	01/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2027
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	45	02/01/2024	01/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	45
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	45	01/01/2025	01/31/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	1	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	45	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	8	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 1	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($6,430.59)	$0.00	($6,430.59)
Invoice Upon Fulfillment	101027	TRANSFER CREDIT - GOODS CEW	1	$10,666.65	$0.00	$10,666.65
Total				**$41,882.26**	**$0.00**	**$41,882.26**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 2	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 3	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 4	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 5	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-320020 (contract 00029516 shell 00049238) , Q-343530 (contract 00069475)

Agency is terminating those contracts effective 02/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $4,236.07 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Invoice INUS184270 (9/1/23)

Signature

Date Signed

11/15/2023

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled " RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $200,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY" and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $200,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and the issuance of not to exceed $200,000 Master Services and Purchasing Agreement payable from the General Fund, for the purpose of paying costs of equipping the police department, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $200,000 Master Services and Purchasing Agreement payable from the General Fund, to evidence the obligation thereof for the foregoing purpose.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ACTION FOR A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF $192,467.06 FOR PERSONAL PROPERTY FOR USE BY THE CITY", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING ACTION FOR A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF $192,467.06 FOR PERSONAL PROPERTY FOR USE BY THE CITY

WHEREAS, the City of Ankeny, State of Iowa (the "City"), is in need of funds to pay costs of equipping the police department, and it is deemed necessary and advisable that a Master Services and Purchasing Agreement in the principal amount of $192,467.06 be entered into for such purpose; and

WHEREAS, pursuant to notice published as required by Sections 364.4 and 384.25 of the Code of Iowa, as amended (the "Code"), this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and issuance of a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of not to exceed $200,000 for such purpose, and the Council is therefore now authorized to proceed with the authorization of the lease agreement; and

WHEREAS, Axon Enterprise, Inc. ("Axon") has agreed to make available to the City the Equipment, pursuant to the terms of the Master Services and Purchasing Agreement, between the City, as Lessee, and Axon, as Lessor thereunder; and

WHEREAS, this Council has determined that the terms of the Master Services and Purchasing Agreement do not exceed the economic life of the property being acquired pursuant thereto; and

WHEREAS, the Master Services and Purchasing Agreement shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Master Services and Purchasing Agreement and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified General Fund budget amount; and

WHEREAS, the Master Services and Purchasing Agreement shall begin on the date the City acquires the Equipment, and the Resolution ratifies the Master Services and Purchasing Agreement; and

WHEREAS, it appears that such instruments are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Equipment" shall mean the police equipment, as more particularly described in the Agreement.

- "Issuer" or "City" or "Lessee" shall mean the City of Ankeny, State of Iowa.

- "Master Services and Purchasing Agreement" or "Agreement" shall mean, the Master Services and Purchasing Agreement, by and between the City and Axon Enterprise, Inc.

- "Lessor" shall mean Axon Enterprise Inc., an Arizona Corporation.

- "Resolution" shall mean this resolution authorizing the Agreement, and general fund payments thereunder.

Section 2. Authority and Purpose. The Agreement authorized by this Resolution shall be issued pursuant to Section 364.4 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement is hereby authorized in the principal amount of $192,467.06 for the purpose of paying costs of acquiring the Equipment.

Section 3. Approval of Agreement. Axon Enterprise Inc. shall make the Equipment available to the City pursuant to the Agreement, which provides for the payment by the City in

the amounts and in installments as specified therein. The form and content of the Agreement, the provisions of which are incorporated herein by reference, hereby are in all respects authorized and approved; and execution of the Agreement is hereby approved; and from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. Pledge of General Fund; Other Funds to be Used.

(a) Pledge of Funds. That for the purpose of providing funds to pay the payments due under the Agreement herein authorized, there shall be paid from funds in the General Fund for each future year the following amounts:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$41,882.26	2023/2024
$37,646.20	2024/2025
$37,646.20	2025/2026
$37,646.20	2026/2027
$37,646.20	2027/2028

(b) Other Funds. Nothing herein restricts the ability of the City to transfer other available funds into the General Fund for purposes of satisfying the Agreement.

(c) Additional City Funds Available. Payments coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 5. Lease Fund. Monies in the General Fund shall be converted into a special fund therein to be known as the "2023 POLICE EQUIPMENT LEASE DEBT SERVICE FUND NO. 1" (the "Lease Fund"), which is hereby pledged for and shall be used only for the payments of the Agreement.

Section 6. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Agreement, and after the issuance of the Agreement no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Agreement, shall have been satisfied and discharged as provided in the Agreement.

Section 7. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 8. Repeal of Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

Approval of official council actions of the regular meeting of November 6, 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, November 6, 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

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

PUBLIC FORUM

1. Mark Felderman, Faith Baptist Bible College, shared information about the recent homecoming activities and thanked the Mayor and Council for their support.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Stearns seconded, to approve and accept the November 6, 2023 agenda without amendment. Ayes: 5.

PUBLIC HEARING

1. PH 2023-58. Mayor Holm announced this is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar LTD, and Gene C. Hildreth, Jr. Layman's Description: Approximately 345.1 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard, and approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard. Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 20th day of October, 2023.

   Eric Jensen, Director of Community Development, reported that the annexation area is located within two miles of the City of Alleman, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.16 acres (+/-), 345.10 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 77.06 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

   At this time, 10 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area equals 81.75% of the total calculated acres, excluding Polk

County road right-of-way. The land area of the nine non-petitioned properties total equals 18.25% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential, Medium Density Residential and Neighborhood Mixed Use. If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed annexation. Speaking in opposition of the proposed annexation were: Linda Wattonville, Jason Wattonville, Emily Huss, and Teresa Nefzger. Byron Gustafson addressed the council, asking questions about land use, easement, and taxation changes that will occur if the annexation is approved. Council Member Shafer moved, Bentz seconded, to close public hearing 2023-58. Ayes: 5.

2. PH 2023-59. 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 SE Delaware Avenue & SE 54th Street Traffic Signal project. Notice of this hearing was published in the Des Moines Register on the 20th day of October, 2023.

   Mark Mueller, Public Works Director, reported that the project includes the construction of a traffic signal at the intersection of SE Delaware Avenue & SE 54th Street, with medians, sidewalks, bus stops, and pedestrian ramps upgraded to ADA compliance. Pushbuttons will be provided for pedestrian crossings to and from all corners. The City will furnish the combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, fiber optic cable, and overhead street name signs for contractor installation.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Stearns seconded, to close public hearing 2023-59. Ayes: 5.

REPORTS OF ADVISORY BOARDS AND COMMISSION

1. Library Board of Trustees - Gene Lucht updated the Council on happenings at the Ankeny Kirkendall Public Library.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of October 16, 2023, as published.
2. Receive and file minutes of the Human Rights Commission meeting of September 28, 2023
3. Receive and file minutes of the Park Board meeting of August 28, 2023.
4. Receive and file minutes of the Library Board of Trustee meeting of September 21, 2023.

Licenses and Permits

5. Issuance of a special permit to David A. Yount for the purpose of bow hunting of deer for the hunting season effective October 1, 2023 on private property within the city limits pursuant to Municipal Code Section 41.11(3).
6. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

7. Amendment #3 to the Professional Services Agreement increasing the contract amount by $10,500.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Fiber Optic Upgrade phase of the N Ankeny Boulevard Landscape Improvements.
8. Payment #4, $68,356.52 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.
9. Payment #7, $3,839.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.
10. Payment #3, $7,264.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
11. Payment #3, $4,050.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
12. Payment #1, $8,946.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
13. Payment #18, $9,245.40 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
14. Payment #7, $72,962.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
15. Payment #30, $2,574.00 to FOX Strand, for engineering services on the Ankeny ASR project.
16. Payment #6, $36,237.50 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
17. Payment #7, $7,029.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
18. Payment #11, $74,065.26 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.
19. Payment #25, $1,761.25 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
20. Payment #13, $1,453.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
21. Payment #14, $4,806.30 to McClure Engineering Company, for construction engineering services on the SW State Street Reconstruction - Southbound Lanes project.
22. Payment #8, $3,503.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
23. Payment #2, $46,421.62 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
24. Payment #34, $881.00 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
25. Payment #15, $30,627.26 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
26. Payment #32, $13,307.82 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
27. Payment #1, $76,679.45 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
28. Payment #27, $61,524.42 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

29. Payment #18, $1,579.55 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
30. Payment #5, $8,366.20 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
31. Payment #6, $60,080.29 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
32. Payment #44, $2,639.25 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive – RISE project.
33. Payment #6, $6,292.28 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
34. Payment #7, $11,282.09 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
35. Payment #11, $41,857.34 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
36. November 6, 2023 Accounts Payable by fund: General $464,334; Hotel Motel Tax $4,156; Parks Improvements $507; Road Use Tax $104,117; Library Foundation $905; Solid Waste $105,700; Water $102,378; Sewer $25,393; Storm Water $6,115; Golf Course $24,726; Enterprise Project $163,747; Revolving $74,907; Risk Management $36,087; Health Insurance $182; Capital Projects $856,165; Payroll Totals $1,944,605; Transfers/ACH ($207,517); Grand Total $3,706,507.
37. **RESOLUTION 2023-410** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.
38. **RESOLUTION 2023-411** naming depositories for the City of Ankeny.

Community Development

39. **RESOLUTION 2023-412** accepting final plat, warranty deed to streets, platted easements, sewer connection fee, and authorizing cost-participation for sidewalk oversizing and truncated domes for Centennial Ridge Plat 3.

Engineering

40. **RESOLUTION 2023-413** authorizing the purchase of combination traffic signal/ lighting pole assemblies from Millerbernd Manufacturing Company, in the amount of $73,031.00, for contractor installation with the SE Delaware Avenue & SE 54th Street Traffic Signal.
41. **RESOLUTION 2023-414** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Centennial Ridge Plat 3.
42. **RESOLUTION 2023-415** accepting maintenance bond for paving in Centennial Ridge Plat 3.
43. **RESOLUTION 2023-416** accepting maintenance bond for subgrade in Centennial Ridge Plat 3.
44. **RESOLUTION 2023-417** accepting public improvements in Park Sight Office Park at Prairie Trail Plat 4 for utilities.

Capital Improvement Projects

45. **RESOLUTION 2023-418** approving construction contract and bond with CB&I Storage Tank Solutions, LLC, in the amount of $9,751,758.59 for the NW Irvinedale Drive - Elevated Water Storage Tank project.
46. **N Ankeny Boulevard Fiber Optic Upgrade**: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION 2023-419** accepting the public improvement with Communication Data Link in the amount of $161,073.50; and c) Final Payment #3 in the amount of $651.84; and Retainage Payment in the amount of $4,026.84.

47. **RESOLUTION 2023-420** ordering construction on the North Four Mile Creek Trunk Sewer - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/28/23 @ 10:30 a.m./date of hrg: 12/4/23 @ 5:30 p.m.)

Administrative Items

48. Approve certification to the Treasurer of State the population of the Hope K Farms, LLC annexed territory as determined by the last certified federal census of said territory.
49. Approve 2024 Parks & Recreation Department fees.
50. Approve a Master Service Agreement with NextRequest for a public records request management software and authorize the Mayor to sign Agreement.
51. **RESOLUTION 2023-421** fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of not to exceed $200,000 for personal property for use by the City, and providing for publication of notice thereof (date of hrg: 11/20/23 @ 5:30 p.m.).

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-51. Ayes: Stearns, Shafer, Bentz, Perry, Ruddy.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2158** An Ordinance vacating a drainage easement on Lot 1 of Aspen Ridge Commercial Plat 3. Council Member Stearns moved, Bentz seconded, to accept third consideration of ORDINANCE 2158, sending it on its final passage and publication as required by law. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer. Council Member Stearns moved, Shafer seconded, to adopt **RESOLUTION 2023-422** authorizing the sale of property vacated by the City of Ankeny, Iowa, to Mike Murphy, Murphy Commercial Properties, LLC. Ayes: Stearns, Shafer, Bentz, Perry, Ruddy.
2. **Ord 2159** An Ordinance creating Chapter 49 of the Code of Ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to camping within city limits. Council Member Stearns moved, Bentz seconded, to accept third consideration of ORDINANCE 2159, sending it on its final passage and publication as required by law. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.
3. **Ord 2160** An Ordinance Amending Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and providing that general property taxes shall no longer be divided on certain property located within the Amended 1989 Ankeny Economic Development Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa (Removing "Amendment No. 1 Area", "Amendment No. 2 Area", and "Amendment No. 3 Area" from division of taxes only). Council Member Bentz moved, Ruddy seconded, to accept first consideration of ORDINANCE 2160. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.

NEW BUSINESS

1. <u>Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (PH 2023-58)</u> Council Member Bentz moved, Stearns seconded, to receive and file correspondence. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer. Council Member Bentz moved, Shafer seconded, to defer adopting **RESOLUTION 2023-423** annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and

Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) until the next regularly scheduled meeting, November 20, 2023. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.

2. Proposed SE Delaware Avenue and SE 54th Street Traffic Signal (PH 2023-59) Council Member Stearns moved, Bentz seconded, to adopt 1) **RESOLUTION 2023-424** adopting plans, specifications, form of contract and estimate of cost $625,446.00; 2) receive and file report of bids received October 31, 2023; 3) adopt **RESOLUTION 2023-425** making award of construction contract with Jasper Construction Services in the amount of $436,109.00; and 4) adopt **RESOLUTION 2023-426** approving contract and bonds with Jasper Construction Services in the amount of $436,109.00. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:46 p.m. and was immediately followed by a Council Action Planning Session.

_____ _____

Michelle Yuska, City Clerk Mark Holm, Mayor

Published in the Des Moines Register on 11/17/23.

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of October 3, 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
ZBOA Minutes 2023-10-03

Meeting Minutes

Zoning Board of Adjustment

Tuesday, October 3, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the October 3, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL
Members present: Jeff Baxter, Matt Ott, and Nichole Sungren. Absent: Brett Walker and Kristi Tomlinson.
Staff: E.Jensen, E.Carstens, D.Silverthorn, J.Heil, B.Morrissey, L.Hutzell, R.Kirschman and B.Fuglsang.

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

MINUTES OF THE SEPTEMBER 19, 2023 REGULAR MEETING
Motion by J.Baxter to approve the September 19, 2023 meeting minutes as submitted. Second by N.Sungren. All voted aye. Motion carried 3 – 0.

COMMUNICATIONS / CORRESPONDENCE
There were no communications.

BUSINESS ITEMS
PUBLIC HEARINGS:

#23-17
Casey's Retail Company
for property located at
1602 W 1st Street
Lot 1, Handimart Plat No. 1
RE: Variance – Open Space

Chair M.Ott opened the public hearing.

Aaron Wolfe, Casey's Retail Company, 3305 SE Delaware Avenue, Ankeny said that they bought the building in 2010, which was originally a Handimart Gas Station/Convenience Store and rebranded the property as a Casey's. He noted that history shows that the developer at that time was mandated to dedicate right-of-way to the City, adjacent to both street frontages, which reduced the site by 20 percent. The developer sought and was granted three variances to build on the site. He said, at this time, they would like to expand the services that Casey's offers to the neighborhood by remodeling and adding a full kitchen onto the east side of the building. He noted that the expansion would increase the gross floor area by approximately 300 sf, which would increase the number of code required parking stalls on site. Aaron Wolfe stated that they can accommodate the parking requirement if they were granted a variance to the Open Space requirement. Their request is for 12 percent of open space on the site. He explained that they have exhausted other options, such as approaching neighboring property owners about acquiring property from them, asking the City if they could acquire an easement to park within the unused right-of-way, or purchasing unused right-of-way that was previously dedicated to the City. Aaron Wolfe expressed to the Board that an already exceptionally tight site was previously hindered by the City's acquisition of right-of-way and the continued use of this property for any use intended for this zoning district would be hindered without the variance. He commented that the requested variance for open space would not have a negative impact on the neighboring property owners. He asked the Board if they had any questions.

J.Heil reported that the applicant is requesting a variance to Ankeny Municipal Code Section 191.15, that requires sites to have a minimum of 20 percent open space, allowing a minimum of 12 percent open space on the site located at 1602 W 1st Street. The property is located north of W 1st Street and west of NW State Street, is zoned C-1, Neighborhood Retail Commercial District and contains a 2,632-sf convenience store with

3 gas pumps. He stated the property is approximately .424 acres in size and is considered a corner lot with two front yards; one to the south adjacent to W 1st Street and the other to the east adjacent to NW State Street. J.Heil explained that on May 4, 1999, the Zoning Board of Adjustment granted a 30-foot rear yard setback variance, an 18-foot front yard setback variance at the south property line and a 15-foot variance at the east property line, and an 18 percent open space minimum for the site. The open space reduction was granted due to the hardship caused when the City of Ankeny acquired additional right-of-way for future turn lanes. J.Heil stated that Casey's Retail Company has proposed a building addition, which would increase the current store by 320 sf to accommodate a kitchen. The total site area is 18,475 sf, which would require 3,695 sf of open space at the 20 percent required by City code and Casey's has proposed 2,202 sf of open space on the site, which would be 12 percent open space. He noted that with the proposed addition, the site would require 20 parking stalls. The proposed site plan shows 18 parking stalls on the site, at the cost of some of the existing open space. Staff believes that the reduction of developable area on the site due to the City acquiring additional right-of-way has caused an exceptional narrowness/shallowness hardship for the site to provide the necessary 20 percent open space required by code. The open space on the site is further affected with the site meeting the minimum parking requirements. He stated that in the past; the Board has required additional landscaping due to the reduction in open space. Staff would recommend that the Board require additional landscaping with the open space variance, if granted. Staff notified all property owners within 250' of the property and to date, staff has not received any communication for or against the request. The staff position is to grant a variance to Ankeny Municipal Code Section 191.15, to allow a minimum of 12 percent open space at 1602 W 1st Street, subject to landscaping being provided which exceeds the minimum landscaping requirements of the zoning ordinance to be determined by staff. Staff's position is based on a determination that the decreased open space requirement from the resulting building addition would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

Motion by M.Ott to close the public hearing, and receive and file documents. Second by J.Baxter. All voted aye. Motion carried 3 – 0.

Board Action on Filing #23-17 property located at 1602 W 1st Street
Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 191.15, to allow a minimum of 12 percent open space at 1602 W 1st Street, subject to landscaping being provided, which exceeds the minimum landscaping requirements of the zoning ordinance to be determined by Staff. The Board's position is based on a determination that the decreased open space requirement from the resulting building addition would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 3 – 0.

NEW BUSINESS
There was no new business.

REPORTS
Renewed Special Use Permits
#08-23 Buffalo Wild Wings Grill & Bar, 1690 SE Delaware Avenue
#15-14 Benchwarmers Ankeny Inc., 705 S Ankeny Boulevard

There being no further business, meeting adjourned at 5:17 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of October 3, 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 2023-10-03

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, October 3, 2023

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

CALL TO ORDER
Chair Ted Rapp called the October 3, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

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

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the October 3, 2023 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 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 September 19, 2023 minutes of the Plan and Zoning Commission meeting.
Items #2. 710 SE Creekview Drive - Ankeny Kitchen & Bath Site Plan
Motion to approve the site plan for 710 SE Creekview Drive, Ankeny Kitchen and Bath, subject to obtaining the required flood permits.
Item #3. 3525 NW State Street - McDonald's Site Plan
Motion to approve the site plan for 3525 NW State Street, McDonald's, subject to City Council approval of the associated Storm Water Management Easement document.
Item #4. The Crossings at Deer Creek Plat 13 Final Plat
Motion to recommend City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be $30,375, and 15-inch sanitary sewer in an amount estimated to be $6,750.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1 - #4. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
Item #5. Request by Legacy Housby, LLC for 80/20 Voluntary Urbanized Annexation of property into the City of Ankeny (Legacy Housby)
Staff Report: L.Hutzell reported that the City of Ankeny has received an annexation request from Tim Hogan on behalf of Legacy Housby, LLC. The annexation area is generally located north of NE 54th Avenue, and east of SE Four Mile Drive and is located within two miles of the City of Des Moines and the City of Altoona. She stated that the annexation area encompasses approximately 35.521 acres, with 33.941 acres owned by property owners who have signed a petition consenting to the annexation, 1.58 acres owned by property owners who are non-consenting and 4.157 acres of public road right-of-way, to the centerline of the adjacent road. She said, at this time, one of the two properties included in the proposed annexation has provided petitions consenting to the request. If petitions are not received for all properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. L.Hutzell noted that the

annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Light Industrial and if the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. She shared that, if annexed, the City of Ankeny has the capability to provide water and sewer to this area, police and fire would be expanded into this area and the school district boundary would continue to be the Saydel Community School District. L.Hutzell said a consultation meeting was held. No one from the public attended the meeting and to date, staff has not received any written comments. Staff recommend that the Plan and Zoning Commission recommend that the City Council approve the Legacy Housby 80/20 Voluntary Urbanized Annexation.

T.Rapp asked staff if there is an intended use for this land.

Jon Hanson, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny shared that nothing is on the table at this time.

Motion by A.Renaud to recommend City Council approval the Legacy Housby 80/20 Voluntary Urbanized Annexation. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the October 2, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the October 17, 2023 Plan and Zoning Commission meeting and the September 2023 Building Permit Report.

Commissioner's Reports

T.Rapp mentioned that he was happy to see SW State Street, NW 18th Street and NE Delaware open back up.

MISCELLANEOUS ITEMS

October 16, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:40 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

Human Resources

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file the minutes of the Civil Service Commission meeting of September 11, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Civil Service minutes

Meeting Minutes

Civil Service Commission

Monday, September 11, 2023
11:30 a.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

The meeting was called to order by Ray Blase. Roll call taken. Blase – present, Tracy – present, Luetje – absent

1. **MOTION TO APPROVE THE MINUTES OF 08-14-23.**
   Tracy moved to approve the minutes from August 14, 2023. Blase seconded the motion. All voted aye and the motion carried

2. **MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO TRAFFIC TECHNICIAN IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.**
   Tracy moved to certify the list of applicants eligible for appointment to Traffic Technician in the public works department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Brown	Luke
2	Wirth	Trinton
3	Johnson	Wesley
3	Kovach	Justin
5	Lockey	Andrew
6	Christensen	John
7	Holste	Nathaniel
7	Wright	Chris
9	Ballard	Fred
10	Hellman	Logan

3. **MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO CIVIL ENGINEERING TECHNICIAN IN THE MUNICIPAL UTILITIES-DEVELOPMENT ENGINEERING DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.**

Tracy moved to certify the list of applicants eligible for appointment to Civil Engineering Technician in the municipal utilities-development engineering department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Bass	Riley
2	Homan	Samuel
3	Glenn	Jacob
4	Rubel	Travis
5	Conley	Dana
6	Cole	Shawn

4. MOTION TO EXHAUST THE LIST FOR POLICE OFFICER THAT WAS CERTIFIED 06-12-23.

Tracy moved to exhaust the list of applicants for police officer that was certified June 21, 2023. Blase seconded the motion. All voted aye and the motion carried.

5. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO POLICE OFFICER IN THE POLICE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Tracy moved to certify the list of applicants eligible for appointment to Police Officer in the police department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Belew	Rhett
2	Thayer	Sarah
3	Korsholm	Joel
4	Adams	Aaron
5	Rengert	Samuel
6	Lamp	Jeffery
7	Goodwin	Nicholas

6. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 11:38 a.m.
Next meeting: tentative Monday, October 9, 2023, at 11:30 am.

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

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Clerk	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. Yankee Clipper, Inc. d/b/a Yankee Clipper, 605 N. 312 SW Maple St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective December 4, 2023.

2. Toast Hospitality LLC d/b/a Toast Hospitality LLC, 1345 SW Park Square Dr., Ste. 300, - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective December 15, 2023.

3. Scissors & Scotch Ankeny LLC, d/b/a Scissors & Scotch, 1610 SW Main St., Ste. 103 - Class C Retail Alcohol License (LC) (Renewal) - Effective December 23, 2023. PENDING DRAM ENDORSEMENT.

4. Kum & Go LC, d/b/a Kum & Go #579, 165 SW Magazine Rd - Class E Retail Alcohol License (LE) (Renewal) - Effective December 15, 2023.

5. Great Caterers of Iowa, d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective December 15, 2023.

6. Firetrucker LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective November 23, 2023

7. Cloud Wine, LLC, d/b/a Lucky Wife Wine Slushies, 423 S Ankeny Blvd - Class B Retail Alcohol License (BW) (NEW) - Tentatively Effective November 28, 2023.

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:

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No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Finance	Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file Financial Reports for October 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Finance Report

Annette Graeve
Finance Officer
Finance Department

Monthly Finance Report – October 2023

To the Honorable Mayor and City Council:

The financial reports for the month of October are submitted herewith. October is the month that the budget process officially begins. This includes the detailed estimation of next year's budget (fiscal year 2025) and re-estimation of the current year's budget (fiscal year 2024).

The City also received the first installment of property taxes from Polk County in October for fiscal year 2024. The general fund, tax increment financing fund, police and fire retirement fund and debt service fund all rely heavily on property tax revenues. On the *Revenue Summary by Fund* report, these funds have actual revenues in excess of 33% of budget following collections. This will stabilize cash balances until the second installment of property taxes is received in April. Also, upcoming are the debt service payments of which interest will be due on December 1 for the City's bonds.

The general fund is the primary operating fund of the City and is being highlighted in this month's financial report. On the *Revenue Summary by Fund* report, general fund revenues total $20,723,912 or 45.81% of budget. The collection of property taxes brought the budget versus actual comparisons closer to expected levels increasing from 14.11% in September to 45.81% in October. When reviewing revenues on the *Major Operating Funds Detailed Revenue Summary* report, all revenue categories are exceeding budget expectations. Revenues are strongest in the use of money and property revenue category at 71.83% of budget and property tax revenue category at 46.46% of budget.

On the expenditure side, overall spending in the general fund appears to be near projections. On the *Expenditure Summary by Fund* report, expenditures total $15,080,147 or 33.09% of budget. When reviewing expenditures on the *Major Operating Funds Budget versus Actual* report the only program significantly exceeding budget expectations is culture and recreation at 38% of budget. This is due to the seasonal nature of many of the activities such as aquatic centers, Prairie Ridge Sports Complex and Hawkeye concessions.

Overall, as of October, the City is trending ahead of projections for revenues and generally on target with expenditures. Extra attention and analysis will occur during the next few months as the budget process progresses. Summarizing revenues and projecting expenditures and cash balances for the rest of the current fiscal year and for all of next fiscal year is a significant part of creating and compiling the City's budget.

Respectfully submitted,

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
October 31, 2023

Cash Basis Fund Balances	$ 164,668,519.76
Investments	$ 142,238,046.18
Checking Account Balance (per bank)	22,783,055.28
Deposits in Transit	107,389.47
Outstanding Checks	(463,671.17)
Cash Drawer/Petty Cash *	3,700.00
Total	$ 164,668,519.76

* Cash Drawer/Petty Cash:

Aquatic Centers	$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	-
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	$ 3,700.00

City of Ankeny
Cash Balance Summary
October 31, 2023

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance October 31, 2023
General:							
General	100	$ 35,273,769.10	$ 20,723,911.67	$ -	$ 15,080,146.58	$ 543,190.90	$ 40,374,343.29
Hotel/Motel Tax	233	578,066.43	-	543,190.90	419,724.19	-	701,533.14
Special Revenue:							
Fire Gift	220	33,104.14	665.00	-	-	-	33,769.14
Hawkeye Park Player Fees	240	37,850.78	2,895.00	-	-	-	40,745.78
Police Gift	250	10,176.53	-	-	-	-	10,176.53
Road Use Tax	260	9,930,750.11	3,343,854.89	-	2,464,845.87	-	10,809,759.13
Police Seizure	270	99,392.04	3,943.04	-	34,440.14	-	68,894.94
Tax Increment Financing	280	2,433,185.10	5,443,112.62	-	-	-	7,876,297.72
Police and Fire Retirement	290	1,547,627.46	1,237,820.24	-	949,845.23	-	1,835,602.47
Landfill Post-Closure	295	86,375.45	-	-	-	-	86,375.45
Friends of the Ankeny Library	430	86,817.57	8,745.59	-	33,219.68	-	62,343.48
Park Dedication	440	499,761.95	-	-	-	-	499,761.95
Sports Complex Foundation	445	131,474.06	13,435.00	-	-	-	144,909.06
Ankeny Garden Club	446	9,566.84	-	-	-	-	9,566.84
Miracle Park Fund	448	69,996.82	3,209.20	-	630.94	-	72,575.08
Dog Park Trust Fund	449	1,376.46	-	-	-	-	1,376.46
P&R Scholarship Fund	450	27,173.90	-	-	291.75	-	26,882.15
Civic Trust Fund	484	322,833.46	17,267.92	-	-	-	340,101.38
Debt Service	300	1,890,977.70	7,204,711.71	-	-	-	9,095,689.41
Enterprise:							
Solid Waste	500	459,780.72	474,646.53	-	430,692.80	-	503,734.45
Utility Deposits	505	406,262.12	88,612.38	-	78,650.00	-	416,224.50
Water Operations	510	16,671,547.67	9,549,225.71	-	4,753,687.83	649,378.40	20,817,707.15
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,940,827.30	-	649,378.40	-	-	2,590,205.70
Sewer Operations	550	12,344,479.03	6,132,320.53	-	3,620,525.48	-	14,856,274.08
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	2,052,671.85	1,202,641.12	-	390,281.79	-	2,865,031.18
Golf Course	590	1,823,641.03	1,308,279.98	-	981,869.94	-	2,150,051.07
Capital Project:							
Utility Fund Capital Projects	6**	13,057,074.43	4,669,538.90	374.00	8,143,121.54	374.00	9,583,491.79
Special Assessments	8**	22,157.71	477,550.00	-	-	-	499,707.71
Capital Projects	8** & 9**	35,629,809.37	4,745,104.10	668.72	17,205,009.29	668.72	23,169,904.18
Total Budgeted		$ 142,641,645.25	$ 66,651,491.13	$ 1,193,612.02	$ 54,586,983.05	$ 1,193,612.02	$ 154,706,153.33
Internal Service:							
Revolving	710	611,246.64	430,824.92	-	475,336.34	-	566,735.22
Risk Management	720	960,958.60	81,037.14	-	885,884.31	-	156,111.43
Health Insurance	730	6,437,221.18	1,914,768.54	-	1,499,335.49	-	6,852,654.23
Sustainability Revolving Loan	770	29,728.79	-	-	-	-	29,728.79
Economic Development Revolving	780	273,191.85	-	-	-	-	273,191.85
Equipment Reserve	790	2,083,944.91	-	-	-	-	2,083,944.91
Total Unbudgeted		$ 10,396,291.97	$ 2,426,630.60	$ -	$ 2,860,556.14	$ -	$ 9,962,366.43
Total [1]		$ 153,037,937.22	$ 69,078,121.73	$ 1,193,612.02	$ 57,447,539.19	$ 1,193,612.02	$ 164,668,519.76

[1] Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
October 31, 2023

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance October 31, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	$ 1,577,814.78	$ -	$ -	$ 313,743.67	$ -	$ 1,264,071.11
Northwest Water Tower	611	(439,540.00)	-	-	23,645.00	-	(463,185.00)
SE Magazine Storage Tank Repaint	612	50,000.00	-	-	-	-	50,000.00
North Ankeny Blvd Water Main	614	22,748.79	-	-	-	-	22,748.79
NE 36th St & NE 38th St Water Main Loop	618	240,563.25	-	-	98,460.50	-	142,102.75
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	111,891.56	-	-	-	-	111,891.56
SW Irvinedale Dr Transmission Main-Ph 3	623	(14,877.41)	-	-	-	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(43,963.49)	3,151,865.17	-	3,107,901.68	-	-
Aquifer Storage Replacement #1	632	339,622.35	-	-	232,378.40	-	107,243.95
S Ankeny Blvd Transmission Main	633	-	1,517,673.73	-	1,517,673.73	-	-
NW 36th & NW Weigel Water Main	634	22,084.91	-	-	-	-	22,084.91
High Trestle Trail Transmission-Phase 2	637	(374.00)	-	374.00	-	-	-
SE Delaware Grnd Storage Tank Repaint	638	359,775.00	-	-	2,461.34	374.00	356,939.66
Sanitary Sewer Replacement	650	1,962,647.46	-	-	249,690.66	-	1,712,956.80
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	135,456.87	-	-	-	-	135,456.87
Otter Creek Trust Sewer-Phase 4	655	236,589.72	-	-	57,537.00	-	179,052.72
NE Crestmoor San Sewer Replacement	656	511,010.01	-	-	479,053.95	-	31,956.06
Otter Creek Trunk Sewer Extension	657	416,786.18	-	-	-	-	416,786.18
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	405,125.96	-	-	341,814.84	-	63,311.12
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	2,783,603.66	-	-	1,174,055.94	-	1,609,547.72
Deer Creek Trunk Sewer	661	475,253.92	-	-	-	-	475,253.92
Storm Sewer Replacement	680	750,322.13	-	-	44,705.05	-	705,617.08
SE Creekview Drive Wetland	683	(2,500.00)	-	-	870.00	-	(3,370.00)
Westwinds Storm Sewer Extension	685	218,904.67	-	-	84,522.01	-	134,382.66
High Trestle Trail Channel Stab. - Phase 1	688	109,768.50	-	-	37,839.96	-	71,928.54
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	42,375.01	-	-	646.76	-	41,728.25
SE 3rd Street Storm Sewer Improvements	695	739,228.14	-	-	373,040.06	-	366,188.08
Tributary to Four Mile Creek Stabilization	696	97,108.60	-	-	3,080.99	-	94,027.61
Total Utility Fund Capital Projects		$ 13,057,074.43	$ 4,669,538.90	$ 374.00	$ 8,143,121.54	$ 374.00	$ 9,583,491.79

City of Ankeny
Capital Projects Cash Balance Summary
October 31, 2023

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance October 31, 2023
Capital Project Funds:							
PRSC Tennis Courts Overlay	882	$ 360,000.00	$ -	$ -	$ -	$ -	$ 360,000.00
NW State St Extension Preliminary Design	885	402,880.86	-	-	152,270.50	-	250,610.36
S Anky Blvd Imprv-SE Pete to 1st Street	886	175,255.17	-	-	180,286.59	-	(5,031.42)
SW Magazine & SW State Intersection	887	60,000.00	-	-	-	-	60,000.00
Fiber Optic Network Upgrade	888	200,000.00	-	-	68,955.27	-	131,044.73
SE Corp Woods & SE Crosswinds Traffic	889	40,000.00	-	-	8,676.00	-	31,324.00
NE 62nd RBC Culvert for 4 Mile Creek	892	75,000.00	-	-	12,435.00	-	62,565.00
NW 36th & NW Weigel Asphalt Overlays	895	200,746.13	-	-	50,691.25	-	150,054.88
NE 36th Reconstruction-I-35 to Four Mile	896	(463,337.87)	-	-	571,665.07	-	(1,035,002.94)
Des Moines Street Parks Development	897	2,467,163.96	-	-	282,116.32	-	2,185,047.64
HTT Trailhead Restroom & Amenities	898	60,000.00	-	-	135,000.00	-	(75,000.00)
BAN/Bond Activity	900	916,959.10	547,773.59	-	49,207.21	-	1,415,525.48
Fire Station No. 4	901	825,827.79	-	-	134,445.50	-	691,382.29
Lakeside Center Repurposing	903	315,000.00	-	-	-	-	315,000.00
Senior Center	905	422,241.34	-	-	2,290.21	-	419,951.13
Public Works Winter Ops Satellite Facility	907	90,000.00	-	-	-	-	90,000.00
SE Hulsizer Road Realignment	908	19,921.96	-	-	-	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
N Ankeny Blvd & 18th St Int Improvements	913	159,660.70	-	-	416,173.32	-	(256,512.62)
Park Maintenance Facility Renovation	914	9,902.00	-	-	-	-	9,902.00
Pavement Preservation Program	915	(70,937.05)	-	-	-	-	(70,937.05)
Annual Street Replacement Program	916	1,836,677.75	-	-	1,066,811.53	-	769,866.22
Elementary Schools Walkability Imprvmts	917	(35,502.00)	-	-	145,939.00	-	(181,441.00)
Prairie Ridge Sports Complex	920	68,299.02	-	-	14,427.25	-	53,871.77
NW Irvinedale & NW 18th Inters Imprvmts	922	93,403.50	-	-	52,608.00	-	40,795.50
NE Frisk Dr Bridge Over Deer Creek	924	90,000.00	-	-	90,000.00	-	-
Miracle Field	925	49,215.10	-	-	-	-	49,215.10
Community Entrance Signage	927	48,554.20	-	-	-	-	48,554.20
Library	928	103,522.58	-	-	-	-	103,522.58
SW Oralabor & SW Edgewood Intersection	929	50,000.00	-	-	-	-	50,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	2,452.18	-	-	-	-	2,452.18
Cherry Glen Ballfield	933	151,084.70	-	-	185,415.78	668.72	(34,999.80)
NW 36th & NW State Interim Improvements	935	(59,743.47)	-	-	-	-	(59,743.47)
Annual Sidewalks/Trails	936	322,670.25	-	-	301,665.99	-	21,004.26
Older Parks Renovation	937	86,980.19	-	-	-	-	86,980.19
High Trestle Trail Extension	938	(1,621,992.61)	59,753.00	-	77,737.36	-	(1,639,976.97)
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
I35 & Corp Woods Interchange Report	946	50,000.00	-	-	-	-	50,000.00
N Ankny Blvd Imprvmnts - 1st St to 11th St	949	250,000.00	-	-	11,847.93	-	238,152.07
Asphalt Street Resurfacing	950	708,754.25	-	-	279,768.28	-	428,985.97
E 1st/I-35 Interchange Improvements	951	1,111,569.00	-	-	666,666.66	-	444,902.34
NW 18th Recon-NW Ash to N Anky Blvd	953	4,270,439.92	-	-	3,694,687.81	-	575,752.11
NE Four Mile Drive RCB Culvert	955	190,327.93	70,792.00	-	-	-	261,119.93
Rock Creek Trail & Native Plantings	957	4,718.85	-	-	51,060.50	-	(46,341.65)
NW 18th St Extension-Weigel to Spruce	959	783,047.90	-	-	14,479.33	-	768,568.57
Street Patching Program	963	1,291,913.53	3,375.60	-	725,534.66	-	569,754.47
Traffic Signalization	965	1,741,077.73	-	-	373,585.27	-	1,367,492.46
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordnance to W 1st	968	1,765,148.18	-	-	1,262,052.99	-	503,095.19
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	(449,119.94)	-	-	58,348.53	-	(507,468.47)
Park Development	973	469,143.42	6,500.00	668.72	122,203.97	-	354,108.17
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	373,440.00	-	-	176,941.90	-	196,498.10
Prairie Trail Public Improvements	977	4,818,149.83	-	-	-	-	4,818,149.83
NE Delaware Reconstruction 5th-18th	979	2,574,615.20	1,465,591.33	-	3,094,936.95	-	945,269.58
S Ankeny & Magazine Safety	982	(106,009.17)	-	-	897.00	-	(106,906.17)
SE Crosswinds/SE 77th Improvements	983	(2,391,441.09)	2,591,318.58	-	364,731.41	-	(164,853.92)
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	(34,410.76)	-	-	-	-	(34,410.76)
High Trestle Trail Trailhead & Pkg Lot	989	74,205.79	-	-	4,351.49	-	69,854.30
High Trestle Trail Experience Park	990	665,691.25	-	-	950.00	-	664,741.25
NW 36th Widening from Ash to Ankeny Blvd	992	981,790.48	-	-	805,116.85	-	176,673.63
SE Delaware Widening	993	30,981.93	-	-	79,398.02	-	(48,416.09)
Street/Sidewalk Oversizing	995	34,619.72	-	-	16,538.50	-	18,081.22
Capital Projects Reserve	997	6,916,103.39	-	-	-	-	6,916,103.39
SW Oralabor & State Safety Improvements	998	1,762,112.94	-	-	1,402,094.09	-	360,018.85
Total Non Utility Fund Capital Projects		$ 35,629,809.37	$ 4,745,104.10	$ 668.72	$ 17,205,009.29	$ 668.72	$ 23,169,904.18

City of Ankeny
Revenue Summary by Fund
October 31, 2023

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of October 31, 2023	Variance	Percent [2]
General:							
General	100	$ 40,677,426.76	$ 44,806,791.52	$ 45,242,433.00	$ 20,723,911.67	$ (24,518,521.33)	45.81%
Hotel/Motel Tax	233	2,664.51	19,235.10	6,000.00	-	(6,000.00)	0.00%
Special Revenue:							
Fire Gift	220	2,439	6,536	5,300.00	665.00	(4,635.00)	12.55%
Hawkeye Park Player Fees	240	9,378.03	7,641.94	10,400.00	2,895.00	(7,505.00)	27.84%
Police Gift	250	4,209.82	4,073.60	4,100.00	-	(4,100.00)	0.00%
Road Use Tax	260	9,074,922.97	9,577,651.33	8,935,310.00	3,343,854.89	(5,591,455.11)	37.42%
Police Seizure	270	12,434.91	22,100.89	6,800.00	3,943.04	(2,856.96)	57.99%
Tax Increment Financing	280	9,148,707.02	10,056,491.47	10,399,833.00	5,443,112.62	(4,956,720.38)	52.34%
Police and Fire Retirement	290	2,393,282.25	2,546,782.13	2,662,549.00	1,237,820.24	(1,424,728.76)	46.49%
Landfill Post-Closure	295	124.62	1,896.90	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	47,841.33	44,723.83	46,700.00	8,745.59	(37,954.41)	18.73%
Park Dedication	440	30,723.29	47,100.34	5,000.00	-	(5,000.00)	0.00%
Sports Complex Foundation	445	15,875.92	17,604.74	14,000.00	13,435.00	(565.00)	95.96%
Ankeny Garden Club	446	1,449.54	1,592.45	1,420.00	-	(1,420.00)	0.00%
Miracle Park Fund	448	10,853.15	8,517.47	5,600.00	3,209.20	(2,390.80)	57.31%
Dog Park Trust Fund	449	333.93	767.55	-	-	-	
P&R Scholarship Fund	450	-	27,173.90	-	-	-	
Civic Trust Fund	484	186,464.14	-	-	17,267.92	17,267.92	
Debt Service	300	29,364,984.36	15,102,496.15	15,497,792.00	7,204,711.71	(8,293,080.29)	46.49%
Enterprise:							
Solid Waste	500	1,183,182.09	1,363,021.03	1,475,000.00	474,646.53	(1,000,353.47)	32.18%
Utility Deposits	505	201,802.31	190,642.85	217,000.00	88,612.38	(128,387.62)	40.84%
Water Operations	510	18,128,905.67	19,545,481.82	21,619,504.00	9,549,225.71	(12,070,278.29)	44.17%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	17,758,873.85	17,085,080.35	16,854,119.00	6,132,320.53	(10,721,798.47)	36.38%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,413,386.00	3,671,742.25	3,643,814.00	1,202,641.12	(2,441,172.88)	33.01%
Golf Course	590	2,224,378.94	2,573,720.83	1,934,000.00	1,308,279.98	(625,720.02)	67.65%
Capital Project:							
Utility Fund Capital Projects	6**	6,578,382.26	3,393,193.39	7,845,000.00	4,669,538.90	(3,175,461.10)	59.52%
Special Assessments	8**	-	277,157.71	-	477,550.00	477,550.00	
Capital Projects	9**	25,146,661.48	15,806,305.27	22,337,913.00	4,745,104.10	(17,592,808.90)	21.24%
Total Budgeted Revenues		$ 165,619,688.54	$ 146,205,522.84	$ 158,770,387.00	$ 66,651,491.13	$ (92,118,895.87)	41.98%
Internal Service:							
Revolving	710	$ 1,343,470.86	$ 1,472,271.23	$ 1,789,570.00	$ 430,824.92	$ (1,358,745.08)	24.07%
Risk Management	720	1,280,848.03	2,354,386.64	1,498,000.00	81,037.14	(1,416,962.86)	5.41%
Health Insurance	730	4,805,782.88	5,394,634.32	5,215,000.00	1,914,768.54	(3,300,231.46)	36.72%
Sustainability Revolving Loan	770	1,370.00	1,230.73	200.00	-	(200.00)	0.00%
Economic Development Revolving	780	14,421.21	8,726.69	4,600.00	-	(4,600.00)	0.00%
Equipment Reserve	790	135,059.94	134,122.32	303,385.00	-	(303,385.00)	0.00%
Total Unbudgeted Revenues		$ 7,580,952.92	$ 9,365,371.93	$ 8,810,755.00	$ 2,426,630.60	$ (6,384,124.40)	27.54%
Total All Revenues [1]		$ 173,200,641.46	$ 155,570,894.77	$ 167,581,142.00	$ 69,078,121.73	$ (98,503,020.27)	41.22%

[1] Includes interfund transactions.
[2] October is 33.3% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
October 31, 2023

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of October 31, 2023	Variance	Percent [2]
General:							
General	100	$ 35,445,204.86	$ 39,926,831.86	$ 45,575,192.00	$ 15,080,146.58	$ (30,495,045.42)	33.09%
Hotel/Motel Tax	233	1,092,757.61	1,366,279.13	1,382,289.00	419,724.19	(962,564.81)	30.36%
Special Revenue:							
Fire Gift	220	280	324	5,000.00	-	(5,000.00)	0.00%
Hawkeye Park Player Fees	240	-	17,434.00	22,120.00	-	(22,120.00)	0.00%
Police Gift	250	-	3,932.94	4,000.00	-	(4,000.00)	0.00%
Road Use Tax	260	6,309,244.00	6,546,030.24	8,345,582.00	2,464,845.87	(5,880,736.13)	29.53%
Police Seizure	270	9,710.60	4,700.15	39,900.00	34,440.14	(5,459.86)	86.32%
Tax Increment Financing	280	1,974,910.00	2,565,008.00	2,804,559.00	-	(2,804,559.00)	0.00%
Police and Fire Retirement	290	2,580,774.17	2,727,388.46	2,839,551.00	949,845.23	(1,889,705.77)	33.45%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	41,770.78	46,895.73	46,000.00	33,219.68	(12,780.32)	72.22%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	3,640.00	-	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	320.00	10,000.00	630.94	(9,369.06)	6.31%
Dog Park Trust Fund	449	-	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	291.75	(4,708.25)	5.84%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	38,022,650.42	24,205,486.24	25,028,489.00	-	(25,028,489.00)	0.00%
Enterprise:							
Solid Waste	500	1,310,972.54	1,059,080.77	1,483,821.00	430,692.80	(1,053,128.20)	29.03%
Utility Deposits	505	155,535.00	168,900.00	183,000.00	78,650.00	(104,350.00)	42.98%
Water Operations	510	13,866,790.86	12,631,530.53	26,151,282.00	4,753,687.83	(21,397,594.17)	18.18%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	5,273,795.42	1,592,286.76	2,207,538.00	-	(2,207,538.00)	0.00%
Sewer Operations	550	9,250,821.92	12,735,377.06	9,475,151.00	3,620,525.48	(5,854,625.52)	38.21%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	4,076,287.50	-	-	-	-	
Storm Water	580	836,450.19	1,100,902.52	1,194,213.00	390,281.79	(803,931.21)	32.68%
Golf Course	590	1,755,171.77	2,026,266.39	2,340,137.00	981,869.94	(1,358,267.06)	41.96%
Capital Project:							
Utility Fund Capital Projects	6**	7,997,584.72	12,985,502.97	21,125,273.00	8,143,121.54	(12,982,151.46)	38.55%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	23,595,037.43	31,599,841.94	30,775,398.00	17,205,009.29	(13,570,388.71)	55.91%
Total Budgeted Expenditures		$ 153,599,389.99	$ 153,310,319.69	$ 181,044,495.00	$ 54,586,983.05	$ (126,457,511.95)	30.15%
Internal Service:							
Revolving	710	$ 1,364,108.72	$ 1,423,273.57	$ 1,789,570.00	$ 475,336.34	$ (1,314,233.66)	26.56%
Risk Management	720	1,250,301.56	2,582,375.66	1,498,000.00	885,884.31	(612,115.69)	59.14%
Health Insurance	730	4,771,845.17	5,446,642.56	5,583,000.00	1,499,335.49	(4,083,664.51)	26.86%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	48,362.00	471,067.10	1,480,880.00	-	(1,480,880.00)	0.00%
Total Unbudgeted Expenditures		$ 7,434,617.45	$ 9,923,358.89	$ 10,351,450.00	$ 2,860,556.14	$ (7,490,893.86)	27.63%
Total All Expenditures [1]		$ 161,034,007.44	$ 163,233,678.58	$ 191,395,945.00	$ 57,447,539.19	$ (133,948,405.81)	30.02%

[1] Includes interfund transactions.
[2] October is 33.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
October 31, 2023

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of October 31, 2023	Over (under) Budget	Percent [1]
General Fund:						
Property Tax:						
General Property Tax	$ 25,054,492	$ 27,322,028	$ 28,854,508	$ 13,404,901	$ (15,449,607)	46.46%
Ag Land Tax	12,960	12,794	14,484	6,459	(8,025)	44.59%
Airport Authority Levy	621,186	651,414	683,324	317,456	(365,868)	46.46%
Subtotal	$ 25,688,638	$ 27,986,235	$ 29,552,316	$ 13,728,816	$ (15,823,500)	46.46%
Non-Property Taxes:						
Hotel/Motel Tax	$ 1,527,170	$ 2,119,476	$ 1,982,000	$ 543,191	$ (1,438,809)	27.41%
Mobile Home Tax	16,026	16,515	15,300	9,179	(6,121)	59.99%
Utility Replacement Tax	188,001	200,301	201,691	99,628	(102,063)	49.40%
Utility Franchise Tax	1,600,494	1,785,485	1,419,000	810,714	(608,286)	57.13%
Cable TV Franchise Tax	250,135	218,635	216,000	95,728	(120,272)	44.32%
Subtotal	$ 3,581,827	$ 4,340,413	$ 3,833,991	$ 1,558,440	$ (2,275,551)	40.65%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	$ 119,059	$ 67,462	$ 65,000	$ 57,916	$ (7,084)	89.10%
Cigarette Permits	6,050	5,375	5,000	375	(4,625)	7.50%
Solicitor Licenses	8,870	9,015	7,000	1,715	(5,285)	24.50%
Miscellaneous Business Licenses	9,050	17,710	7,000	8,160	1,160	116.57%
Garbage Licenses	1,400	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	41,450	40,931	35,000	4,968	(30,032)	14.20%
Fire Permits	5,113	17,180	3,000	5,050	2,050	168.33%
Code Enforcement Licenses & Permits:						
Alarm Permits	12,410	13,195	14,000	4,615	(9,385)	32.96%
Building Permits	2,069,033	1,820,542	1,262,000	479,881	(782,119)	38.03%
Electrical Permits	173,295	170,372	103,000	48,083	(54,917)	46.68%
Heating Permits	122,470	120,454	67,000	39,354	(27,646)	58.74%
Plumbing Permits	128,084	135,380	92,000	26,346	(65,655)	28.64%
Driveway Permits	16,680	13,615	6,000	3,410	(2,590)	56.83%
Sidewalk Permits	16,005	13,515	6,000	3,210	(2,790)	53.50%
Moving/Demolition Permits	325	225	100	100	-	100.00%
Fence & Oversize Permits	87,087	78,394	65,000	15,471	(49,529)	23.80%
Subtotal	$ 2,816,381	$ 2,524,765	$ 1,738,500	$ 698,653	$ (1,039,847)	40.19%
Use of Money and Property:						
Interest	$ 214,311	$ 2,103,263	$ 2,300,000	$ 1,675,510	$ (624,490)	72.85%
Commissions	19,015	7,307	7,600	366	(7,234)	4.82%
Advertising	-	-	-	-	-	
Leases	43,632	46,078	46,062	2,000	(44,062)	4.34%
Community Centers Rental	81,268	89,871	77,000	40,375	(36,626)	52.43%
Park Shelter Rentals	24,861	25,988	18,000	6,323	(11,678)	35.13%
Sports Complex Rentals	123,567	116,281	88,000	100,024	12,024	113.66%
Aquatic Center Rentals	34,357	39,384	30,000	947	(29,053)	3.16%
Miscellaneous Rentals	27,584	84,782	11,000	26,018	15,018	236.53%
Subtotal	$ 568,595	$ 2,512,954	$ 2,577,662	$ 1,851,563	$ (726,099)	71.83%
Intergovernmental Revenue:						
Local:						
Fire Protection	$ 359,911	$ 225,340	$ 443,000	$ 171,596	$ (271,404)	38.73%
School/Police Agreements	145,066	156,204	145,487	78,595	(66,892)	54.02%
County Library Contribution	150,776	185,284	185,284	-	(185,284)	0.00%
Other Local Contributions	42,900	54,244	68,000	36,013	(31,987)	52.96%
State:						
Commercial & Industrial Replacement	664,092	530,674	401,278	200,675	(200,603)	50.01%
Business Property Tax Credit	-	-	211,779	105,890	(105,889)	50.00%
Library Contribution	31,060	28,987	28,987	16,875	(12,112)	58.22%
Miscellaneous Grants	18,208	-	-	-	-	
Federal:						
Public Safety Grants	174,663	64,802	45,000	40,030	(4,970)	88.96%
Subtotal	$ 1,586,676	$ 1,245,535	$ 1,528,815	$ 649,674	$ (879,141)	42.50%
Service Charges:						
Police and Fire:						
Insurance Reports	$ 8,643	$ 8,815	$ 9,000	$ 3,775	$ (5,225)	41.94%
Fire/Ambulance Reports	140	130	200	20	(180)	10.00%
False Alarm Fees	1,975	2,200	4,000	425	(3,575)	10.63%
Ambulance Charges	2,750,308	2,606,610	2,866,760	994,572	(1,872,188)	34.69%
Fingerprinting	14,175	12,508	15,000	3,039	(11,962)	20.26%
Towing Surcharge	1,920	2,340	2,000	490	(1,510)	24.50%
Plan Review Fees	40,435	23,300	15,000	4,200	(10,800)	28.00%
Parks and Recreation:						
Admissions	590,141	611,737	496,000	422,186	(73,814)	85.12%
Season Passes	476,049	492,194	463,000	22,405	(440,595)	4.84%
Special Population	1,851	-	-	-	-	
Special Programs	154,535	154,003	131,000	26,895	(104,105)	20.53%
Rec Programs - Tax Exempt	515,901	576,841	453,000	216,726	(236,274)	47.84%
Swimming Lessons	125,497	131,018	112,000	8,057	(103,943)	7.19%
Dog Park Passes	33,604	27,382	37,000	4,331	(32,669)	11.71%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of October 31, 2023	Over (under) Budget	Percent [1]
Housing and Subdivision:						
Housing Code	101,200	93,094	64,000	34,825	(29,175)	54.41%
Plan Review Fees	508,062	339,534	249,000	89,219	(159,781)	35.83%
Site Plan Review	18,300	15,300	8,000	3,160	(4,840)	39.50%
Zoning	6,380	5,645	4,000	5,760	1,760	144.00%
Subdivision Filing Fees	14,640	7,980	4,000	4,440	440	111.00%
Board of Adjustment Fees	3,120	3,720	2,000	1,230	(770)	61.50%
Architect Review Board Fees	6,305	4,005	3,000	645	(2,355)	21.50%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	340,235	333,771	410,946	80,793	(330,153)	19.66%
Animal Impound Fees	3,680	3,353	7,000	1,233	(5,767)	17.61%
Copy Charges	8,890	10,315	8,000	3,554	(4,446)	44.43%
Miscellaneous Service Charges	11,700	10,595	9,000	11,218	2,218	124.65%
Subtotal	$ 5,737,685	$ 5,476,391	$ 5,372,906	$ 1,943,198	$ (3,429,708)	36.17%
Other Revenues:						
Map Sales	$ 30	$ 25	$ -	$ 20	$ 20	
Sales/Salvages	1,897	16,529	400	2,464	2,064	615.94%
Concessions	288,637	282,327	234,000	167,040	(66,960)	71.38%
Contributions-Private Sources	-	6,200	-	22,167	22,167	
Program Sponsorships	25,172	28,034	18,000	7,968	(10,032)	44.27%
Refunds/Rebates	14,592	1,880	-	-	-	
Prairie Ridge Maint Reimb	241,132	206,277	265,843	46,909	(218,935)	17.65%
Roadway Signage Reimb	6,625	16,385	-	-	-	
Police OT Reimb	18,229	11,936	12,000	11,700	(300)	97.50%
Court Fines	49,968	83,247	78,000	10,974	(67,026)	14.07%
Library Fines	20,924	19,374	20,000	5,303	(14,697)	26.52%
Miscellaneous Library Revenues	7,846	7,046	6,000	5,752	(248)	95.87%
Miscellaneous Revenues	20,529	40,191	4,000	12,866	8,866	321.66%
Overages/Shortages	2,045	1,048	-	404	404	
Subtotal	$ 697,625	$ 720,498	$ 638,243	$ 293,567	$ (344,676)	46.00%
Fund Total	$ 40,677,427	$ 44,806,792	$ 45,242,433	$ 20,723,912	$ (24,518,521)	45.81%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	$ 665	$ 17,235	$ 6,000	$ -	$ (6,000)	0.00%
Refunds/Reimbursements	2,000	2,000	-	-	-	
Fund Total	$ 2,665	$ 19,235	$ 6,000	$ -	$ (6,000)	0.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	$ 9,052,931	$ 9,343,167	$ 8,825,310	$ 3,342,239	$ (5,483,071)	37.87%
Interest	12,651	227,038	105,000	-	(105,000)	0.00%
Grants	4,735	-	-	-	-	
Salvage Sales	4,006	2,263	-	754	754	
Refunds	600	4,204	5,000	143	(4,857)	2.86%
Reimbursements	-	979	-	720	720	
Fund Total	$ 9,074,923	$ 9,577,651	$ 8,935,310	$ 3,343,855	$ (5,591,455)	37.42%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	$ 8,365,424	$ 8,990,643	$ 9,337,444	$ 4,225,040	$ (5,112,404)	45.25%
TIF District Urban Renewal II	364,061	483,107	567,684	268,287	(299,397)	47.26%
TIF District Urban Renewal III	389,846	416,756	433,705	410,304	(23,401)	94.60%
Use of Money and Property:						
Interest	8,043	165,985	61,000	-	(61,000)	0.00%
Other Reimbursements	21,333	-	-	539,482	539,482	
Fund Total	$ 9,148,707	$ 10,056,491	$ 10,399,833	$ 5,443,113	$ (4,956,720)	52.34%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	$ 2,277,681	$ 2,442,175	$ 2,558,395	$ 1,188,574	$ (1,369,821)	46.46%
Non-property Taxes:						
Mobile Home Tax	1,422	1,442	1,000	790	(210)	78.98%
Utility Replacement Tax	16,678	17,487	17,469	8,629	(8,840)	49.40%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	58,911	46,307	34,756	17,373	(17,383)	49.99%
Grants	11,605	-	-	-	-	
School Police Agreements	26,036	26,824	26,586	13,282	(13,304)	49.96%
Business Property Tax Credit	-	-	18,343	9,172	(9,171)	50.00%
Use of Money and Property:						
Interest	950	6,250	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	6,297	-	-	-	
Fund Total	$ 2,393,282	$ 2,546,782	$ 2,662,549	$ 1,237,820	$ (1,424,729)	46.49%
Debt Service Fund:						
Property Tax:						
General Property Tax	$ 14,253,678	$ 14,611,968	$ 15,054,041	$ 7,001,126	$ (8,052,915)	46.51%
Non-property Taxes:						
Mobile Home Tax	8,275	8,003	8,000	4,316	(3,684)	53.95%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of October 31, 2023	Over (under) Budget	Percent [1]
Utility Replacement Tax	97,033	96,971	95,287	47,068	(48,219)	49.40%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	342,757	276,946	204,411	102,174	(102,237)	49.98%
Business Property Tax Credit	-	-	100,053	50,027	(50,026)	50.00%
Use of Money and Property:						
Interest	3,241	108,608	36,000	-	(36,000)	0.00%
Bond Proceeds	14,660,000	-	-	-	-	
Fund Total	$ 29,364,984	$ 15,102,496	$ 15,497,792	$ 7,204,712	$ (8,293,080)	46.49%
Solid Waste Fund:						
Recycling Fees	$ 1,163,983	$ 1,336,486	1,454,000	467,642	(986,358)	32.16%
Service Charges	19,030	20,455	20,000	7,004	(12,996)	35.02%
Grants	-	-	-	-	-	
Interest	168	6,080	1,000	-	(1,000)	0.00%
Fund Total	$ 1,183,182	$ 1,363,021	$ 1,475,000	$ 474,647	$ (1,000,353)	32.18%
Water Fund:						
Refunds	$ 11,791	$ 10,482	11,000	5,989	$ (5,011)	54.44%
Sales Tax	(151)	63	-	27	27	
Excise Tax	904,784	982,146	1,166,000	493,334	(672,666)	42.31%
Cell Tower Lease	83,008	82,534	85,197	12,410	(72,787)	14.57%
Outside Billing	20,263	27,692	20,000	4,850	(15,150)	24.25%
Water Sales	12,712,319	13,850,632	15,695,691	7,467,412	(8,228,279)	47.58%
Hook Up Fees	329,793	308,782	200,000	98,335	(101,665)	49.17%
Meter Sales	477,374	434,881	520,000	150,299	(369,701)	28.90%
Temporary Water Sales	85,620	79,960	80,000	15,940	(64,060)	19.93%
Water Availability	3,344,757	3,589,191	3,654,616	1,251,894	(2,402,722)	34.26%
Service Charges	136,937	140,629	127,000	54,500	(72,500)	42.91%
Unapplied Credits	14,782	7,879	-	(11,142)	(11,142)	
Deposits	201,802	190,643	217,000	88,612	(128,388)	40.84%
Interest	4,750	24,000	60,000	-	(60,000)	0.00%
Miscellaneous	2,879	6,612	-	5,380	5,380	
Fund Total	$ 18,330,708	$ 19,736,125	$ 21,836,504	$ 9,637,838	$ (12,198,666)	44.14%
Sewer Fund:						
Sales Tax	$ 243,856	$ 262,457	$ 279,000	$ 84,943	$ (194,057)	30.45%
Refunds	-	53	-	-	-	
Miscellaneous	-	2,780	-	9,649	9,649	
Miscellaneous Service Charge	63,344	60,519	67,000	21,360	(45,640)	31.88%
Sewer Disposal Fee	-	-	-	-	-	
Sewer Usage	9,943,470	10,019,648	9,830,513	3,213,079	(6,617,434)	32.68%
Hook Up Fees	1,110,017	299,199	300,000	606,829	306,829	202.28%
Sewer Availability	6,385,182	6,426,174	6,317,606	2,154,461	(4,163,145)	34.10%
Interest	13,006	14,250	60,000	42,000	(18,000)	70.00%
Fund Total	$ 17,758,874	$ 17,085,080	$ 16,854,119	$ 6,132,321	$ (10,721,798)	36.38%
Storm Water Fund						
Permits	$ 101,620	$ 97,220	$ 60,000	$ 23,140	$ (36,860)	38.57%
Interest	3,373	70,903	29,000	-	(29,000)	0.00%
Sales Tax	61,672	66,277	75,000	22,776	(52,224)	30.37%
Service Charges	3,245,895	3,423,284	3,479,814	1,156,725	(2,323,089)	33.24%
Miscellaneous	826	14,059	-	-	-	
Fund Total	$ 3,413,386	$ 3,671,742	$ 3,643,814	$ 1,202,641	$ (2,441,173)	33.01%
Golf Course Fund:						
Refunds	$ 1,980	$ 1,172	$ 1,000	$ 46	$ (954)	4.59%
Rebates	-	-	-	-	-	
Commissions	2,123	1,051	1,000	123	(877)	12.30%
Miscellaneous Service Charges	21,486	26,649	24,000	14,202	(9,798)	59.17%
Gift Certificates	9,425	3,447	-	(2,328)	(2,328)	
Driving Range	183,347	212,937	185,000	105,475	(79,525)	57.01%
Rec Program Fees	25,074	27,770	22,000	(48)	(22,048)	-0.22%
Overages (Shortages)	(37)	(1,145)	-	(1,316)	(1,316)	
Food and Beverage Sales	242,698	292,505	196,000	170,033	(25,967)	86.75%
Clubhouse and Banquet Rental	30,610	28,729	31,000	7,933	(23,067)	25.59%
Alcoholic Beverage Sales	286,436	332,814	206,000	179,209	(26,791)	86.99%
Season Passes	114,336	109,799	98,000	3,176	(94,824)	3.24%
Greens Fees	662,097	757,386	573,000	432,237	(140,764)	75.43%
Merchandise Sales	115,259	150,417	105,000	75,344	(29,656)	71.76%
Cart Rental	398,453	446,538	345,000	247,446	(97,554)	71.72%
Equipment Rental	2,877	3,604	3,000	2,060	(940)	68.67%
Sales Tax	42,081	46,635	34,000	22,347	(11,653)	65.73%
Miscellaneous Revenue	84,767	100,824	95,000	52,342	(42,658)	55.10%
Interest	1,366	32,591	15,000	-	(15,000)	0.00%
Fund Total	$ 2,224,379	$ 2,573,721	$ 1,934,000	$ 1,308,280	$ (625,720)	67.65%
Total - Major Operating Funds	$ 133,572,517	$ 126,539,137	$ 128,487,354	$ 56,709,137	$ (71,778,217)	44.14%

[1] October is 33.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
October 31, 2023

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	$ 2,000	$ 10,211	$ 8,211	511%	$ 2,002,095	$ 583,914	$ (1,418,181)	29%
Police Operations	1112	282,487	175,404	(107,083)	62%	8,221,822	2,683,262	(5,538,560)	33%
Police Support Services	1114	43,000	11,898	(31,102)	28%	2,978,095	988,600	(1,989,495)	33%
Crossing Guards	1119	-	-	-	N/A	118,129	14,008	(104,121)	12%
Emergency Preparedness	1140	-	-	-	N/A	99,144	22,806	(76,338)	23%
Fire Support	1141	461,200	180,898	(280,302)	39%	1,346,654	357,118	(989,536)	27%
Fire Suppression	1142	1,000	6,686	5,686	669%	3,713,161	1,123,052	(2,590,109)	30%
Emergency Medical Services	1144	2,867,760	994,572	(1,873,188)	35%	6,392,097	1,783,482	(4,608,615)	28%
Code Enforcement	1460	1,857,100	731,667	(1,125,433)	39%	2,152,474	698,402	(1,454,072)	32%
Animal Control	2224	7,000	1,233	(5,767)	18%	31,000	11,250	(19,750)	36%
Subtotal		$ 5,521,547	$ 2,112,569	$ (3,408,978)	38%	$ 27,054,671	$ 8,265,893	$ (18,788,778)	31%
Culture & Recreation:									
Library	2331	$ 260,971	$ 57,598	$ (203,373)	22%	$ 2,789,570	$ 945,648	$ (1,843,922)	34%
Park Administration	2440	60,000	10,767	(49,233)	18%	349,345	116,456	(232,889)	33%
Park Maintenance	2441	-	-	-	N/A	2,084,369	719,093	(1,365,276)	34%
Recreation Programs	2442	526,000	206,526	(319,474)	39%	936,428	339,550	(596,878)	36%
Community Centers	2443	181,000	98,215	(82,786)	54%	585,320	167,264	(418,056)	29%
Aquatic Centers	2444	1,262,000	583,009	(678,991)	46%	1,597,732	924,399	(673,333)	58%
Prairie Ridge Sports Complex	2445	380,600	141,147	(239,454)	37%	1,211,674	448,697	(762,977)	37%
Hawkeye Concessions	2446	58,300	37,791	(20,509)	65%	66,120	25,818	(40,302)	39%
Cemetery	3547	-	-	-	N/A	600	600	-	100%
Subtotal		$ 2,728,871	$ 1,135,052	$ (1,593,819)	42%	$ 9,621,158	$ 3,687,525	$ (5,933,633)	38%
Public Works:									
Airport Authority	3548	$ 702,472	$ 327,062	$ (375,410)	47%	$ 702,928	$ 351,464	$ (351,464)	50%
Subtotal		$ 702,472	$ 327,062	$ (375,410)	47%	$ 702,928	$ 351,464	$ (351,464)	50%
Community & Economic Development:									
Development Engineering	3545	$ 58,000	$ 10,696	$ (47,304)	18%	$ 1,032,176	$ 403,747	$ (628,429)	39%
Housing Authority	3648	-	-	-	N/A	23,707	-	(23,707)	0%
Economic Development	4886	-	-	-	N/A	392,551	131,861	(260,690)	34%
Community Development	4887	22,000	15,655	(6,345)	71%	1,219,152	413,660	(805,492)	34%
Subtotal		$ 80,000	$ 26,351	$ (53,649)	33%	$ 2,667,586	$ 949,268	$ (1,718,318)	36%
General Government:									
Communications	2335	$ -	$ -	$ -	N/A	$ 465,913	$ 153,020	$ (312,893)	33%
Mayor and City Council	4881	-	-	-	N/A	524,927	109,123	(415,804)	21%
Human Resources	4882	-	-	-	N/A	517,045	163,287	(353,758)	32%
City Manager	4883	-	-	-	N/A	1,142,447	407,820	(734,627)	36%
City Clerk	4884	120,400	73,134	(47,266)	61%	531,410	165,534	(365,876)	31%
Finance	4885	35,678,197	16,966,673	(18,711,524)	48%	611,177	208,637	(402,540)	34%
Information Technology	4889	410,946	83,072	(327,874)	20%	1,643,782	597,153	(1,046,629)	36%
City Hall Building	4891	-	-	-	N/A	92,148	21,421	(70,727)	23%
Subtotal		$ 36,209,543	$ 17,122,878	$ (19,086,665)	47%	$ 5,528,849	$ 1,825,997	$ (3,702,852)	33%
Total General Fund		$ 45,242,433	$ 20,723,912	$ (24,518,521)	46%	$ 45,575,192	$ 15,080,147	$ (30,495,045)	33%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	$ 6,000	$ -	$ (6,000)	0%	$ 1,382,289	$ 419,724	$ (962,565)	30%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	$ -	$ -	$ -	N/A	$ 726,000	$ 212,455	$ (513,545)	29%
Roadway Administration	3261	8,935,310	3,342,992	(5,592,318)	37%	2,041,267	656,554	(1,384,713)	32%
Roadway Maintenance	3262	-	863	863	N/A	2,737,874	846,917	(1,890,957)	31%
Snow and Ice Control	3263	-	-	-	N/A	1,383,193	232,595	(1,150,598)	17%
Traffic Safety	3265	-	-	-	N/A	1,457,248	516,325	(940,923)	35%
Total Road Use Tax Fund		$ 8,935,310	$ 3,343,855	$ (5,591,455)	37%	$ 8,345,582	$ 2,464,846	$ (5,880,736)	30%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Tax Increment Financing									
Community and Economic Development	4280	$ 10,399,833	$ 5,443,113	$ (4,956,720)	52%	$ 2,804,559	$ -	$ (2,804,559)	0%
Police and Fire Retirement									
Public Safety:	4290	$ 2,662,549	$ 1,237,820	$ (1,424,729)	46%	$ 2,839,551	$ 949,845	$ (1,889,706)	33%
Debt Service									
Debt Service:	4300	$ 15,497,792	$ 7,204,712	$ (8,293,080)	46%	$ 25,028,489	$ -	$ -	0%
Solid Waste									
Enterprise:	3500	$ 1,475,000	$ 474,647	$ (1,000,353)	32%	$ 1,483,821	$ 430,693	$ (1,053,128)	29%
Water									
Enterprise:									
Utility Deposits	3505	$ 217,000	$ 88,612	$ (128,388)	41%	$ 183,000	$ 78,650	$ (104,350)	43%
Water Administration	3510	21,619,504	9,549,226	(12,070,278)	44%	23,387,144	3,827,307	(19,559,837)	16%
Water Maintenance	3512	-	-	-	N/A	2,764,138	926,380	(1,837,758)	34%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	2,207,538	-	(2,207,538)	0%
Total Water Fund		$ 21,836,504	$ 9,637,838	$ (12,198,666)	44%	$ 28,541,820	$ 4,832,338	$ (23,709,482)	17%
Sewer									
Enterprise:									
Wastewater Administration	3550	$ 16,854,119	$ 6,132,321	$ (10,721,798)	36%	$ 8,047,467	$ 3,163,469	$ (4,883,998)	39%
Wastewater Operations	3552	-	-	-	N/A	1,427,684	457,057	(970,627)	32%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		$ 16,854,119	$ 6,132,321	$ (10,721,798)	36%	$ 9,475,151	$ 3,620,525	$ (5,854,626)	38%
Storm Water									
Enterprise:									
Storm Water Administration	3580	$ 3,643,814	$ 1,202,641	$ (2,441,173)	33%	$ 929,844	$ 328,144	$ (601,700)	35%
Street Cleaning	3584	-	-	-	N/A	264,369	62,138	(202,231)	24%
Total Storm Water Fund		$ 3,643,814	$ 1,202,641	$ (2,441,173)	33%	$ 1,194,213	$ 390,282	$ (803,931)	33%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	$ 1,000	$ 46	$ (954)	5%	$ 805,163	$ 291,373	$ (513,790)	36%
Golf Course Pro Shop	2592	1,384,000	885,626	(498,374)	64%	691,398	321,554	(369,844)	47%
Golf Course Banquet Services	2595	549,000	422,608	(126,392)	77%	843,576	368,943	(474,633)	44%
Total Golf Course Fund		$ 1,934,000	$ 1,308,280	$ (625,720)	68%	$ 2,340,137	$ 981,870	$ (1,358,267)	42%
Total		$ 128,487,354	$ 56,709,137	$ (71,778,217)	44%	$ 129,010,804	$ 29,170,270	$ (74,812,045)	23%

City of Ankeny
Investment Schedule
October 2023

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance October 31, 2023
Capital Projects													
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	$ 5,000,000.00	$ -	$ -	$ 152,500.00	$ 5,000,000.00	$ -
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	-	(105,079.71)	142,707.72	4,894,920.29	-
13571051	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	168,000.01	4,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	4.464%	4/10/2023	2/29/2024	325	2,000,000.00	5,292.12	(35,787.50)	18,457.88	-	1,964,212.50
313-91634	RBC Wealth Managem	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	-	(101,231.25)	22,500.00	-	2,898,768.75
313-91634	RBC Wealth Managem	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	-	(150,726.56)	-	-	4,849,273.44
	Robert W. Baird & Co.	T-Note	T-Note	5.462%	6/30/2023	6/30/2024	366	5,000,000.00	-	(176,459.40)	-	-	4,823,540.60
1346315-1	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	5.407%	9/5/2023	8/15/2024	345	5,000,000.00	1,069.97	(226,243.75)	-	-	4,774,826.22
48511043811	Veridian Credit Union	CD	CD	5.500%	9/27/2023	9/27/2024	366	4,000,000.00	-	-	-	-	4,000,000.00
Subtotal								$ 41,000,000.00	$ 6,362.09	$ (795,528.17)	$ 504,165.61	$ 13,894,920.29	$ 26,310,621.51
Equipment Reserve													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
Subtotal								$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
General Funds													
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	$ 5,000,000.00	$ -	$ (124,513.59)	$ 127,638.59	$ 4,875,486.41	$ -
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	149,678.65	5,000,000.00	-
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	210,000.00	5,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	-	(101,721.57)	-	-	2,898,278.43
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1346728-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.597%	4/3/2023	3/31/2024	363	5,000,000.00	922.13	(111,621.90)	55,327.87	-	4,888,378.10
313-91634	RBC Wealth Managem	T-Note	T-Note	4.596%	4/17/2023	4/30/2024	379	5,000,000.00	-	(116,242.20)	-	-	4,883,757.80
3001078547	Lincoln Savings Bank	CD	CD	5.350%	6/27/2023	6/26/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
	RBC Wealth Managem	T-Note	T-Note	5.440%	6/30/2023	6/30/2024	366	5,000,000.00	-	(175,429.70)	-	-	4,824,570.30
260003236	Community State	CD	CD	5.740%	9/27/2023	9/26/2024	365	5,000,000.00	-	-	-	-	5,000,000.00
3000907325	Lincoln Savings Bank	MM	Money market	4.250%	N/A	N/A	MM	10,214,247.69	-	-	108,142.18	3,000,000.00	7,214,247.69
39246-101	IPAIT	MM	Money market	5.103%	N/A	N/A	MM	34,503,947.56	-	-	416,287.11	-	34,503,947.56
	Farmers State Bank	MM	Money market	5.080%	N/A	N/A	MM	25,388,550.34	-	-	426,045.99	-	25,388,550.34
Subtotal								$ 128,932,440.04	$ 922.13	$ (629,528.96)	$ 1,493,120.39	$ 17,875,486.41	$ 110,427,424.67
Police/Fire Pension													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
Subtotal								$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
Sewer Improvement Fund													
13571051	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	$ 1,000,000.00	$ -	$ -	$ 42,000.00	$ 1,000,000.00	$ -
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	500,000.00	-	-	-	-	500,000.00
48511043811	Veridian Credit Union	CD	CD	5.500%	9/27/2023	9/27/2024	366	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								$ 3,000,000.00	$ -	$ -	$ 42,000.00	$ 1,000,000.00	$ 2,000,000.00

City of Ankeny
Investment Schedule
October 2023

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance October 31, 2023
Water Fund													
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Subtotal								$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Total Investments								$ 176,432,440.04	$ 7,284.22	$ (1,425,057.13)	$ 2,039,286.00	$ 32,770,406.70	$ 142,238,046.18

Totals by Institution

Bankers Trust	$ 5,000,000.00	$ -	$ -	$ 210,000.01	$ 5,000,000.00	$ -
BMO	-	-	-	-	-	-
BNP Paribas	-	-	-	-	-	-
Community State	11,500,000.00	-	-	-	-	11,500,000.00
Farmers State Bank	25,388,550.34	-	-	426,045.99	-	25,388,550.34
First Interstate Bank	-	-	-	-	-	-
First National Bank	-	-	-	-	-	-
Great Southern Bank	-	-	-	-	-	-
IPAIT	52,503,947.56	-	-	626,287.11	5,000,000.00	47,503,947.56
Lincoln Savings Bank	19,214,247.69	-	-	257,820.83	8,000,000.00	11,214,247.69
Northwest Bank	-	-	-	-	-	-
RBC Wealth Management	37,825,694.45	6,214.25	(917,274.27)	223,924.34	4,875,486.41	32,032,933.77
Robert W. Baird & Co.	15,000,000.00	1,069.97	(507,782.86)	142,707.72	4,894,920.29	9,598,366.82
Two Rivers Bank	-	-	-	-	-	-
South Story Bank & Trust	-	-	-	-	-	-
US Bank	5,000,000.00	-	-	152,500.00	5,000,000.00	-
Veridian Credit Union	5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo Bank	-	-	-	-	-	-
Total	$ 176,432,440.04	$ 7,284.22	$ (1,425,057.13)	$ 2,039,286.00	$ 32,770,406.70	$ 142,238,046.18

Totals by Type

CD	$ 53,500,000.00	$ -	$ -	$ 722,178.66	$ 20,000,000.00	$ 33,500,000.00
Commercial paper	4,825,694.45	-	-	-	-	4,825,694.45
Money market	70,106,745.59	-	-	950,475.28	3,000,000.00	67,106,745.59
T-Bill	-	-	-	-	-	-
T-Note	48,000,000.00	7,284.22	(1,425,057.13)	366,632.06	9,770,406.70	36,805,606.14
	$ 176,432,440.04	$ 7,284.22	$ (1,425,057.13)	$ 2,039,286.00	$ 32,770,406.70	$ 142,238,046.18

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file Building Permit Report for October 2023.

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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October 2023 Building Permit Report

City of Ankeny

Building Permit Report

Month of October 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	October-23		October-22		1/1/2023-10/31/2023		1/1/2022-10/31/2022		7/1/2023-10/31/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	22	$7,864,696	38	$12,784,812	360	$121,699,519	427	$134,430,881	118	$44,055,151
New Single Family Attached/Duplex	0	$0	34	$5,252,626	184	$47,274,723	239	$54,898,005	36	$9,986,545
New Multi - Family	0	$0	34	$27,941,454	1	$7,270,821	53	$67,047,325	0	$0
Total New Residential Permits	**22**	**$7,864,696**	**106**	**$45,978,892**	**545**	**$176,245,063**	**719**	**$256,376,211**	**154**	**$54,041,696**
Additions/Alterations/Other (1)	63	$673,453	60	$598,282	695	$9,035,904	799	$10,112,805	281	$4,399,276
Total New Dwelling Units	***22***		***232***		***595***		***1034***		***154***	
NON-RESIDENTIAL										
New Commercial	2	$1,069,710	3	$27,977,164	23	$52,808,992	31	$169,815,839	10	$16,349,284
COM Additions/Alterations/Other	8	$1,102,084	6	$1,294,511	74	$42,761,745	86	$17,102,366	24	$26,196,141
New Church	0	$0	0	$0	0	$0	1	$13,679,075	0	$0
CHR Additions/Alterations/Other	0	$0	0	$0	1	$17,000	3	$359,880	0	$0
New School	1	$744,500	0	$0	3	$7,000,500	1	$27,196,293	2	$6,930,500
SCH Additions/Alterations/Other	0	$0	0	$0	5	$325,913	3	$40,550	3	$165,000
Total Non Residential Permits	**11**	**$2,916,294**	**9**	**$29,271,675**	**106**	**$102,914,150**	**125**	**$228,194,003**	**39**	**$49,640,925**
MISC PERMITS (2)	77	$126,905	84	$77,736	810	$972,276	886	$1,167,228	367	$502,442
TOTALS	**173**	**$11,581,348**	**259**	**$75,926,585**	**2156**	**$289,167,393**	**2529**	**$495,850,247**	**841**	**$108,584,339**

(1) includes permits issued for sheds, pools, garages, decks, porches, auxiliary structures

(2) includes permits issued for: driveway approach, signs, fences, other misc. non-residential

RSF includes attached & detached dwelling units; RDF includes duplexs; RMF includes apartments & stacked condo units

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Issued from October 2023

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	10/3/2023	$398,625	23-5864-NEW	1624 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/3/2023	$351,712	23-5865-NEW	1620 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/3/2023	$354,272	23-5866-NEW	1616 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/3/2023	$351,504	23-5867-NEW	1612 NE Deerfield Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/4/2023	$432,530	23-5773-NEW	4716 NW 13th St	Quandt Built Homes LLC	Quandt Built Homes LLC
Single Family Detached	New Building	10/10/2023	$326,836	23-5874-NEW	4125 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	10/10/2023	$380,884	23-5888-NEW	2716 NW 27th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	10/13/2023	$277,696	23-5960-NEW	4419 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/13/2023	$262,774	23-6003-NEW	703 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/13/2023	$332,375	23-6050-NEW	4415 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/17/2023	$379,473	23-6067-NEW	4715 NW 13th St	Genesis Homes Inc	Genesis Homes of Iowa LLC
Single Family Detached	New Building	10/18/2023	$422,203	23-6115-NEW	6305 NE Grant Ln	Harvest Ridge Builders	Harvester Ridge Builders LLC
Single Family Detached	New Building	10/24/2023	$390,872	23-6132-NEW	2409 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	10/26/2023	$354,144	23-5989-NEW	301 NE Meadow Ln	Orton Development Company LLC	Orton Development Company LLC
Single Family Detached	New Building	10/26/2023	$353,884	23-6006-NEW	302 NE Meadow Ln	Orton Development Company LLC	Orton Development Company LLC
Single Family Detached	New Building	10/26/2023	$353,884	23-6007-NEW	305 NE Meadow Ln	Orton Development Company LLC	Orton Development Company LLC
Single Family Detached	New Building	10/26/2023	$354,144	23-6008-NEW	306 NE Meadow Ln	Orton Development Company LLC	Orton Development Company LLC
Single Family Detached	New Building	10/26/2023	$353,884	23-6010-NEW	310 NE Meadow Ln	Orton Development Company LLC	Orton Development Company LLC
Single Family Detached	New Building	10/30/2023	$262,774	23-6296-NEW	3703 NE 6th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/31/2023	$362,771	23-6336-NEW	2708 NW Beechwood St	MJ Properties	MJ Properties
Single Family Detached	New Building	10/31/2023	$449,796	23-4684-NEW	3612 NW 28th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/31/2023	$357,660	23-4685-NEW	3616 NW 28th St	Jerry's Homes Inc	Jerrys Homes Inc
School	New Building	10/4/2023	$744,500	22-6548-NEW	1020 SW Cherry St	Edge Commercial	Edge Commercial
Government	New Building	10/17/2023	$280,000	23-4542-NEW	725 SW Prairie Trail Pkwy	Romtec Inc	Burkett Construction, LLC
Office	New Building	10/18/2023	$789,710	22-7105-NEW	2115 SW State St	Wand Christopher	Primus Companies
Single Family Detached	Building Alteration	10/2/2023	$13,100	23-5762-ALT	513 SW Elm St	Jason Breuer	Jason Breuer
Single Family Detached	Fire Repair	10/3/2023	$44,570	23-5907-FREP	2923 SW Snyder Blvd	ServiceMaster by Rice-Const	ServiceMaster by Rice-Const
Single Family Detached	Building Addition	10/4/2023	$6,804	23-4028-ADD	1613 NE Vista Ct	Dewit Construction & Remodeling	Dewit Construction & Remodeling
Single Family Detached	Building Alteration	10/5/2023	$19,372	23-5947-ALT	2529 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Porch	10/5/2023	$4,900	23-5949-PRCH	2501 SW 36th St	Heirloom Builders Inc	Heirloom Builders Inc
Single Family Detached	Building Alteration	10/5/2023	$22,648	23-5955-ALT	2315 SW Vintage Pkwy	MJ Properties LLC	MJ Properties LLC
Single Family Detached	Solar	10/5/2023	$32,399	23-5967-SOL	3312 NW 27th St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	10/9/2023	$12,659	23-5996-ALT	209 NE 51st St	FOUNDATION RECOVERY SYSTEMS	FOUNDATION RECOVERY SYSTEMS
Single Family Detached	Gazebo	10/9/2023	$2,400	23-6002-GAZ	210 NE Mandy Ln	Kayla Stratton	Kayla Stratton
Single Family Detached	Building Alteration	10/12/2023	$23,625	23-6058-ALT	1622 NE Vicksburg Dr	Central Iowa Contractor Services	Central Iowa Contractor Services
Single Family Detached	Building Alteration	10/12/2023	$1,323	23-6070-ALT	317 NW Waterview Ct	The HQ Handyman	The HQ Handyman
Single Family Detached	Solar	10/17/2023	$7,632	23-5341-SOL	3301 SW 29th St	Kevin Hyler	Kevin Hyler
Single Family Detached	Building Alteration	10/17/2023	$25,862	23-6137-ALT	919 NE Meadow Landing Dr	RM Construction	RM Construction
Single Family Detached	Building Alteration	10/17/2023	$11,308	23-6146-ALT	2407 NW Beechwood St	Darryl D Strode	Darryl D Strode
Single Family Detached	Porch	10/18/2023	$7,580	23-6130-PRCH	909 NE Chambers Pkwy	Deck & Drive Solutions	Deck and Drive Solutions

Single Family Detached	Solar	10/18/2023	$23,329	23-6166-SOL	3124 NW 29th St	Purelight Power	Purelight Power
Single Family Detached	Porch	10/19/2023	$2,400	23-6164-PRCH	801 NE Redwood Ln	The HomeLife Brothers	The HomeLife Brothers
Single Family Detached	Solar	10/19/2023	$20,736	23-6192-SOL	3423 NW Rockridge Rd	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	10/20/2023	$19,593	23-6014-ALT	3214 NW 27th Cir	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Alteration	10/20/2023	$4,200	23-6209-ALT	418 SW Westview Dr	BAM Basements	BAM Basements
Single Family Attached	Building Addition	10/23/2023	$20,084	23-5897-ADD	230 SE Willow Run Ln	Midwest Construction	Midwest Construction
Single Family Detached	Building Alteration	10/24/2023	$40,540	23-6018-ALT	3023 NW Reinhart Dr	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	10/24/2023	$25,326	23-6214-ALT	2420 SW Plaza Pkwy	Ultimate Construction Services	Ultimate Construction Services
Single Family Detached	Building Addition	10/27/2023	$16,381	23-6338-ADD	2902 SW Reunion Dr	Next Level Builders Inc	Next Level Builders Inc
Single Family Detached	Building Addition	10/30/2023	$89,542	23-6350-ADD	2933 SW Ridgeview Ln	Caliber Homes	Ryan Corporation, Inc.
Single Family Detached	Building Alteration	10/30/2023	$3,024	23-6423-ALT	1405 SW 2nd St	Dylan Muckey	Dylan Muckey
Single Family Detached	Building Alteration	10/31/2023	$24,885	23-6091-ALT	5424 NW 13th St	Micheal Nasers	Micheal Nasers
Single Family Detached	Building Addition	10/31/2023	$12,000	23-6440-ADD	802 SW Prairie Trail Pkwy	P & P Electric Inc	P & P Electric Inc
SFD (Mobile Home)	Garage	10/16/2023	$42,680	23-5966-ADD	7368 NE Berwick Dr TRLR 92	David Nylen	David Nylen
Single Family Detached	Shed	10/3/2023	$4,000	23-5901-SHD	707 NE Whitetail Dr	Christopher Schroeder	Christopher Schroeder
Single Family Detached	Shed	10/9/2023	$14,400	23-5859-SHD	3019 SW 21st Ct	Leever Homes Inc	Leever Homes Inc
Single Family Detached	Shed	10/11/2023	$4,800	23-6044-SHD	1614 NW College Ave	Tuff Shed	Tuff Shed
Single Family Detached	Shed	10/11/2023	$1,920	23-6046-SHD	3005 NE Huntington Ln	Tuff Shed	Tuff Shed
Single Family Detached	Shed	10/11/2023	$3,840	23-6054-SHD	2707 NW Greenwood St	Nicholas McEachron	Nicholas McEachron
Single Family Detached	Shed	10/25/2023	$1,600	23-6156-SHD	1206 NE Williamsburg Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	10/25/2023	$1,920	23-6320-SHD	905 NW 22nd St	Tuff Shed	Tuff Shed
Single Family Detached	Shed	10/30/2023	$1,200	23-6291-SHD	701 W 1st St	Tuff Shed	Tuff Shed
Single Family Detached	Swimming Pool	10/9/2023	$0	23-6020-POOL	3102 SW Applewood St	Adrianne Fischer	Adrianne Fischer
Single Family Detached	Swimming Pool	10/10/2023	$0	23-5899-POOL	506 NE Georgetown Blvd	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	10/10/2023	$0	23-6029-POOL	5230 NE Seneca Dr	Blue Iowa Pools	Blue Iowa Pools
Multi-Family	Swimming Pool	10/12/2023	$0	23-1975-POOL	1365 NE 31st St	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Spa/Hot Tub	10/24/2023	$0	23-6175-SPA	5302 NW 10th St	James Cleghorn	Water World
Single Family Detached	Spa/Hot Tub	10/24/2023	$0	23-6288-SPA	502 NE 42nd Ct	Michael Arndt	Michael Arndt
Single Family Detached	Deck	10/2/2023	$2,940	23-5876-DECK	2315 SW Abilene Rd	Better Builders	Better Builders
Single Family Detached	Deck	10/5/2023	$1,920	23-5663-DECK	410 NE Pinehurst Cir	Vishal Patel	Ankeny Deck Specialist
Single Family Detached	Deck	10/5/2023	$1,920	23-5671-DECK	414 NE Pinehurst Cir	Vishal Patel	Ankeny Deck Specialist
Single Family Detached	Deck	10/5/2023	$3,840	23-5908-DECK	2509 SW Ridgeway Ct	Campisi Aaron	Campisi Aaron
Single Family Detached	Deck	10/5/2023	$3,072	23-5963-DECK	1910 NE Bel-Aire Dr	Renomads LLC	Renomads LLC
Single Family Detached	Deck	10/6/2023	$1,320	23-5811-DECK	5118 NW 13th St	Salazar Builders	Salazar Builders
Single Family Detached	Deck	10/6/2023	$3,360	23-5944-DECK	3102 SW Applewood St	Custom Decks LLC	Chad Rouse
Single Family Detached	Deck	10/6/2023	$3,024	23-5976-DECK	2509 NW 40th St	Neutzling Marcio	Neutzling Marcio
Single Family Detached	Deck	10/11/2023	$3,600	23-5531-DECK	3103 SW 24th Ct	Vishal Patel	Ankeny Deck Specialist
Single Family Detached	Deck	10/11/2023	$6,048	23-6051-DECK	209 SE 2nd St	Chuck Whitney	Chuck Whitney
Single Family Detached	Deck	10/12/2023	$2,208	23-6071-DECK	375 NE Pinehurst Cir	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	10/13/2023	$1,200	23-6083-DECK	309 SW Logan St	Home Solutions of Iowa	Home Solutions of Iowa
Single Family Detached	Deck	10/18/2023	$1,200	23-6153-DECK	4125 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	Deck	10/19/2023	$192	23-6205-DECK	4304 NW 13th St	Salazar Builders	Salazar Builders
Single Family Detached	Deck	10/20/2023	$4,392	23-6097-DECK	412 NE Mission Ct	Better Builders	Better Builders

Single Family Detached	Deck	10/23/2023	$6,180	23-6207-DECK	2906 SW Glenbrooke Blvd	Richard Shepherd	Richard Shepherd
Single Family Detached	Deck	10/24/2023	$4,320	23-6227-DECK	502 NE 42nd Ct	Michael Arndt	Rod Freeman
Single Family Detached	Deck	10/24/2023	$2,448	23-6297-DECK	505 NW School St	Mark Lyon	Rod Freeman
Single Family Detached	Deck	10/25/2023	$3,456	23-5527-DECK	609 SE Lowell Dr	Vishal Patel	Ankeny Deck Specialist
Mobile Home	Deck	10/26/2023	$2,232	23-6352-DECK	7368 NE Berwick Dr TRLR 66	Emily Head	Jaime Cortez
Mixed Use	Building Alteration	10/4/2023	$200,000	23-4398-ALT	2505 SW White Birch Dr Ste G	Greiner Constrcution	Greiner Constrcution
Retail	Building Alteration	10/9/2023	$75,000	23-5419-ALT	3606 NE Otterview Cir Unit 102	The Blend	The Blend
Restaurant	Building Alteration	10/10/2023	$17,760	23-4719-ALT	1515 SW Main St Ste 105	DRA Properties	DRA Properties, LC
Retail	Building Alteration	10/10/2023	$30,000	23-5845-ALT	1315 SW Oralabor Rd Ste 103	Michael J Crouse	Michael J Crouse
Office	Building Alteration	10/12/2023	$165,000	23-5616-ALT	1465 SW Park Square Dr UT 207	DRA Properties	DRA Properties, LC
Other (Daycare)	Building Alteration	10/12/2023	$7,000	23-5950-ALT	1620 SW White Birch Cir	Brendin Hinman	Brendin Hinman
Office	Building Alteration	10/17/2023	$457,324	23-5677-ALT	1250 SW State St Ste A	Foreman Construction	Foreman Construction
Office	Building Alteration	10/20/2023	$150,000	23-5974-ALT	1608 NW State St Unit 102	Mike Reed	Mike Reed
Single Family Detached	Fence/Wall	10/2/2023	$0	23-5887-FNCE	810 NE Keystone Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	10/3/2023	$0	23-5900-FNCE	624 NE 56th St	Mario E Ramirez	Central Iowa Fencing
Single Family Detached	Fence/Wall	10/4/2023	$0	23-5831-FNCE	704 NE Deerfield Dr	Raganini Emanuele	Bryce Kenworthy
Single Family Detached	Fence/Wall	10/4/2023	$0	23-5894-FNCE	1303 NW Reinhart Dr	Ermin Begovic	Ermin Begovic
Single Family Detached	Fence/Wall	10/4/2023	$0	23-5937-FNCE	1110 NW 3rd St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/6/2023	$0	23-5910-FNCE	1109 SW 50th St	Kent Card	Kent Card
Single Family Detached	Fence/Wall	10/9/2023	$0	23-5988-FNCE	3236 SE 20th St	Hocker Ashley	Hocker Ashley
Single Family Detached	Fence/Wall	10/9/2023	$0	23-6001-FNCE	4418 NW 13th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/9/2023	$0	23-6017-FNCE	401 NE Country Meadow Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/10/2023	$0	23-5964-FNCE	3808 SE Grant St	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	10/10/2023	$0	23-6028-FNCE	3516 NW 14th St	Adam C Graham	GQ Fence Specialists, LLC
Single Family Detached	Fence/Wall	10/10/2023	$0	23-6042-FNCE	1229 NW Reinhart Dr	Mike Jocic Drazen	Mike Jocic Drazen
Single Family Detached	Fence/Wall	10/10/2023	$0	23-6045-FNCE	5230 NE Seneca Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/10/2023	$0	23-6047-FNCE	3203 NW 27th Cir	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	10/11/2023	$0	23-6065-FNCE	2906 SW Pleasant St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/11/2023	$0	23-6068-FNCE	4112 NW 13th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/12/2023	$0	23-6073-FNCE	623 NE Oak Ridge Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/12/2023	$0	23-6077-FNCE	2819 NW 31st St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/12/2023	$0	23-6078-FNCE	3307 NW 27th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/16/2023	$0	23-5846-FNCE	911 SW 47th Cir	Homan Sam	Homan Sam
Single Family Detached	Fence/Wall	10/16/2023	$0	23-5919-FNCE	826 SE Sherman Dr	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	10/18/2023	$0	23-6165-FNCE	1704 SW Walnut St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/19/2023	$0	23-6090-FNCE	308 NW Abilene Rd	Bos Fencing	Bos Fencing
Single Family Attached	Fence/Wall	10/19/2023	$0	23-6180-FNCE	1413 NW 32nd St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/23/2023	$0	23-6206-FNCE	2906 SW Glenbrooke Blvd	Richard Shepherd	Richard Shepherd
Single Family Detached	Fence/Wall	10/25/2023	$0	23-6294-FNCE	1302 NW 27th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	10/26/2023	$0	23-5739-FNCE	1317 W 1st St	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	10/26/2023	$0	23-5965-FNCE	6114 NE Grant Ct	Superior Fence and Rail	Superior Fence and Rail
Single Family Attached	Fence/Wall	10/26/2023	$0	23-6339-FNCE	1306 NW 32nd St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/26/2023	$0	23-6366-FNCE	4724 NE Oak Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/26/2023	$0	23-6368-FNCE	412 NE Georgetown Blvd	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	10/26/2023	$0	23-6369-FNCE	502 NE 43rd Ct	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/31/2023	$0	23-6432-FNCE	1913 NW 31st St	Absolute Fence LLC	Absolute Fence LLC

Restaurant	Sign	10/2/2023	$13,994	23-5848-SIGNP	1465 SW Park Square Dr UT 100	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Restaurant	Sign	10/3/2023	$95	23-5715-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Restaurant	Sign	10/3/2023	$2,996	23-5781-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Restaurant	Sign	10/3/2023	$95	23-5784-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Restaurant	Sign	10/3/2023	$95	23-5785-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Restaurant	Sign	10/3/2023	$95	23-5786-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Restaurant	Sign	10/3/2023	$225	23-5788-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Restaurant	Sign	10/3/2023	$225	23-5789-SIGNP	1806 SE Delaware Ave	Lakeco Enterprises, Inc.	Lakeco Enterprises, Inc.
Manufacturing	Sign	10/4/2023	$3,000	23-5500-SIGNP	2130 SE Hulsizer Rd	Fastsigns of Clive	Fastsigns of Clive
Other	Sign	10/13/2023	$3,455	23-5171-SIGNP	2405 N Ankeny Blvd STE 101	Parker Signs and Graphics, Inc	Parker Signs and Graphics, Inc
Retail	Sign	10/13/2023	$3,000	23-5536-SIGNP	117 SE Lorenz Dr UNIT 106	Custom Sound and Image LLC	Kelderman Manufacturing
Retail	Sign	10/16/2023	$500	23-5665-SIGNP	917 SW Ordnance Rd	Signarama Ankeny and YESCO DM	Signarama Ankeny and YESCO DM
Retail	Sign	10/16/2023	$340	23-5669-SIGNP	917 SW Ordnance Rd	Signarama Ankeny and YESCO DM	Signarama Ankeny and YESCO DM
Office	Sign	10/20/2023	$128	23-5962-SIGNP	1875 N Ankeny Blvd Ste 101	Lisa Hanrahan	Iowa Sign Company
Office	Sign	10/20/2023	$718	23-5992-SIGNP	2701 SE Convenience Blvd Ste 4	Signarama Ankeny and YESCO DM	Signarama Ankeny and YESCO DM
Retail	Sign	10/20/2023	$921	23-6079-SIGNP	722 S Ankeny Blvd	Signarama Ankeny and YESCO DM	Signarama Ankeny and YESCO DM
Restaurant	Sign	10/23/2023	$8,189	23-5860-SIGNP	1450 SW Vintage Pkwy Ste 120	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Office	Sign	10/23/2023	$3,675	23-6134-SIGNP	1345 SW Park Square Dr STE 208	Lashier Graphics & Signs	Lashier Graphics & Signs
Restaurant	Sign	10/23/2023	$23,832	23-6216-SIGNP	1450 SW Vintage Pkwy Ste 120	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Restaurant	Sign	10/23/2023	$7,004	23-6217-SIGNP	1450 SW Vintage Pkwy Ste 120	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Retail	Sign	10/25/2023	$25,000	23-4383-SIGNP	5075 SE Delaware Ave	Signs 'N More	Signs 'N More
Restaurant	Sign	10/25/2023	$6,873	23-6117-SIGNP	1975 N Ankeny Blvd Ste 117	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Storage	Sign	10/26/2023	$3,500	23-5922-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$350	23-5930-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$350	23-5931-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$3,500	23-5932-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$300	23-5933-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$450	23-5934-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$3,500	23-5935-SIGNP	1503 S Ankeny Blvd	Randy Dickson	Signs-N-More
Storage	Sign	10/26/2023	$2,500	23-6318-SIGNP	1505 S Ankeny Blvd	Randy Dickson	Signs-N-More
Restaurant	Sign	10/30/2023	$8,000	23-5914-SIGNP	617 SW 3rd St UNIT 104	Archetype Signmakers	Archetype Signmakers
Other	Temporary Sign	10/4/2023	$0	23-5903-SIGNT	1300 NW 36th St STE 103	Kirk D Jordison	Kirk D Jordison
Retail	Temporary Sign	10/13/2023	$0	23-5948-SIGNT	833 E 1st St Ste 101	Lacie Navin	Lacie Navin
Mixed Use	Temporary Sign	10/20/2023	$0	23-6202-SIGNT	1802 SE Delaware Ave Ste 107	Sharon Yin	Sharon Yin
Other	Temporary Sign	10/24/2023	$0	23-6121-SIGNT	1517 S Ankeny Blvd	Tim Bormann	Tim Bormann
Restaurant	Temporary Sign	10/25/2023	$0	23-6118-SIGNT	1975 N Ankeny Blvd Ste 117	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Restaurant	Temporary Sign	10/31/2023	$0	23-6410-SIGNT	1465 SW Park Square Dr Ut 100	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Single Family Detached	Drive Approach	10/2/2023	$0	23-5872-RSTRM	826 SE Cortina Dr	HS Concrete Inc	HS Concrete Inc
Single Family Detached	Drive Approach	10/2/2023	$0	23-5875-RSTRM	3001 NW 5th St	Concrete PRF LLC	Concrete PRF LLC
Single Family Detached	Drive Approach	10/13/2023	$0	23-6080-RSTRM	2707 NW Cedarwood St	Caliber Homes	Caliber Homes
Single Family Attached	Drive Approach	10/16/2023	$0	23-6119-RSTRM	501 SW State St	Saul Ramirez	Saul Ramirez
Single Family Detached	Drive Approach	10/23/2023	$0	23-6126-RSTRM	834 SE Michael Dr	I-80 Concrete	I-80 Concrete
Single Family Detached	Drive Approach	10/26/2023	$0	23-6363-RSTRM	2104 SW Westwinds Dr	J&K Contracting	J&K Contracting
Single Family Detached	Sidewalk	10/5/2023	$0	23-5975-RSWRP	425 SE Orchid St	Alexis Becerril	Alexis Becerril

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Finance	Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file Utility Billing Report for October 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
Utility Billing Report

City of Ankeny
To the Mayor and City Council
Utility Billing Report

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Total Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	29,175	263,647,619	$ 1,820,835	$ 6.91	$ 315,560	27,111	$ 149,121	$ 15,088	$ 769,528	$ 543,466	26,584	$ 291,668	$ 3,756,145
August	29,406	281,317,965	$ 1,925,366	$ 6.84	$ 316,457	27,189	$ 157,068	$ 15,130	$ 856,194	$ 544,768	26,657	$ 292,117	$ 3,950,032
September	29,370	290,171,913	$ 2,022,248	$ 6.97	$ 318,081	27,299	$ 161,500	$ 15,187	$ 866,462	$ 547,367	26,762	$ 292,835	$ 4,062,180
October	29,414	215,518,443	$ 1,519,119	$ 7.05	$ 318,670	27,346	$ 129,861	$ 15,218	$ 794,786	$ 548,962	26,820	$ 293,228	$ 3,489,982
November													
December													
January													
February													
March													
April													
May													
June													
FY Total	117,365	1,050,655,940	$ 7,287,568	$ 27.77	$ 1,268,768	108,945	$ 597,550	$ 60,622	$ 3,286,970	$ 2,184,563	106,823	$ 1,169,847	$ 15,258,339
FY 24 Average	29,341	262,663,985	1,821,892	$ 6.94	317,192	27,236	149,388	15,156	821,743	546,141	26,706	292,462	3,814,585
FY 23 Average	28,338	188,099,141	1,183,291	$ 6.32	299,367	26,581	110,645	14,818	821,186	533,485	26,102	284,256	3,136,403
FY 22 Average	27,012	173,720,262	$ 1,039,721	$ 5.96	$ 279,636	25,615	$ 100,602	$ 14,280	$ 839,667	$ 531,081	25,155	$ 270,547	$ 2,974,932
FY 21 Average	25,514	175,191,103	$ 1,004,651	$ 5.65	$ 261,517	24,564	$ 97,325	$ 13,675	$ 893,718	$ 543,516	24,102	$ 255,531	$ 2,972,609
FY 20 Average	24,069	148,457,846	$ 790,912	$ 5.23	$ 248,219	23,477	$ 81,443	$ 13,067	$ 790,209	$ 519,384	23,018	$ 198,220	$ 2,560,012
FY 19 Average	23,157	141,721,265	$ 703,451	$ 4.89	$ 239,513	22,642	$ 76,042	$ 12,604	$ 765,640	$ 500,957	22,194	$ 191,607	$ 2,413,772
FY 18 Average	22,199	148,299,683	$ 717,639	$ 4.75	$ 229,309	21,696	$ 74,396	$ 12,079	$ 732,055	$ 479,581	21,257	$ 168,141	$ 2,338,804
FY 17 Average	21,118	130,754,905	$ 573,655	$ 4.34	$ 203,156	20,629	$ 63,715	$ 11,495	$ 715,618	$ 454,144	20,208	$ 160,807	$ 2,118,875
FY 16 Average	20,144	122,786,371	$ 498,547	$ 4.03	$ 181,657	19,695	$ 57,931	$ 10,977	$ 700,667	$ 432,333	19,276	$ 154,242	$ 1,978,423
FY 15 Average	19,002	114,382,217	$ 448,375	$ 3.89	$ 165,892	18,592	$ 52,152	$ 9,481	$ 621,465	$ 381,931	18,171	$ 146,989	$ 1,774,134
FY 14 Average	18,188	130,473,575	$ 524,615	$ 3.93	$ 157,676	17,824	$ 54,495	$ 9,082	$ 575,219	$ 347,744	17,409	$ 141,544	$ 1,755,881
FY 13 Average	17,461	127,259,667	$ 498,872	$ 3.84	$ 147,519	17,146	$ 49,939	$ 8,749	$ 516,957	$ 308,223	16,745	$ 96,329	$ 1,576,649
FY 12 Average	16,898	119,790,894	$ 443,102	$ 3.64	$ 135,767	16,620	$ 44,904	$ 8,477	$ 459,863	$ 271,187	16,213	$ 93,307	$ 1,411,702
FY 11 Average	16,415	105,824,267	$ 343,916	$ 3.24	$ 118,519	16,175	$ 36,560	$ 7,621	$ 427,041	$ 247,677	15,724	$ 90,746	$ 1,235,520
FY 10 Average	15,932	109,564,150	$ 325,559	$ 2.94	$ 104,065	15,673	$ 32,792	$ 7,243	$ 375,098	$ 210,202	15,216	$ 88,351	$ 1,110,519
FY 09 Average	15,325	109,776,358	$ 316,943	$ 2.84	$ 96,801	15,261	$ 30,993	$ 7,060	$ 350,002	$ 195,507	14,806	$ -	$ 966,313
FY 08 Average	14,934	112,497,657	$ 326,578	$ 2.86	$ 90,607	14,742	$ 28,423	$ 12,328	$ 309,562	$ 163,141	14,274	$ -	$ 930,639
FY 07 Average	14,345	111,387,042	$ 310,964	$ 2.74	$ 83,528	14,099	$ 26,133	$ 10,755	$ 257,067	$ 137,350	13,634	$ -	$ 825,795
FY 06 Average	13,420	108,202,296	$ 291,748	$ 2.66	$ 73,332	13,109	$ 23,924	$ 9,694	$ 233,797	$ 109,441	12,668	$ -	$ 741,937
FY 05 Average	12,259	99,314,970	$ 220,166	$ 2.24	$ 63,148	14,096	$ 18,767	$ 7,304	$ 209,495	$ 80,757	13,687	$ -	$ 599,637
FY 04 Average	11,160	106,031,112	$ 223,285	$ 2.10	$ 57,886	13,782	$ 17,891	$ 4,312	$ 189,435	$ 70,582	13,393	$ -	$ 563,392
FY 03 Average	10,241	90,622,843	$ 190,558	$ 2.09	$ 54,239	12,914	$ 15,965	$ 2,836	$ 179,169	$ 66,118	12,546	$ -	$ 508,886
FY 02 Average	9,538	86,506,417	$ 179,109	$ 2.06	$ 51,377	12,233	$ 15,237	$ 2,865	$ 175,727	$ 62,666	11,891	$ -	$ 486,982
FY 01 Average	8,968	75,203,817	$ 161,137	$ 2.13	$ 49,015	11,670	$ 14,113	$ 2,386	$ 169,540	$ 59,883	11,363	$ -	$ 456,075
FY 00 Average	8,943	76,589,060	$ 161,036	$ 2.10	$ 46,920	11,171	$ 11,686	$ 2,411	$ 163,674	$ 57,273	10,868	$ -	$ 442,999
FY 99 Average	8,402	66,329,874	$ 137,536	$ 2.07	$ 44,676	10,637	$ 10,510	$ 2,168	$ 156,069	$ 55,530	10,537	$ -	$ 406,489
FY 98 Average	8,014	63,130,217	$ 135,586	$ 2.15	$ 42,754	10,180	$ 10,520	$ 2,445	$ 153,575	$ 52,226	9,910	$ -	$ 396,835
FY 97 Average	7,631	62,277,745	$ 130,853	$ 2.10	$ 41,003	9,763	$ 9,892	$ 2,373	$ 146,976	$ 50,743	9,629	$ -	$ 381,841

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $3,969.60 to Caliber Concrete, LLC, for construction services on the Aspen Ridge Trail project.

EXECUTIVE SUMMARY:

This change order adds a concrete wall to accommodate a grade variation on the edge of the trail and back side of the wall and additional fill material needed to construct the trail.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #1

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	Aspen Ridge Trail		
Contractor:	Caliber Concrete LLC		
Address:	309 Audubon St. PO Box 248, Adair, IA 50002		
Finance Budget Code:	973.2973.4408	**Finance Project #:**	973.4408
Vendor Project #:	0	**Purchase Order #:**	NA
Original Contract Date:	August 21, 2023	**Vendor Account #:**	10157

Date of Council Meeting: November 20, 2023 **Change Order #:** 1

Purpose of Change Order:

Item 1: Add a concrete wall to accommodate grade variation on back side of wall.
Item 2: Import additional topsoil fill material.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.01	Add Concrete Wall per SI-02	LS	1.00	$ 1,502.40	$ 1,502.40
12.02	Import additional topsoil fill material	CY	60.00	$ 41.12	$ 2,467.20
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Change Order #: 1 **makes the following adjustments to the Contract:** **$ 3,969.60**

Contractor Accepted: Caliber Concrete LLC
Firm Name

Signature Date 11·13·2023

Engineer Approved: Farnsworth Group, Inc.
Firm Name

Signature Date 11/10/2023

Owner Accepted: City of Ankeny

Signature Title Mayor

Date November 20, 2023

Attest for Owner:

Signature Title City Clerk

Date November 20, 2023

Record of Change Orders:

Original Contract Amount		**$ 82,437.36**
#	Change Order Date	Amount
1	November 10, 2023	$ 3,969.60
2		
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15		

Revised Contract Amount **$ 86,406.96**

Date Printed: 11/13/2023

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 increasing the contract amount by $3,500.00 to J&K Contracting, for construction 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:

Click to download
Change Order #2

Project Title:	North Four Mile Creek Trunk Sewer		
Contractor:	J&K Contracting		
Address:	10703 Justin Drive, Urbandale, Iowa 50322		
Fin ##	660.3660.4452	**Finance Project #:**	660.4452
Vendor Project #:	0	**Purchase Order #:**	0
Original Contract Date:	April 3, 2023	**Vendor Account #:**	8611

Date of Council Meeting: November 20, 2023 **Change Order #:** 2

Purpose of Change Order:

Clearing and grubbing for the manhole 3 bore pit.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.2	Clearing and Grubbing for manhole 3 bore pit	LS	1.00	$ 3,500.00	$ 3,500.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Change Order #: 2 **makes the following adjustments to the Contract:** **$ 3,500.00**

Contractor Accepted: J&K Contracting
Firm Name

Signature Date 11/10/23

Engineer Approved: Foth Infrastructure & Environment, LLC
Firm Name

Blair A. Sports 11/10/23
Signature Date

Owner Accepted: City of Ankeny

Signature Mayor
Title

November 20, 2023
Date

Attest for Owner:

Signature City Clerk
Title

November 20, 2023
Date

Record of Change Orders:

Original Contract Amount		**$ 2,000,000.00**
#	Change Order Date	Amount
1	August 31, 2023	$ 7,500.00
2	November 8, 2023	$ 3,500.00
3		
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Revised Contract Amount **$ 2,011,000.00**

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 decreasing the contract amount by $26,210.40 to J&K Contracting, for construction services on the The Westwinds, Plat 9, Storm Sewer Extension project.

EXECUTIVE SUMMARY:

This change order is for adjustments to item quantities based on measured amounts.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #1

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	The Westwinds, Plat 9, Storm Sewer Extension		
Contractor:	J&K Contracting		
Address:	10703 Justin Drive, Urbandale, IA 50322		
Finance Budget Code:	685.3685.4453	**Finance Project #:**	685.4453
Vendor Project #:	0	**Purchase Order #:**	0
Original Contract Date:	July 3, 2023	**Vendor Account #:**	8611

Date of Council Meeting: November 20, 2023 **Change Order #:** 1

Purpose of Change Order:

Adjustments to item quantities based on measured amounts.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.05	GRANDULAR STABLIZATION	TON	(150.00)	$ 38.00	$ (5,700.00)
3.01	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	(750.00)	$ 38.00	$ (28,500.00)
4.01	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	3.00	$ 200.00	$ 600.00
9.02	SEEDING, FERTILIZING AND MULCHING - TEMPORARY STABILIZATION	AC	(0.20)	$ 5,300.00	$ (1,060.00)
9.03	SEEDING, FERTILIZING AND MULCHING - CRITICAL SLOPES	AC	(0.01)	$ 10,500.00	$ (105.00)
9.04	TEMPORARY ROLLED EROSION CONTROL PRODUCT	SY	838.50	$ 10.00	$ 8,385.00
9.05	FILTER SOCK, 8 IN	LF	155.00	$ 6.00	$ 930.00
9.06	FILTER SOCK REMOVAL	LF	155.00	$ 1.00	$ 155.00
9.07	RIP RAP, CLASS B	TON	(1.16)	$ 65.00	$ (75.40)
9.09	TEMPORARY HYDROMULCHING	AC	(0.20)	$ 4,200.00	$ (840.00)

Change Order #: 1 **makes the following adjustments to the Contract:** **$ (26,210.40)**

Contractor Accepted: J&K Contracting
Firm Name

Signature: [signature] Date: 11-10-2023

Engineer Approved: KIRKHAM MICHAEL
Firm Name

Signature: Benjamin A Smith Date: 11/10/23

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor

Date: November 20, 2023

Attest for Owner:

Signature: _____ Title: City Clerk

Date: November 20, 2023

Record of Change Orders:

Original Contract Amount		**$ 156,598.50**
#	Change Order Date	Amount
1	November 20, 2023	$ (26,210.40)
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Revised Contract Amount **$ 130,388.10**

Date Printed: 11/10/2023

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider a motion to approve Amendment No. 11 to the Professional Services Agreement increasing the contract amount by $7,500.00 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.

EXECUTIVE SUMMARY:

The proposed amendment to the Professional Services Agreement is necessary for the architect, Shive-Hattery, to complete additional construction administration and close out work for the Albaugh Family Senior Community Center project.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Contract Amendment No. 11

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Ankeny - Senior Community Center

250 NW Ash Drive
Ankeny, IA 50023

AGREEMENT INFORMATION:
Date: October 28, 2019

AMENDMENT INFORMATION:
Amendment Number: 11

Date: November 9, 2023

OWNER: *(name and address)*
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

ARCHITECT: *(name and address)*
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

The Owner and Architect amend the Agreement as follows:
Requesting Contract Time Extension for the Additional Construction Administration Services Scope of Work:

1.0 Basic Contract AIA-B101, Article 1.1.4 states Construction Administration is estimated to be 14-16 Months for Construction: Bids were received on June 9, 2020 therefore; October 9, 2021 is the 16-month date for completion of the construction period which has expired. Amendment #10 was executed for additional CA-services and has since expired. We have continued to perform CA services to assist the Owner/Contractor to achieve project completion. The contracor has failed to complete the project to date. Since the project is not complete and the completion has been delayed by the contractor, we are requesting a contract time extension for additional CA-Services beginning on November 9, 2023 for the following Scope of Work:

1.1 Perform additional Site Observations.
1.2 Generate additional change requests and contract modifications from Owner/Contractor.
1.3 Respond to additional Requests for Information.
1.4 Review completion of the remaining storm drainage corrections.
1,5 Review and process closeout documentation.
1.6 Final review of project completion.
1.7 Processing Final Pay Applications.
1.8 Project Closeout.

ADD Hourly Fee: $7,500 Plus Expenses

Reference Exhibit-A: July - 2023 STANDARD HOURLY FEE SCHEDULE (For Staffing Levels & Expenses)

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Basic Agreement: AIA B101:	$ 567,000
Add Services: MEP Commissioning:	$ 19,000
Amendment-01: Geothermal Well Relocation:	$ 24,000
Amendment-02: Storm Water and Parking Lot:	$ 16,400
Amendment-03: BECx Commissioning:	$ 28,900
Amendment-04: FF&E:	$ 19,900
Amendment-05: Parking Lot Replacement:	$ 20,000
Amendment-06: Parking Lot Observations:	$ 10,500
Amendment-07: Partial Scope Changes:	$ 5,000
Amendment 08: Add CA-Services:	$ 15,000
Amendment 09: Add CA-Services:	$ 10,000
Amendment 10: Add CA-Services:	$ 10,000
Expenses:	$ 15,000

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User Notes: (3B9ADA3C)

Total: Agreement Fee To Date:	$ 760,700
Amendment 11: Add CA-Services:	$ 7,500
Total Fee:	$ 768,200

Schedule Adjustment:

Contract Terminates on January 30, 2024

SIGNATURES:

Shive-Hattery, Inc.	City of Ankeny, Iowa
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
Ronald L. Hinds	
SIGNATURE	**SIGNATURE**
Ronald L. Hinds, Project Manager	Mark Holm, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
November 9, 2023	
DATE	**DATE**

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User Notes: (3B9ADA3C)

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by $51,000.00 with Snyder & Associates, Inc. for additional construction engineering services on the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

EXECUTIVE SUMMARY:

The purpose of Amendment No. 3 is to account for the additional construction engineering services completed by Snyder & Associates, Inc. for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project due to the extended project's construction duration. The Contractor exceeded the allotted working days designated in the construction Contract. The scope of the additional construction engineering services along with the corresponding fees are shown in the attached Amendment No. 3 to the Professional Services Agreement. A copy of the original Professional Services Agreement, Amendment No. 1 and Amendment No. 2 are also attached for reference.

The total fee for the additional construction engineering services is $51,000.00. The original Professional Services Agreement for the topographic survey and conceptual design engineering services was

$50,300.00, Amendment No. 1 for right-of-way documents and preliminary and final design engineering services was $318,650.00, and Amendment No. 2 for construction engineering services was $248,000.00 Adding Amendment No. 3 to the Professional Services Agreement increases the overall contract amount to $667,950.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of $51,000.00 for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **No**

The NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project was included in the City of Ankeny's CIP. The City intends to recover the cost of 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. 3 to the Professional Services Agreement increasing the contract amount by $51,000.00 with Snyder & Associates, Inc. for additional construction engineering services for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard Project, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 2, 2020: Council approved Professional Services Agreement with Snyder & Associates, Inc. for Survey, a Traffic Study and Conceptual Design.

April 5, 2021: Council approved Amendment No. 1 with Snyder & Associates, Inc. for Preliminary and Final Design.

February 7, 2022: Council approved Amendment No. 2 with Snyder & Associates, Inc. for Construction Engineering Services.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 3
Amendment No. 2
Amendment No. 1
Professional Services Agreement

AMENDMENT NO. 3
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

This Amendment entered into this 20th day of November 2023, to the Professional Services Agreement dated November 2, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with the Construction Services for the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project, hereinafter referred to as the "PROJECT".

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

7. ADDITIONAL CONSTRUCTION SERVICES

The following are additional construction items added to the PROFESSIONAL'S scope of construction services performed on thePROJECT:

a. Change Order No. 1: Added three (3) working days to the construction contract to (i.) realign the new water main and storm sewer crossings to avoid franchise utility conflicts primarily located on the north side NW 36th Street, (ii.) add sonotubes to construct the traffic signal footings due to wet soil conditions.

b. Change Order No. 4: Added fifteen (15) working days to the construction contract due to the work necessary to winterize the project. The Project was to be completed within 140 working days and intended to be completed prior to winter shutdown (2022-23).

c. Change Order No. 5: Added six (6) working days to the construction contract for additional construction items.. These include (i.) an additional three (3) working days for the removal and replacement of deteriorating existing roadway pavement in the eastbound direction on NW 36th Street. (ii.) An additional three (3) working days to modify the right turn lane grading and to construct intake tops in order to utilize the existing storm sewer structures.

d. The Contractor overran the construction contract completion date by thirty-eight (38) working days. Additional construction observation services were required and performed during this period.

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

		Base Contract + Amend. 1 & 2	**Amend. 3**	**Total**
1.	Project Administration and Coordination	$ 37,600	$ 0	$ 37,600
2.	Topographic Survey and Base Drawings	$ 20,000	$ 0	$ 20,000
3.	Boundary Survey	$ 4,000	$ 0	$ 4,000
4.	Traffic Study	$ 13,800	$ 0	$ 13,800
5.	Conceptual Design Phase	$ 10,000	$ 0	$ 10,000
6.	Preliminary Design and Plans	$ 66,700	$ 0	$ 66,700
7.	Final Design and Plans	$ 98,900	$ 0	$ 98,900
8.	Traffic Signal Design and Plans	$ 31,600	$ 0	$ 31,600
9.	Fiber Optic Upgrade Design and Plans	$ 9,900	$ 0	$ 9,900
10.	Lighting Analysis and Design	$ 3,900	$ 0	$ 3,900
11.	Landscaping Enhancements	$ 5,000	$ 0	$ 5,000
12.	Public Information Meeting	$ 4,400	$ 0	$ 4,400
13.	Bid Period Assistance	$ 3,400	$ 0	$ 3,400
	SUB TOTAL	$ 309,200	$ 0	$ 309,200

B. ADDITIONAL SERVICES

		Base Contract + Amend. 1 & 2	Amend. 3	Total
1.	ROW Documents, Negotiations (Permanent Easement/Fee Title = 5 Parcels @ $4,320 per Parcel Temporary Construction Easements = 4 Parcels @ $2,850 per Parcel)	$ 33,000	$ 0	$ 33,000
2.	Acquire Title Certificates (5 @ $450 Each)	$ 2,250	$ 0	$ 2,250
3.	Project Data Book	$ 1,500	$ 0	$ 1,500
4.	Permanent Easement Plats (6 @ $750 Each)	$ 4,500	$ 0	$ 4,500
5.	Temporary Easement Exhibits (8 @ $500 Each)	$ 4,000	$ 0	$ 4,000
6.	Utility Verification Test Holes (14 @ $1,000 Each)	$ 14,000	$ 0	$ 14,000
7.	Permit Fees and Reimbursables	$ 500	$ 0	$ 500
8.	Structural Review of Traffic Signal Poles	2,500	$ 0	$ 2,500
	SUB TOTAL	$ 62,250	$ 0	$ 62,250

C. CONSTRUCTION SERVICES

		Base Contract + Amend. 1 & 2	Amend. 3	Total
1.	Construction Administration	$ 39,100	$ 0	$ 39,100
2.	Traffic Signal and Fiber Optic Construction Administration	$ 15,000	$ 0	$ 15,000
3.	Construction Staking	$ 40,000	$ 0	$ 40,000
4.	Construction Observation	$ 140,900	**$ 51,000**	$ 140,900
5.	Record Drawings	$ 8,000	**$ 0**	$ 8,000
6.	Monument Preservation	$ 2,500	**$ 0**	$ 2,500
	SUB TOTAL	$ 245,500	**$ 51,000**	$ 245,500
	TOTAL	$ 616,950	**$ 51,000**	$ 667,950

TOTAL FOR AMENDMENT NO. 3 = $51,000

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 20th day of November, 2023.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

_____
Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melonie Wallace
Melonie Wallace,
Executive Assistant

By
David N. Moeller, P.E., President

EXHIBIT "C"

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

This Amendment entered into this 7th day of February, 2022, to the Professional Services Agreement dated November 2, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with the Basic Engineering Services and the Construction Services for the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project, hereinafter referred to as the "PROJECT".

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.

b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.

c. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance.

d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.

e. The PROFESSIONAL shall conduct weekly construction meetings and prepare meeting minutes for the CLIENT.

f. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.

g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).

2. TRAFFIC SIGNAL AND FIBER OPTIC CONSTRUCTION ADMINISTRATION

a. Attend a preconstruction conference for the project with the CLIENT, Contractor, and utility companies to discuss PROJECT requirements, construction details, potential conflicts, and work schedule.

b. Review traffic signal and fiber optic shop drawings and submittals for compliance with the PROJECT'S Contract Documents.

c. Respond to CLIENT or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.

d. Perform not more than six (6) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues.

e. Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed. Provide punchlist, as needed.

f. Review fiber optic OTDR test reports for compliance with specifications.

g. Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the PROJECT.

h. Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

3. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense. It is anticipated that the PROFESSIONAL shall perform the following items:

a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor for machine control).

b. Existing pavement removals and construction easement limits (100' intervals and points of deflection).

c. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).

d. Sanitary sewer structure adjustments (SUDAS station location offsets with rim elevations).

e. Hydrant locations, water main pipe, water main critical crossings, irrigation, and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).

f. Traffic signal poles, hand holes, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).

g. Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).

h. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations).

i. Roadway sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).

j. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).

k. Electrical (center light pole bases with offset).

l. Raised beds and retaining walls (wall alignment and elevations with offsets).

4. CONSTRUCTION OBSERVATION

The PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation shall include:

a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.

b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.

c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

d. The PROFESSIONAL shall prepare a weekly report of working days using the CLIENT's template and provide to the CLIENT for review prior to issuing to the Contractor.

e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, and devices.

g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.

h. The PROFESSIONAL shall provide periodic observation for the construction of storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing including video inspection review.

i. The PROFESSIONAL shall provide periodic observation for the construction of water main. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing.

j. The PROFESSIONAL shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the Contractor. Testing shall be overseen by the PROFESSIONAL.

k. If directed to do so by the CLIENT, the PROFESSIONAL shall mark locations for and observe the cutting of all thickness cores, to be cut by others.

l. The PROFESSIONAL shall periodically observe sawing and sealing of joints.

m. The PROFESSIONAL shall periodically observe all surface restoration.

n. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

5. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible Record Drawings for the PROJECT according to CLIENT requirements. Such Record Drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Underground utility location data from construction phase, including but not limited to: water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits.

b. Storm, sanitary, and water main above ground structure location data.

c. Traffic signal pole, cabinet, and handhole location data.

d. Fiber optic handhole and conduit location data.

e. Record Drawing deliverables per the CLIENT submittal requirements.

f. Pedestrian ramp as-built forms using the CLIENT's template.

6. MONUMENT PRESERVATION

a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

Add the following paragraphs:

D. ADDITIONAL SERVICES

7. STRUCTURAL REVIEW OF TRAFFIC SIGNAL POLES

a. Kick-off meeting: The PROFESSIONAL shall meet with the CLIENT to identify and exchange any existing information on the traffic signals and establish project schedule and project goals.

b. Inspections: The PROFESSIONAL shall perform visual inspection of traffic signal pole, mast arm connection, and exposed foundation. The purpose is to identify the structural condition of these elements.

c. The CLIENT will provide a lift truck with operator to access the upper portions of the pole and the mast arm connection.

d. The PROFESSIONAL shall coordinate data exchange with signal pole manufacturers.

e. Report: The PROFESSIONAL shall prepare written report with photos for all four (4) poles identifying observations and conclusions, and provide the following:

   1) Identify condition of each signal pole and ability to re-use at different intersection.

   2) Identify if mast arms can be shortened at new intersection.

f. Final Report Meeting: The PROFESSIONAL shall meet with the CLIENT to review the final report.

g. Deliverables: The PROFESSIONAL shall provide one (1) hard copy of the report and one (1) electronic copy to the CLIENT.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL's Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

   CLIENT shall be solely responsible for: a) the review and signature of the Notice of Intent; b) the implementation, administration, and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and e) compliance with all NPDES or storm water discharge statutes, rules, regulations, or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

   PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify, and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive, and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

		Base Contract + Amend. 1	Amend. 2	Total
1.	Project Administration and Coordination	$ 37,600	$ 0	$ 37,600
2.	Topographic Survey and Base Drawings	$ 20,000	$ 0	$ 20,000
3.	Boundary Survey	$ 4,000	$ 0	$ 4,000
4.	Traffic Study	$ 13,800	$ 0	$ 13,800
5.	Conceptual Design Phase	$ 10,000	$ 0	$ 10,000
6.	Preliminary Design and Plans	$ 66,700	$ 0	$ 66,700
7.	Final Design and Plans	$ 98,900	$ 0	$ 98,900
8.	Traffic Signal Design and Plans	$ 31,600	$ 0	$ 31,600
9.	Fiber Optic Upgrade Design and Plans	$ 9,900	$ 0	$ 9,900
10.	Lighting Analysis and Design	$ 3,900	$ 0	$ 3,900
11.	Landscaping Enhancements	$ 5,000	$ 0	$ 5,000
12.	Public Information Meeting	$ 4,400	$ 0	$ 4,400
13.	Bid Period Assistance	$ 3,400	$ 0	$ 3,400
	SUB TOTAL	$ 309,200	$ 0	$ 309,200

B. ADDITIONAL SERVICES

		Base Contract + Amend. 1	Amend. 2	Total
1.	ROW Documents, Negotiations (Permanent Easement/Fee Title = 5 Parcels @ $4,320 per Parcel Temporary Construction Easements = 4 Parcels @ $2,850 per Parcel)	$ 33,000	$ 0	$ 33,000
2.	Acquire Title Certificates (5 @ $450 Each)	$ 2,250	$ 0	$ 2,250
3.	Project Data Book	$ 1,500	$ 0	$ 1,500
4.	Permanent Easement Plats (6 @ $750 Each)	$ 4,500	$ 0	$ 4,500
5.	Temporary Easement Exhibits (8 @ $500 Each)	$ 4,000	$ 0	$ 4,000
6.	Utility Verification Test Holes (14 @ $1,000 Each)	$ 14,000	$ 0	$ 14,000
7.	Permit Fees and Reimbursables	$ 500	$ 0	$ 500
8.	Structural Review of Traffic Signal Poles	0	$ 2,500	$ 2,500
	SUB TOTAL	$ 59,750	$ 2,500	$ 62,250

C. CONSTRUCTION SERVICES

		Base Contract + Amend. 1	Amend. 2	Total
1.	Construction Administration	$ 0	$ 39,100	$ 39,100
2.	Traffic Signal and Fiber Optic Construction Administration	$ 0	$ 15,000	$ 15,000
3.	Construction Staking	$ 0	$ 40,000	$ 40,000
4.	Construction Observation	$ 0	$ 140,900	$ 140,900
5.	Record Drawings	$ 0	$ 8,000	$ 8,000
6.	Monument Preservation	$ 0	$ 2,500	$ 2,500
	SUB TOTAL	$ 0	$ 245,500	$ 245,500
	TOTAL	$ 368,950	$ 248,000	$ 616,950

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 7th day of February, 2022

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Denise L. Hoy
City Clerk, City of Ankeny

By
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

By Mark A Land Digitally signed by Mark A. Land, P.E., CFM Date: 2022.01.31 07:19:19 -06'00'

EXHIBIT "C"

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET WIDENING – NW ASH DRIVE TO N. ANKENY BOULEVARD

I. SCOPE OF WORK

Amend the following paragraphs:

A. GENERAL

The overall construction PROJECT is described below.

2. Right turn lanes will be included along eastbound NW 36th Street at NW Ash Drive and N. Ankeny Boulevard and westbound NW 36th Street at N. Ankeny Boulevard, at the Kwik Star access, and the full return at NW Ash Drive for a future right turn lane. A right turn lane will also be included along northbound NW Ash Drive at NW 36th Street.

3. A permanent traffic signal will be added to the intersection of NW 36th Street and NW Ash Drive. Replacement of the existing traffic signal at the intersection of NW 36th Street and N. Ankeny Boulevard is anticipated. The traffic signal improvements at both intersections will include Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed. Fiber optic connection will be provided from N. Ankeny Boulevard to the new signals at NW Ash Drive.

5. The PROJECT includes installing new 12" water main along the north side of NW 36th Street from the northwest corner of the NW 36th Street and N. Ankeny Boulevard intersection to the northwest corner of the NW 36th Street and NW Des Moines Street intersection.

The PROFESSIONAL shall provide Professional Services as described below.

4. The design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed project.

5. The construction services for the PROJECT will be completed under a separate Amendment.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   d. Three meetings with the CLIENT to review the project plans, construction staging, signal improvements, utility coordination, and project schedule.

   e. Utility coordination includes two meetings with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies, and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

Add the following paragraphs:

6. PRELIMINARY DESIGN AND PLANS

   The PROFESSIONAL shall perform preliminary design work necessary to further define the project scope and order of magnitude construction costs for the PROJECT. Preliminary design and plan preparation to include:

   a. Preliminary plan and profiles for the pavement widening of NW 36th Street and all right turn lanes on NW 36th Street, NE 36th Street, and NW Ash Drive.

   b. Preliminary plan and profiles for the water main improvements along NW 36th Street, and under the west leg of the NW 36th Street and N. Ankeny Boulevard intersection.

   c. Analysis of the existing storm sewer located on NW 36th Street. An updated drainage report will be prepared for review by the CLIENT.

   d. ADA sidewalk alignments (vertical design and tabulations to be performed during final design).

   e. Preliminary staging plan. The project will be staged to maintain one lane of traffic in each direction on NW 36th Street. A single lane closure with a temporary detour route on NW Ash Drive, NW 18th Street, and NW State Street will be allowed between NW Des Moines Street and NW Ash Drive during pavement removals and pavement installations.

   f. Preliminary signal and fiber optic layouts, as detailed in Article I, B.8.

   g. Typical sections, cross sections at 25' intervals, and general notes.

   h. Permanent easements and temporary construction easement layouts.

i. Depict where relocations are needed by private utility companies.

j. One meeting with the CLIENT to review preliminary design comments received from the CLIENT.

k. One meeting with the CLIENT to review preliminary right-of-way needs and documents.

l. Engineer's Opinion of Probable Construction Cost with 10% construction contingency for the PROJECT.

7. FINAL DESIGN AND PLANS

a. Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

i. Title sheet, general project notes, and typical sections and details (A & B Sheets).

ii. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).

iii. Roadway plan and profile sheets with horizontal and vertical profiles, construction limits. There will be minimal storm sewer improvements on this project. All storm sewer work will be provided on these sheets (D & E Sheets).

iv. Removal sheets (F-Sheets).

v. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

vi. Existing and proposed Right-of-Way information (H-Sheets).

vii. Staging and traffic control plans, details, and notes (J-Sheets).

viii. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).

ix. Water Main plan and profile sheets (MWM-Sheets).

x. Traffic signal and fiber optic plans (N-Sheets) as detailed in Article I, B.8.

xi. Lighting Sheets (P-Sheets). The PROFESSIONAL will design and prepare a street lighting plan for the minimal locations along the corridor that do not have street lights. This information will be submitted to Mid-American Energy, which will prepare and submit a proposal to the CLIENT for the street lighting installation.

xii. Pavement marking and signing sheets (PM-Sheets).

xiii. Storm water pollution prevention plan (R-Sheets).

xiv. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

xv. Earthwork tabulation sheets (T-Sheets).

xvi. Special detail sheets (U Sheets).

xvii. Mainline and side road cross-sections (W & X Sheets).

b. The PROFESSIONAL will prepare and apply for any necessary permits required for the construction of the PROJECT. Iowa DNR Water Main Construction, NPDES, and Iowa DOT Work in ROW. The PROFESSIONAL's expenses related to the permitting and publishing fees are included under ADDITIONAL SERVICES.

c. The PROFESSIONAL will submit a Check Plan set to the CLIENT and Iowa DOT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

d. The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

8. TRAFFIC SIGNAL DESIGN AND PLANS

a. Utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NW 36th Street and NW Ash Drive, and replacement of the traffic signal at the intersection 36th Street and N Ankeny Boulevard (US 69). Traffic signal improvements are anticipated to include APS pushbutton installations on separate pedestal poles.

b. Prepare preliminary traffic signal layouts to be included in the preliminary plan submittal to the CLIENT.

c. Prepare traffic signal check plans to be included in the check plan submittal to the CLIENT. Check plans are anticipated to include the following:

   i. Signal Notes and Estimated Quantities Sheet.

   ii. Signal Layout Sheets.

   iii. Signal Wiring and Phasing Sheets.

   iv. Signal Details Sheets.

d. Prepare cost opinion for proposed traffic signal improvements.

e. Complete final plans, based on CLIENT comments received.

f. Prepare Iowa DOT traffic control device permit application for modifications at the 36th Street and N Ankeny Boulevard intersection, and provide an editable application to CLIENT for signature and submittal to Iowa DOT.

9. FIBER OPTIC UPGRADE DESIGN AND PLANS

a. Prepare preliminary layout of proposed fiber optic communications connection along NW 36th Street between NW Ash Drive and N Ankeny Boulevard. Include preliminary layout in the preliminary plan submittal to the CLIENT.

b. Prepare check plans for fiber optic connection with new conduit to be included in the check plan submittal to the CLIENT. Check plans are anticipated to include the following:

   i. Fiber optic circuit/ conduit alignment and handholes placement.

   ii. Fiber optic circuit design, including cable configuration, splicing and terminations will be coordinated with the CLIENT.

   iii. Typical fiber optic circuit/conduit installation details.

   iv. Staging design and notes to minimize downtime to the fiber optic system currently in place.

c. Prepare fiber optic special provisions to supplement SUDAS specifications, if necessary.

d. Compete final plans, based on CLIENT comments received.

10. LIGHTING ANALYSIS & DESIGN

a. Determine existing light pole relocation and possible additional light pole needs associated with the project.

b. Perform photometric analysis of proposed lighting system, including existing lighting along the project corridor.

c. Prepare plan sheet(s) showing proposed lighting system modifications and provide to the CLIENT. Furnish plan sheets to MidAmerican Energy for pricing and installation, as directed by the CLIENT.

11. LANDSCAPING ENHANCEMENTS

The PROFESSIONAL shall provide preliminary plans for landscaping enhancements along each side of NW 36th Street within the ROW between NW Ash Drive and N. Ankeny Boulevard. The landscaping enhancements will take into account future maintenance and be similar to those installed with the NW 36th Street Reconstruction project between NW Abilene Road and NW State Street. The landscaping preliminary plans will be completed on the same design timeline as the roadway widening project. The landscaping installation will be separate from the roadway widening construction. Final plans, technical specifications, and contract documents for the landscaping project will be completed under a separate agreement.

12. PROJECT INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

13. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

b. Advertising. The PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

c. Bidding. The PROFESSIONAL shall attend the meetings at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

Construction services will be added by a separate Amendment.

D. ADDITIONAL SERVICES

1. RIGHT-OF-WAY SERVICES

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT. Mary Ann Carnock is an employee of PROFESSIONAL, and is a State of Iowa licensed real estate sales person with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of PROFESSIONAL. Mary Ann Carnock will be designated as "Appointed Agent" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for the PROJECT. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT does hereby request Appointed Agent to select, prepare, and complete form documents for use incident as to a residential real estate transaction of four units or less, as provided by CLIENT. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme

Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.

b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.

c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.

d. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.

e. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.

f. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.

g. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the

CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

h. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

CLIENT'S RESPONSIBILITIES

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.

b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.

c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.

d. Process Council Roll Calls/Requisitions.

e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

2. TITLE CERTIFICATES

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT.

3. PROTECT DATA BOOK (PROPERTY VALUATION)

The PROFESSIONAL shall retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to the PROFESSIONAL. The

Appraiser will prepare the Project Data Book, as needed. The Appraiser's work will be reviewed by a second party as approved by the CLIENT and as required by Local, State, and /or Federal Right-of-Way acquisition procedures. It is anticipated that the size and valuation of the easements will be limited such that full appraisals are not required. If an Appraisal is required, the Appraiser will prepare, sign, and furnish to the PROFESSIONAL and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser. If Appraisals are required, this work will be completed as Additional Services as an Amendment to this Agreement.

4. PERMANENT EASEMENT PLATS

PROFESSIONAL will provide an updated Acquisition and/or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two original signed Plats will be provided to CLIENT for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT are shown below:

a. Acquisition Plats 4
b. Permanent Easement Plats 2

5. TEMPORARY EASEMENT EXHIBITS

The PROFESSIONAL will provide a Temporary Construction Easement exhibits for each parcel requiring temporary construction easement for the PROJECT. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of exhibit created and as required by the PROJECT. The estimated number of temporary easement exhibits required is 8.

6. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated fourteen (14) utility test holes.

Replace Article II as follows:

II. WORK SCHEDULE

This PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	November 2, 2020
Complete Topo and Boundary Survey	November 30, 2020
Submit Draft Traffic Study Memo	February 1, 2021
Receive City Traffic Study Memo Comments	February 5, 2021
Submit Final Traffic Study Memo	February 15, 2021
Complete Conceptual Design	February 26, 2021
Project Management Team Meeting #1	February 26, 2021

General Schedule for Preliminary and Final Design Agreement Items:

Notice to Proceed	April 5, 2021
Preliminary Plan Submittal	June 4, 2021
Project Information Meeting	July 13, 2021
Acquisition Packets Mailed	July 16, 2021
Begin Right-of-Way Acquisitions	July 26, 2021
Right-of-Way Acquired	September 24, 2021
Check Plan Submittal	September 24, 2021
Final Plan Submittal	November 8, 2021
City Council Approves Plans/Specs & Sets Public Hearing	November 15, 2021
Bid Letting	December 14, 2021
Public Hearing to Accept Bids & Award Contract	December 20, 2021
Construction	April – November 2022

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

		Base	Amend 1	Total
1.	Project Administration and Coordination	$ 2,500	$ 35,100	$ 37,600
2.	Topographic Survey and Base Drawings	$ 20,000	$ 0	$ 20,000
3.	Boundary Survey	$ 4,000	$ 0	$ 4,000
4.	Traffic Study	$ 13,800	$ 0	$ 13,800
5.	Conceptual Design Phase	$ 10,000	$ 0	$ 10,000
6.	Preliminary Design and Plans	$ 0	$ 66,700	$ 66,700
7.	Final Design and Plans	$ 0	$ 98,900	$ 98,900
8.	Traffic Signal Design and Plans	$ 0	$ 31,600	$ 31,600
9.	Fiber Optic Upgrade Design and Plans	$ 0	$ 9,900	$ 9,900
10.	Lighting Analysis & Design	$ 0	$ 3,900	$ 3,900
11.	Landscaping Enhancements	$ 0	$ 5,000	$ 5,000
12.	Public Information Meeting	$ 0	$ 4,400	$ 4,400
13.	Bid Period Assistance	$ 0	$ 3,400	$ 3,400
	SUB TOTAL	$ 50,300	$ 258,900	$ 309,200

B. ADDITIONAL SERVICES

		Base	Amend 1	Total
1.	ROW Documents, Negotiations (Permanent Easement/Fee Title = 5 Parcels @ $4,320 per Parcel Temporary Construction Easements = 4 Parcels @ $2,850 per Parcel)	$ 0	$ 33,000	$ 33,000
2.	Acquire Title Certificates (5 @ $450 Each)	$ 0	$ 2,250	$ 2,250
3.	Project Data Book	$ 0	$ 1,500	$ 1,500
4.	Permanent Easement Plats (6 @ $750 Each)	$ 0	$ 4,500	$ 4,500
5.	Temporary Easement Exhibits (8 @ $500 Each)	$ 0	$ 4,000	$ 4,000
6.	Utility Verification Test Holes (14 @ $1,000 Each)	$ 0	$ 14,000	$ 14,000
7.	Permit Fees and Reimbursables	$ 0	$ 500	$ 500
	SUB TOTAL	$ 0	$ 59,750	$ 59,750
	TOTAL	$ 50,300	$ 318,650	$ 368,950

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 5th day of April, 2021.

ATTEST:

Denise L. Hoy
City Clerk, City of Ankeny

CITY OF ANKENY, POLK COUNTY, IOWA

By _____
Gary Lorenz, Mayor

ATTEST:

_____

SNYDER & ASSOCIATES, INC.

By _____

STANDARD PROFESSIONAL SERVICES AGREEMENT
(Long Form-modified)

NOW ON THIS 2nd day of November, 2020, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NW 36th Street Widening – NW Ash Drive to N. Ankeny Boulevard.

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

   8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

   8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

   8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

   8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

   9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

   9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

    17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

    17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

    18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

    18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

        18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

        18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

        18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

        18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**	**D**	**Location Map**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**

By: Gary Lorenz
(Authorized agent)

Gary Lorenz, Mayor
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: Mark A. Land
(Authorized agent)

Mark A. Land
(Printed or typed signature)

Route executed copy to:JWH

EXHIBIT A – SCOPE OF SERVICES

NW 36TH STREET WIDENING – NW ASH DRIVE TO N. ANKENY BOULEVARD

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. The construction PROJECT includes the widening of NW 36th Street from NW Des Moines Street to approximately 800' east of N. Ankeny Boulevard. NW 36th Street will be widened from a 2-lane urban roadway to a 4-lane urban boulevard roadway with raised medians and dedicated left turn lanes.

2. Right turn lanes may be included along eastbound NW 36th Street at NW Ash Drive and N. Ankeny Boulevard and westbound NW 36th Street at N. Ankeny Boulevard and NW Ash Drive. A right turn lane may also be included along northbound NW Ash Drive at NW 36th Street.

3. A Permanent traffic signal will be added to the intersection of NW 36th Street and NW Ash Drive. Traffic signal improvements will be included at the intersection of NW 36th Street and N. Ankeny Boulevard. The traffic signal improvements at both intersections will include Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed. Fiber optic connection will be provided from N. Ankeny Boulevard to the new signals and NW Ash Drive.

4. The PROJECT includes utilizing the existing storm sewer installed with a previous project. This PROJECT will include installing storm sewer intake tops and adjusting to final grade.

5. The PROJECT includes installing new 12" water main along the north side of NW 36th Street from the NW corner of the NW 36th Street and N. Ankeny Boulevard intersection to the NW corner of the NW 36th Street and NW Des Moines Street intersection.

6. Sanitary sewer work is not anticipated on this project.

7. The PROJECT includes ADA sidewalk improvements at the major intersections and potentially reconstructing the existing sidewalk on the north side of NW 36th Street. The existing sidewalk on the south side of NW 36th Street shall be protected.

The PROFESSIONAL shall provide Professional Services as described below.

1. The PROFESSIONAL will complete topographic and boundary survey for the PROJECT along NW 36th Street from the west side of NW Des Moines Street to approximately 800' east of N. Ankeny Boulevard. The PROFESSIONAL shall coordinate with Iowa One Call and that private utility companies locate their facilities along the corridor. The PROFESSIONAL shall obtain the necessary permits from the Iowa DOT for working within the N. Ankeny Boulevard (U.S. Highway 69) right-of-way.

2. A Traffic Study will be performed to outline the intersection geometries and required turn lane lengths, and reviewed with the CLIENT for approval.

3. An overall concept design will be prepared to provide a plan view exhibit of the proposed project improvements.

4. The design and construction services for the PROJECT will be completed under a separate Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   a. Monthly progress reports.

   b. Monthly billing reports.

   c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

   The PROFESSIONAL shall provide topographic and utility survey for the proposed improvements. This service includes:

   a. Horizontal Datum will be provided using Iowa State Plane.

   b. Vertical Datum will be provided using NAVD 88.

   c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

e. Contours shall be shown at 1-foot intervals.

f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

g. The field survey will include everything within the NW 36th Street right-of-way north of the existing eastbound lane centerline and approximately 15' north of the north right-of-way from the west side of NW Des Moines Street to approximately 800' east of N. Ankeny Boulevard. Additional survey will include the three anticipated right turn lane additions on NW 36th Street and NW Ash Drive and intersections/driveways within the project limits.

h. Location of trees six (6) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

   Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information

with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

The PROFESSIONAL will contact the CLIENT if a known utility is not being located. The CLIENT may choose to submit a "dig" ticket request to facilitate the utility locates within the required 72 hours. The PROFESSIONAL will contact the CLIENT prior to commencing the survey to determine if the "dig" ticket request should be submitted at an earlier date.

j. The PROFESSIONAL will measure elevations above ground level of utility lines through the intersection where in potential conflict with new signal mast arms.

k. Prior to performing topographic survey of the project, the PROFESSIONAL shall provide a Notice of Intent letter to the property owners with properties located along the corridor. This letter will provide information on the project and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads along the edges of their property to be staked.

3. BOUNDARY SURVEY

Right Of Way Verification – The PROFESSIONAL shall establish the existing right-of-way lines to facilitate future design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys and section corner certificates; perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents.

4. TRAFFIC STUDY

The PROFESSIONAL shall perform a traffic study to evaluate intersection lane configuration needs along NW 36th Street from NW Des Moines Street to just east of N. Ankeny Boulevard.

a. Data Collection:

i. Perform a 24-hour turning movement traffic count at the N. Ankeny Boulevard and 36th Street intersection, using video methods. Utilize

2020 traffic count data provided by the CLIENT for the NW 36th Street and NW Ash Drive intersection.

ii. Review previous traffic studies of the area, including the 2015 NE 36th Street Traffic Analysis, the 2019 Kwik Star Store #1057 Traffic Impact Study, the Lutheran Church of Hope Traffic Input Study, and the Otter Creek PUD.

b. Review and analyze the need for protected-permissive left turn phasing for the northbound left and southbound left at Ankeny Boulevard. Current approaches have protected-only left turn phasing.

c. Traffic Forecasts: Prepare 2025 & 2040 AM and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.

d. Traffic Analysis: Perform traffic operations analyses of estimated 2040 AM and PM peak hour traffic. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths.

e. Memorandum: Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum to the CLIENT for review. CLIENT will submit traffic study to the Iowa DOT for review of recommendations associated with Ankeny Blvd (US Highway 69). Finalize memorandum upon receipt of comments.

5. CONCEPTUAL DESIGN PHASE

The purpose of this phase is to compile existing and proposed roadway features from archived data, prepare an updated plan view exhibit of the proposed improvements, provide an Engineer's Opinion of Probable Project Costs, and evaluate construction staging options to maintain traffic during construction.

II. WORK SCHEDULE

This PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	November 2, 2020
Complete Topo and Boundary Survey	November 30, 2020
Submit Draft Traffic Study Memo	January 8, 2021
Receive City Traffic Study Memo Comments	January 22, 2021
Submit Final Traffic Study Memo	February 5, 2021
Complete Conceptual Design	February 19, 2021

General Schedule for Preliminary and Final Design Agreement Items:

Notice to Proceed	March 1, 2021
Preliminary Design	March – June 2021
Right-of-Way Negotiations (if required)	July - November 2021
Check Plan Design	June – August 2021
Final Plan Design	August – October 2021
Bid Letting	December 14, 2021
Construction	April – November 2022

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	$ 2,500
2. Topographic Survey and Base Drawings	$ 20,000
3. Boundary Survey	$ 4,000
4. Traffic Study	$ 13,800
5. Conceptual Design Phase	$ 10,000
TOTAL	$50,300

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. The Professional _____shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$500,000
Each Employee-Disease	$500,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY

$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

E) PROFESSIONAL LIABILITY $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit C

SNYDER & ASSOCIATES, INC.
2020-21
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$214.00	/hour
Principal I	$203.00	/hour
Senior	$182.00	/hour
VIII	$169.00	/hour
VII	$160.00	/hour
VI	$152.00	/hour
V	$142.00	/hour
IV	$132.00	/hour
III	$120.00	/hour
II	$109.00	/hour
I	$96.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$129.00	/hour
Senior	$123.00	/hour
VIII	$115.00	/hour
VII	$106.00	/hour
VI	$95.00	/hour
V	$85.00	/hour
IV	$78.00	/hour
III	$66.00	/hour
II	$58.00	/hour
I	$50.00	/hour
Administrative		
II	$66.00	/hour
I	$54.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

Exhibit D

10/28/2020
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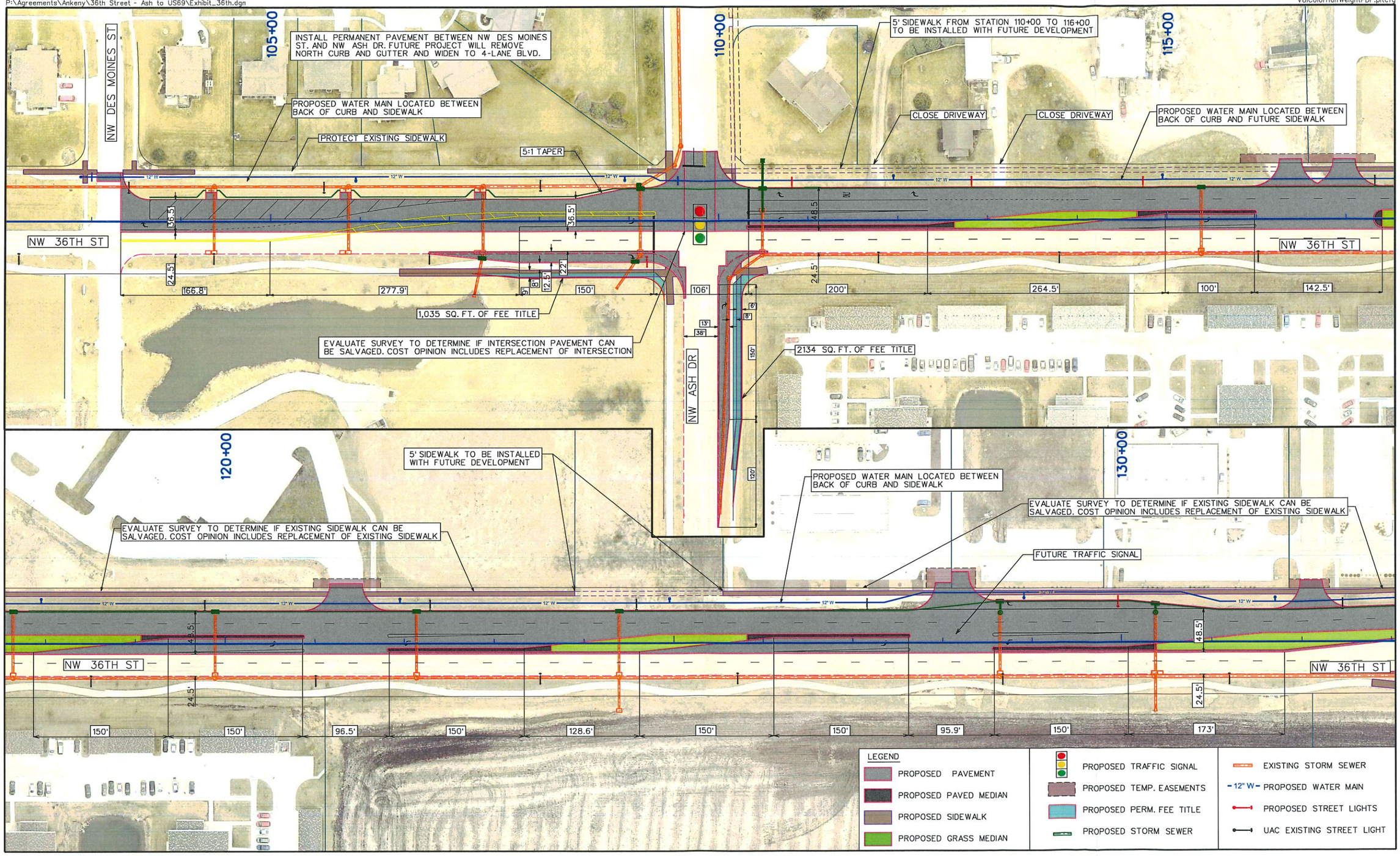
jstoermer
V8iColorHalfWeightPDF.pltcfg



SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

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FEET

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NW 36TH ST WIDENING - FROM NW ASH DR TO N ANKENY BLVD - PAGE 1 OF 2

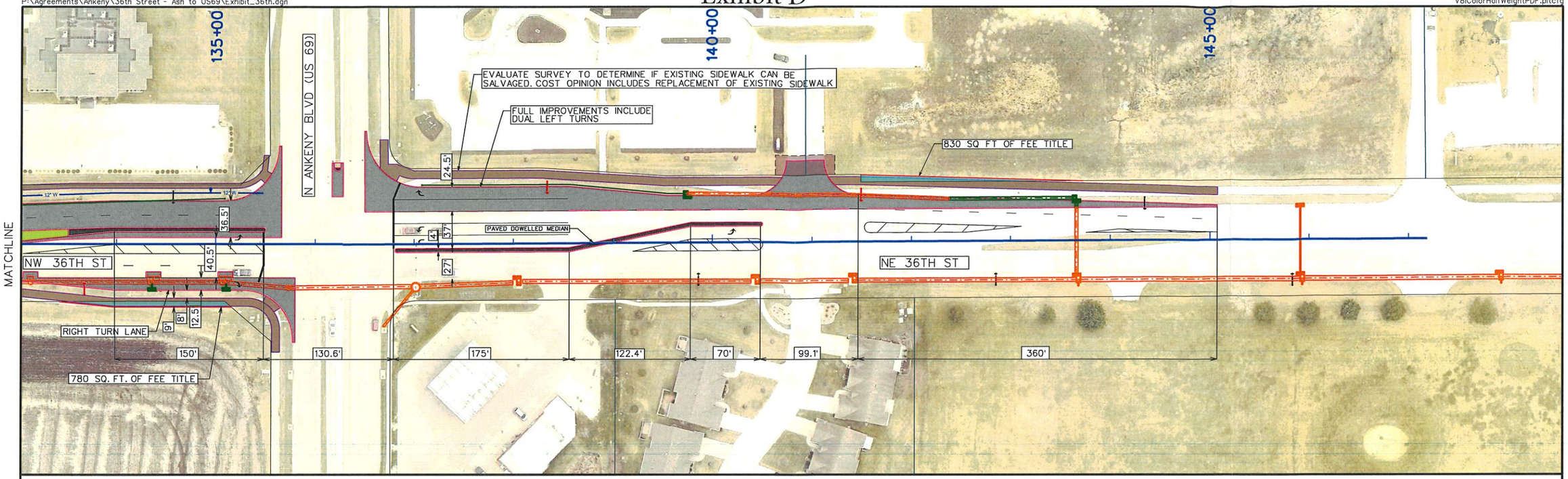
Ankeny, Iowa

11/2/2020

10/27/2020
P:\Agreements\Ankeny\36th Street - Ash to US69\Exhibit_36th.dgn

Exhibit D

jstoermer
V8iColorHalfWeightPDF.pltcfg



LEGEND

- PROPOSED PAVEMENT
- PROPOSED PAVED MEDIAN
- PROPOSED SIDEWALK
- PROPOSED GRASS MEDIAN
- PROPOSED TRAFFIC SIGNAL
- PROPOSED TEMP. EASEMENTS
- PROPOSED PERM. FEE TITLE
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- 12" W PROPOSED WATER MAIN
- PROPOSED STREET LIGHTS
- UAC EXISTING STREET LIGHT

SNYDER & ASSOCIATES

city of Ankeny
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0 50 100
FEET

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NW 36TH ST WIDENING - FROM NW ASH DR TO N ANKENY BLVD - PAGE 2 OF 2

Ankeny, Iowa

11/2/2020

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $64,645.17 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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement		
Contractor:	All-Star Concrete 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: 11/20/23 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: 10/02/23 Through: 10/31/23

Contract Summary

Original Contract Amount:	$ 685,785.30			
Net change by Change Orders:	$ 1,650.00			
Contract Amount to Date: (line 1 ± 2)		$ 687,435.30		
Total completed and stored to date:	$ 268,075.67			
Retainage: 5 % of Completed Work:	$ 13,403.78			
Total Earned less Retainage:		$ 254,671.89		
Less previous applications for payment:		$ 190,026.72		
SUBTOTAL			$	64,645.17
OTHER CHARGES (Attach an itemized list)			$	-
##				
CURRENT PAYMENT DUE			$	64,645.17
Balance to finish, including retainage:		$ 432,763.41		
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 Concrete LLC
Firm Name

Paublo Sanchez — 11.06.23
Signature — Date

Engineer / Consultant Approval: Snyder & Associates
Firm Name

Andrew Houchin, P.E. — 11/1/23
Signature — Date

City of Ankeny Staff Approval:

Leslie Hart — Nov 7, 2023
Signature — Date

Submit to: *Leslie Hart*

E-mail: Lhart@ankenyiowa.gov *Phone:* *515-963-3548* *Fax:* *515-963-3548*

Date Printed: 11/1/2023

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, Off-site	CY	92		92	$ 50.00	$ 4,600.00	20.00	$ 1,000.00	60.00	80.00	$ 4,000.00	12	86.96%
2.02	Excavation, Class 10, Waste	CY	291		291	$ 50.00	$ 14,550.00	56.00	$ 2,800.00	191.00	247.00	$ 12,350.00	44	84.88%
2.03	Subgrade Preparation	SY	1262		1,262	$ 5.00	$ 6,310.00	167.37	$ 836.85	566.16	733.53	$ 3,667.65	528	58.12%
2.04	Subbase, Modified, 6-inch	SY	990		990	$ 16.00	$ 15,840.00	287.20	$ 4,595.20	733.53	1,020.73	$ 16,331.68	(31)	103.10%
2.05	Subbase, Special Backfill, 6 Inches	SY	272		272	$ 15.00	$ 4,080.00	35.00	$ 525.00	0.00	35.00	$ 525.00	237	12.87%
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	$ 2,160.00	0.00	36.00	$ 2,160.00	164	18.00%
	SEWERS AND DRAINS													
4.01	Subdrain, Corrugated PVC, 8 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		$ -	0.00	0.00	$ -	1	0.00%
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	322.00	$ 35,420.00	662.37	984.37	$ 108,280.70	173	85.08%
7.02	PCC Pavement Samples and Testing	LS	1		1	$ 3,700.00	$ 3,700.00		$ -	0.00	0.00	$ -	1	0.00%
7.03	Removal of Sidewalk	SY	346		346	$ 15.00	$ 5,190.00	86.50	$ 1,297.50	86.50	173.00	$ 2,595.00	173	50.00%
7.04	Sidewalk, PCC, 4 In.	SY	139		139	$ 70.00	$ 9,730.00	43.50	$ 3,045.00	22.40	65.90	$ 4,613.00	73	47.41%
7.05	Sidewalk, PCC, 6 In.	SY	81		81	$ 70.00	$ 5,670.00	26.40	$ 1,848.00	37.00	63.40	$ 4,438.00	18	78.27%
7.06	Detectable Warnings, Galvanized Steel	SF	120		120	$ 65.00	$ 7,800.00		$ -	30.00	30.00	$ 1,950.00	90	25.00%
7.07	Pavement Removal	SY	1110		1,110	$ 25.00	$ 27,750.00	278.80	$ 6,970.00	667.53	946.33	$ 23,658.25	164	85.25%
7.08	Asphalt Milling	LS	0	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	$ 1,600.00	0.00	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	0.15	$ 3,825.00	0.25	0.40	$ 10,200.00	1	40.00%
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	40		40	$ 225.00	$ 9,000.00		$ -	10.00	10.00	$ 2,250.00	30	25.00%
8.10	Signal Modifications for Staging	LS	1		1	$ 2,500.00	$ 2,500.00	0.75	$ 1,875.00	0.00	0.75	$ 1,875.00	0	75.00%
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%
	MISCELLANEOUS				0									
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	0.50	0.75	$ 750.00	0	75.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = $ 687,435.30 PAY PERIOD = $ 68,047.55 COMPLETED = $ 268,075.67 39.00%

Date printed: 11/1/2023

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
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CHANGE ORDER TOTAL = $ 1,650.00

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

November 20, 2023
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:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $63,656.71 to Caliber Concrete, LLC, for construction services on the Aspen Ridge Trail 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:	Aspen Ridge Trail		
Contractor:	Caliber Concrete LLC		
Address:	309 Audubon St. PO Box 248, Adair, IA 50002		
Finance Budget Code:	973.2973.4408	**Finance Project #:**	973.4408
Vendor Project #:		**Purchase Order #:**	NA
Original Contract Date:	August 21, 2023	**Vendor Account #:**	10157

Date of Council Meeting: November 20, 2023 **Payment Application #:** 1

Payment Period: From: August 21, 2023 Through: October 27,2023

Contract Summary:

Original Contract Amount:	$ 82,437.36		
Net Change by Change Orders:	$ 3,969.60		
Contract Amount to Date: (line 1 ± 2)		$ 86,406.96	
Total Completed and Stored to Date:	$ 67,007.06		
Retainage: 5 % of Completed Work:	$ 3,350.35		
Total Earned Less Retainage:		$ 63,656.71	
Less Previous Applications for Payment:		$ -	
SUBTOTAL:			$ 63,656.71
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 63,656.71**
Balance to Finish, Including Retainage:		$ 22,750.25	

Contract Time Remaining (Substantial): - Working Days

Contract Time Remaining (Final): - 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: Caliber Concrete LLC
Firm Name

Signature Date 11·13·2023

Engineer / Consultant Approval: Farnsworth Group, Inc.
Firm Name

Signature Date 11/13/2023

City of Ankeny Staff Approval:

Signature Date 11/13/23

Submit to: Nick Lenox, Director of Parks & Recreation

E-mail: nlenox@ankenyiowa.gov Phone Number: 515.963.3576

Date Printed: 11/13/2023

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
	EARTHWORK													
2.01	Topsoil, On-Site (5" Depth)	CY	108.00		108.00	$ 41.12	$ 4,440.96	108.00	$ 4,440.96		108.00	$ 4,440.96	0.00	100.00%
2.02	Subgrade Preparation, 5" Depth	SY	750.00		750.00	$ 4.00	$ 3,000.00	750.00	$ 3,000.00		750.00	$ 3,000.00	0.00	100.00%
	SEWERS AND DRAINS													
4.01	Pipe Culvert, HDPE, Trenchless, 6" DIA.	LF	52.00		52.00	$ 32.00	$ 1,664.00	52.00	$ 1,664.00		52.00	$ 1,664.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Sidewalk, PCC, 5-Inch Non-Reinforced	SY	750.00		750.00	$ 54.61	$ 40,957.50	750.00	$ 40,957.50		750.00	$ 40,957.50	0.00	100.00%
7.02	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%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1.00		1.00	$ 250.00	$ 250.00	1.00	$ 250.00		1.00	$ 250.00	0.00	100.00%
8.02	Traffic Signs	EA	4.00		4.00	$ 300.00	$ 1,200.00		$ -		0.00	$ -	4.00	0.00%
8.03	Wood Posts	LF	60.00		60.00	$ 5.00	$ 300.00		$ -		0.00	$ -	60.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01	Aeration	AC	3.00		3.00	$ 1,500.00	$ 4,500.00		$ -		0.00	$ -	3.00	0.00%
9.02	Overseeding	AC	3.00		3.00	$ 1,000.00	$ 3,000.00		$ -		0.00	$ -	3.00	0.00%
9.03	Topdressing	AC	3.00		3.00	$ 2,500.00	$ 7,500.00		$ -		0.00	$ -	3.00	0.00%
9.04	Conventional Seeding, Type 1	AC	0.07		0.07	$ 30,000.00	$ 2,100.00		$ -		0.00	$ -	0.07	0.00%
9.05	Silt Fence	LF	40.00		40.00	$ 10.00	$ 400.00		$ -		0.00	$ -	40.00	0.00%
9.06	Silt Fence, Removal	LF	40.00		40.00	$ 10.00	$ 400.00		$ -		0.00	$ -	40.00	0.00%
9.07	Inlet Protection Device, Type 1	EA	2.00		2.00	$ 300.00	$ 600.00	2.00	$ 600.00		2.00	$ 600.00	0.00	100.00%
9.08	Inlet Protection Device, Maintenance	EA	2.00		2.00	$ 100.00	$ 200.00	2.00	$ 200.00		2.00	$ 200.00	0.00	100.00%
9.09	Temporary Erosion Control, Hydromulching	AC	0.07		0.07	$ 22,500.00	$ 1,575.00	0.07	$ 1,575.00		0.07	$ 1,575.00	0.00	100.00%
	MISCELLANEOUS													
11.01	Mobilization / Insurance / Bonds / Site Preparation	LS	1.00		1.00	$ 8,850.00	$ 8,850.00	1.00	$ 8,850.00		1.00	$ 8,850.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 500.00	$ 500.00	1.00	$ 500.00		1.00	$ 500.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Add Concrete Wall per SI-02	LS	1.00		1.00	$ 1,502.40	$ 1,502.40	1.00	$ 1,502.40		1.00	$ 1,502.40	0.00	100.00%
12.02	Import additional topsoil fill material	CY	60.00		60.00	$ 41.12	$ 2,467.20	60.00	$ 2,467.20		60.00	$ 2,467.20	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 86,407.06 PAY PERIOD = $ 67,007.06 COMPLETED = $ 67,007.06 77.55%

Date printed: 11/13/2023

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $2,216.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 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

city of Ankeny
bringing it all together

Project Title: Otter Creek Trunk Sewer Extension - Phase 4
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322
Finance Budget Code: 655.3655.4210 **Finance Project Code:** 655.4210

Vendor Project or Invoice #: **PO #**
Original Contract Date: May 15, 2023 **Vendor #** 2407

Date of Council Meeting 11/20/2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 10/02/23 through: 11/05/23

Contract Summary

Original Contract Amount:	$ 148,500.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 148,500.00	
Total completed and stored to date:	$ 75,163.28		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 75,163.28	
Less previous applications for payment:		$ 72,947.28	
SUBTOTAL			$ 2,216.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,216.00
Balance to finish, including retainage:		$ 73,336.72	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

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

Construction Contractor Approval: _____
Firm Name

_____ Signature _____ Date

Engineer/Consultant Approval: Civil Design Advantage
Firm Name

Eric Schultz
Signature 11/09/2023 Date

City of Ankeny Staff Approval
Donald Clark
Signature 11/10/23 Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 11/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date		Amount
1	6/19/2023	$	15,410.28
2	7/17/2023	$	25,623.00
3	8/21/2023	$	8,896.50
4	9/18/2023	$	14,921.00
5	10/16/2023	$	8,096.50
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TOTAL $ 72,947.28

Record of Change Orders

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	TOTAL	$ -

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	May 15, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 11/10/2023

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

City of Ankeny
Don Clark
220 West First Street
Ankeny, IA 50023

November 10, 2023
Project No: 2304.288
Invoice No: 42814
Due Date: December 10, 2023

Project 2304.288 C. Ankeny - Otter Creek Trunk Sewer Ph 4

Professional Services from October 2, 2023 through November 5, 2023

Task 103 Topo/Boundary Survey

Total this Task **0.00**

Task 206 Wetland Services (Impact 7G)

Total this Task **0.00**

Task 230 Existing Utility Information

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	1.00	161.00	161.00	
Total Labor				**161.00**

Total this Task **$161.00**

Task 302 Construction Drawing Preparation

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	6.00	198.00	1,188.00	
Engineer 2	8.50	102.00	867.00	
Total Labor				**2,055.00**

Total this Task **$2,055.00**

Task 701 Soils Investigation (ABE)

Total this Task **0.00**

Task 998 Permits & Fees

Total this Task **0.00**

Task 999 Reimbursable Expenses

Total this Task **0.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,216.00	72,947.28	75,163.28
Limit			148,500.00
Remaining			73,336.72

Total this Invoice **$2,216.00**

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

CIVIL DESIGN ADVANTAGE

CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

November 09, 2023

Attn: Don Clark, P.E.
City of Ankeny, Director of Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #6
Otter Creek Trunk Sewer Extension – Phase 4
Ankeny, Iowa
CDA 2304.288

Dear Don:

Enclosed is a copy of Billing Information Report #6 for Otter Creek Trunk Sewer Extension – Phase 4.

During this time, Civil Design Advantage has coordinated with franchise utility companies and performed a quality control review of the construction plans for the Otter Creek Trunk Sewer Extension – Phase 4 project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte

Eric Schulte, P.E.
Project Manager

Enclosures

4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322 • P 515+369+4400 • WWW.CDA-ENG.COM

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $8,742.50 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 #:	2	***PO #***	
Original Contract Date:	September 5, 2023	***Vendor #***	2078

Date of Council Meeting: November 6, 2023 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: October 1, 2023 Through: October 31, 2023

Contract Summary

Original Contract Amount:	$ 29,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 29,000.00	
Total completed and stored to date:	$ 17,688.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 17,688.50	
Less previous applications for payment:		$ 8,946.00	
SUBTOTAL			$ 8,742.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,742.50
Balance to finish, including retainage:		$ 11,311.50	
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: Foth Infrastructure & Environment

Firm Name

Andy Floy

Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Active User Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2023.11.10 12:21:24-06'00'

Signature Date November 10, 2023

City of Ankeny Staff Approval:

Donald Clark

Signature Date 11/10/23

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

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

Date Printed: 11/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL $ 8,946.00

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 11/10/2023

Invoice

Foth

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

November 10, 2023
Project No: 0023A020.00
Invoice No: 86935

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

Invoice Total USD 8,742.50

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

Professional Services through October 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	5.00	202.00	1,010.00	
Project Engineer II	34.00	166.00	5,644.00	
Staff Engineer II	14.50	137.00	1,986.50	
Project Administrator II	1.00	102.00	102.00	
Totals	54.50		8,742.50	
Total Labor				**8,742.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	8,742.50	8,946.00	17,688.50
Limit			29,000.00
Remaining			11,311.50

Total This Invoice USD 8,742.50

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of $8,828.03 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 #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 #:	19	***PO #***	
Original Contract Date:	March 7, 2022	***Vendor #***	2078

Date of Council Meeting: November 20, 2023 **PAYMENT REQUEST #** 19

PAYMENT PERIOD: From: October 1, 2023 Through: October 31, 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:	$ 188,411.04			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 188,411.04		
Less previous applications for payment:		$ 179,583.01		
SUBTOTAL			$	8,828.03
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	8,828.03
Balance to finish, including retainage:		$ 112,188.96		
Contract Time Remaining (If applicable)	-	Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment

Firm Name

Andy Floy Digitally signed by Andy S. Floy DN: CN=Andy S. Floy, OU=Active User Accounts, OU=Members, DC=foth, DC=com Reason: I am approving this document Date: 2023.11.10 09:50:37-06'00'

Signature November 10, 2023 Date

City of Ankeny Staff Approval:

Donald Clark 11/10/23

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*

Date Printed: 11/10/2023

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
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Previous Applications for Payment

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TOTAL **$ 179,583.01**

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:	-

Date Printed: 11/10/2023

Invoice

Foth

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

November 10, 2023
Project No: 0022A004.00
Invoice No: 86933

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

Invoice Total USD 8,828.03

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through October 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	2.50	202.00	505.00	
Project Manager I	4.00	180.00	720.00	
Project Engineer II	1.50	166.00	249.00	
Technician IV	3.00	125.00	375.00	
Technician I	57.50	85.00	4,887.50	
Construction Manager III	6.50	182.00	1,183.00	
Project Administrator II	1.00	102.00	102.00	
Totals	76.00		8,021.50	
Total Labor				**8,021.50**

Expenses **806.53**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	8,828.03	179,583.01	188,411.04
Limit			300,600.00
Remaining			112,188.96

Total This Invoice **USD 8,828.03**

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $54,071.50 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:

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Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 #:	8	***PO #***	
Original Contract Date:	March 6, 2023	***Vendor #***	2078

Date of Council Meeting: November 20, 2023 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: October 1, 2023 Through: October 31, 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:	$ 376,423.24		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 376,423.24	
Less previous applications for payment:		$ 322,351.74	
SUBTOTAL			$ 54,071.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 54,071.50
Balance to finish, including retainage:		$ 96,976.76	
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

Andy Floy

Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Active User Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2023.11.10 12:05:39-06'00'

Signature Date November 10, 2023

City of Ankeny Staff Approval:

Mitchell Wedell

Signature Date 11/10/23

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

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

Date Printed: 11/10/2023

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
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Previous Applications for Payment

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TOTAL $ 322,351.74

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:	-

Date Printed: 11/10/2023

Invoice

Foth

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

November 10, 2023
Project No: 0023A007.00
Invoice No: 86934

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

Invoice Total USD 54,071.50

Project 0023A007.00 NW State Street Extension

Professional Services through October 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	44.00	202.00	8,888.00	
Project Manager I	2.00	180.00	360.00	
Project Engineer V	50.00	216.00	10,800.00	
Project Engineer III	69.50	178.00	12,371.00	
Project Engineer I	23.00	154.00	3,542.00	
Staff Engineer III	55.00	147.00	8,085.00	
Staff Engineer II	3.50	137.00	479.50	
Staff Engineer I	57.00	127.00	7,239.00	
Technician II	21.00	105.00	2,205.00	
Project Administrator II	1.00	102.00	102.00	
Totals	326.00		54,071.50	
Total Labor				**54,071.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	54,071.50	322,351.74	376,423.24
Limit			473,400.00
Remaining			96,976.76

Total This Invoice USD 54,071.50

Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: October 1st to October 31st, 2023

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

- Ongoing project coordination and project management.
- Began storm sewer design
- Submitted traffic report
- Began lighting layout
- Functional plan and drainage review meeting with City

Work Scheduled:
The following work tasks will be completed in October of 2023:

- Continue design development coordination and project management.
- Continue preliminary storm sewer layout
- Address City comments on traffic report and functional plan submittal
- 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

8191 Birchwood Court, Suite L • Johnston, IA 50131 • (515) 254-1393 • Fax: (515) 254-1642

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $330,892.32 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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bringing it all together

Project Title:	S. Ankeny Blvd Transmission Main		
Contractor:	Granite Excavating		
Address:	PO Box 230, 111 S Second St, Polk City, IA 50226		
Finance Budget Code:	633.3633.4450	***Finance Project #***	633.4450
Vendor Project or Invoice #:	ANKMU 165980	***PO #***	
Original Contract Date:	February 6, 2023	***Vendor #***	011835

Date of Council Meeting: November 20, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: September 29, 2023 Through: October 27, 2023

Contract Summary

Original Contract Amount:	$ 2,649,525.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 2,649,525.00	
Total completed and stored to date:	$ 2,378,045.40		
Retainage: 5 % of Completed Work:	$ 118,902.27		
Total Earned less Retainage:		$ 2,259,143.13	
Less previous applications for payment:		$ 1,928,250.81	
SUBTOTAL			$ 330,892.32
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 330,892.32
Balance to finish, including retainage:		$ 390,381.87	
Contract Time Remaining (If applicable)	34 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: Granite Excavating
Firm Name

Signature — 10/30/23 Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.
Firm Name

Katrina L Kinsey
Signature — October 30, 2023 Date

City of Ankeny Staff Approval:

Donald Clark
Signature — 11-1-23 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: 10/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 19, 2023	$ 521,305.50
2	July 3, 2023	$ 939,424.71
3	August 21, 2023	$ 65,722.14
4	September 18, 2023	$ 255,304.85
5	October 16, 2023	$ 146,493.61
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Previous Applications for Payment

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TOTAL $ 1,928,250.81

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 6, 2023
Original Contract Time:	164
Added by Change Order:	-
Contract Time to Date:	164
Time Used to Date:	130
Contract Time Remaining:	34

Date Printed: 10/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Removal of Known Pipe Culvert, CMP, 18"	LF	30		30.00	$ 32.00	$ 960.00	30.00	$ 960.00	-	100.00%
2	Removal and Reinstall of Culvert, RCP, 24"	LF	10		10.00	$ 78.00	$ 780.00		$ -	10.00	0.00%
3	Removal and Reinstall of Culvert, RCP, 42"	LF	20		20.00	$ 80.00	$ 1,600.00	24.00	$ 1,920.00	(4.00)	120.00%
4	Trench Foundation	TON	900		900.00	$ 43.00	$ 38,700.00		$ -	900.00	0.00%
5	Water Main, Trenched, PVC, 12"	LF	30		30.00	$ 122.00	$ 3,660.00	20.00	$ 2,440.00	10.00	66.67%
6	Water Main, Trenched, PVC, 24"	LF	4,475		4,475.00	$ 348.00	$ 1,557,300.00	4,331.00	$ 1,507,188.00	144.00	96.78%
7	Water Main, Trenched, DI, 24"	LF	70		70.00	$ 322.00	$ 22,540.00	70.00	$ 22,540.00	-	100.00%
8	Water Main, Trenchless, PVC, 24"	LF	522		522.00	$ 609.00	$ 317,898.00	582.00	$ 354,438.00	(60.00)	111.49%
9	Water Main with Existing Casing Pipe, Trenchless, PVC, 24"	LF	273		273.00	$ 587.00	$ 160,251.00	273.00	$ 160,251.00	-	100.00%
10	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	80		80.00	$ 1,445.00	$ 115,600.00	60.00	$ 86,700.00	20.00	75.00%
11	Valve, Gate, 24"	EA	1		1.00	$ 39,850.00	$ 39,850.00	1.00	$ 39,850.00	-	100.00%
12	Tapping Valve Assembly, 24" x 24"	EA	1		1.00	$ 63,890.00	$ 63,890.00		$ -	1.00	0.00%
13	Tapping Valve Assembly, 12" x 12"	EA	1		1.00	$ 10,260.00	$ 10,260.00	1.00	$ 10,260.00	-	100.00%
14	Fire Hydrant Assembly	EA	6		6.00	$ 11,500.00	$ 69,000.00	5.00	$ 57,500.00	1.00	83.33%
15	Fire Hydrant Assembly at STA. 304+78.00	EA	1		1.00	$ 10,980.00	$ 10,980.00	1.00	$ 10,980.00	-	100.00%
16	Removal of Recreational Trail	SY	1,380		1,380.00	$ 20.00	$ 27,600.00	1,333.40	$ 26,668.00	46.60	96.62%
17	Recreational Trail, PCC	SY	1,350		1,350.00	$ 65.00	$ 87,750.00		$ -	1,350.00	0.00%
18	Recreational Trail, HMA	SY	30		30.00	$ 65.00	$ 1,950.00		$ -	30.00	0.00%
19	Granular Surfacing, Class A Roadstone	TON	325		325.00	$ 35.00	$ 11,375.00		$ -	325.00	0.00%
20	Temporary Traffic Control	LS	1		1.00	$ 20,370.00	$ 20,370.00	0.87	$ 17,721.90	0.13	87.00%
21	Conventional Seeding and Fertilizing, Type 6	AC	5.3		5.30	$ 2,885.00	$ 15,290.50		$ -	5.30	0.00%
22	Conventional Seeding, Type 4	AC	5.3		5.30	$ 1,575.00	$ 8,347.50		$ -	5.30	0.00%
23	Wattle, 9"	LF	1,000		1,000.00	$ 2.00	$ 2,000.00	634.00	$ 1,268.00	366.00	63.40%
24	Wattle, Removal	LF	1,000		1,000.00	$ 0.30	$ 300.00		$ -	1,000.00	0.00%
25	Site Fence	LF	2,600		2,600.00	$ 2.00	$ 5,200.00	1,790.00	$ 3,580.00	810.00	68.85%
26	Site Fence, Removal	LF	2,600		2,600.00	$ 0.30	$ 780.00		$ -	2,600.00	0.00%
27	Erosion Control Mulching, Hydromulching	AC	10.5		10.50	$ 2,885.00	$ 30,292.50		$ -	10.50	0.00%
28	Mobilization	LS	1.0		1.00	$ 25,000.50	$ 25,000.50	1.00	$ 25,000.50	-	100.00%
29					-		$ -		$ -	-	0.00%
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47					-		$ -		$ -	-	0.00%
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73					-		$ -		$ -	-	0.00%
74					-		$ -		$ -	-	0.00%
75					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 2,649,525.00 $ 2,329,265.40 87.91%

MATERIAL STORED ONSITE PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	QUANTITY ONSITE	UNIT PRICE	EXTENDED PRICE
1	Water Main, PVC, 24", Stab Joint	LF	0	$ 167.00	$ -
2	Water Main, PVC, 24", Restrained Joint	LF	180	$ 271.00	$ 48,780.00
3					$ -
4					$ -
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45					$ -
46					$ -
47					$ -

MATERIAL STORED ONSITE TO DATE $ 48,780.00

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $162,017.75 to Howrey Construction Inc., for construction services on the Creekside Park 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:

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Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	2023 Creekside Park Improvements		
Contractor:	Howrey Construction, Inc		
Address:	316 Austin Street, Rockwell City, IA 50579		
Finance Budget Code:	973.2973.4408	**Finance Project #:**	973.2973
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	May 5, 2023	**Vendor Account #:**	7544

Date of Council Meeting: November 20, 2023 **Payment Application #:** 2

Payment Period: From: September 2, 2023 Through: November 8, 2023

Contract Summary:

Original Contract Amount:	$ 275,050.50		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 275,050.50	
Total Completed and Stored to Date:	$ 258,566.68		
Retainage: 5 % of Completed Work:	$ 12,928.33		
Total Earned Less Retainage:		$ 245,638.35	
Less Previous Applications for Payment:		$ 83,620.60	
SUBTOTAL:			$ 162,017.75
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 162,017.75**
Balance to Finish, Including Retainage:		$ 29,412.16	
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: Howrey Construction, Inc
Firm Name

Signature Date: 11/10/23

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

Signature Date: 11/10/2023

City of Ankeny Staff Approval:

Signature Date: 11/13/23

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

Date Printed: 11/10/2023

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
	EARTHWORK													
2.01	Topsoil, On-Site, 4" Depth	CY	277.00		277.00	$ 30.00	$ 8,310.00	138.50	$ 4,155.00	138.50	277.00	$ 8,310.00	0.00	100.00%
2.02	Excavation, Class 10	CY	97.00		97.00	$ 77.50	$ 7,517.50		$ -	97.00	97.00	$ 7,517.50	0.00	100.00%
	WATER MAINS AND APPURTENANCES													
5.01	Drinking Fountain Connection, Installation & Sump Pit	LS	1.00		1.00	$ 7,000.00	$ 7,000.00		$ -	0.50	0.50	$ 3,500.00	0.50	50.00%
	CONCRETE AND RELATED WORK													
7.01	Removal of Sidewalk	SY	12.00		12.00	$ 41.75	$ 501.00		$ -	7.10	7.10	$ 296.43	4.90	59.17%
7.02	Sidewalk, PCC, 4-Inch, Non-Reinforced	SY	150.00		150.00	$ 151.00	$ 22,650.00		$ -	150.00	150.00	$ 22,650.00	0.00	100.00%
7.03	Playground Pad, PCC, 4-Inch, Reinforced	SY	380.00		380.00	$ 78.00	$ 29,640.00		$ -	380.00	380.00	$ 29,640.00	0.00	100.00%
7.04	Sidewalk Assurance Testing	LS	1.00		1.00	$ 650.00	$ 650.00		$ -	1.00	1.00	$ 650.00	0.00	100.00%
7.05	Poured-in-Place Rubber Surfacing	SF	3,185.00		3,185.00	$ 19.00	$ 60,515.00	3,185.00	$ 60,515.00		3,185.00	$ 60,515.00	0.00	100.00%
7.06	Playground Equipment and Footing	LS	1.00		1.00	$ 45,000.00	$ 45,000.00	1.00	$ 45,000.00		1.00	$ 45,000.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Traffic Control	LS	1.00		1.00	$ 1,500.00	$ 1,500.00	0.50	$ 750.00	0.50	1.00	$ 1,500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding, Type 1 (Pernanent Lawn Mixture)	AC	0.50		0.50	$ 8,500.00	$ 4,250.00		$ -		0.00	$ -	0.50	0.00%
9.02	Trees, Deciduous, 2" Caliper	EA	5.00		5.00	$ 800.00	$ 4,000.00	5.00	$ 4,000.00		5.00	$ 4,000.00	0.00	100.00%
9.03	Temporary RECP, Type 2.D (Short-term	SY	125.00		125.00	$ 7.50	$ 937.50		$ -		0.00	$ -	125.00	0.00%
9.04	Wattles, 9-Inch Dia.	LF	260.00		260.00	$ 4.25	$ 1,105.00		$ -		0.00	$ -	260.00	0.00%
9.05	Wattles, 9-Inch Dia., Removal	LF	260.00		260.00	$ 2.25	$ 585.00		$ -		0.00	$ -	260.00	0.00%
9.06	Silt Fence	LF	383.00		383.00	$ 4.25	$ 1,627.75		$ -	383.00	383.00	$ 1,627.75	0.00	100.00%
9.07	Silt Fence, Removal	LF	383.00		383.00	$ 2.25	$ 861.75		$ -		0.00	$ -	383.00	0.00%
9.08	Stabilized Construction Entrance	SY	85.00		85.00	$ 35.00	$ 2,975.00		$ -		0.00	$ -	85.00	0.00%
9.09	Erosion Control Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	1.00		1.00	$ 3,000.00	$ 3,000.00	0.50	$ 1,500.00		0.50	$ 1,500.00	0.50	50.00%
9.10	Inlet Protection Device, Drop-In	EA	2.00		2.00	$ 200.00	$ 400.00		$ -		0.00	$ -	2.00	0.00%
9.11	Inlet Protection Device, Maintenance	EA	3.00		3.00	$ 55.00	$ 165.00		$ -		0.00	$ -	3.00	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 14,250.00	$ 14,250.00	0.50	$ 7,125.00	0.50	1.00	$ 14,250.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 750.00	$ 750.00		$ -	1.00	1.00	$ 750.00	0.00	100.00%
	ADD-ALTERNATE & CHANGE ORDER ITEMS													
12.01	Shelter Pad, PCC, 5-Inch, Reinforced	SY	72.00		72.00	$ 130.00	$ 9,360.00		$ -	72.00	72.00	$ 9,360.00	0.00	100.00%
12.02	Shelter and Footings	LS	1.00		1.00	$ 47,500.00	$ 47,500.00	1.00	$ 47,500.00		1.00	$ 47,500.00	0.00	100.00%
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 = $ 275,050.50 PAY PERIOD = $ 170,545.00 COMPLETED = $ 258,566.68 94.01%

Date printed: 11/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 18, 2023	$ 83,620.60
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 83,620.60

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:

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $2,040.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection 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:

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Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	NW Irvinedale Drive & NW 18th Street Intersection Improvements		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite,200, Johhnston, IA 50131		
Finance Budget Code:	922.3922.4210	**Finance Project #:**	922.4210
Vendor Project #:	220196	**Purchase Order #:**	NA
Original Contract Date:	March 20, 2023	**Vendor Account #:**	5531

Date of Council Meeting: November 20, 2023 **Payment Application #:** 8

Payment Period: From: September 30, 2023 Through: October 27, 2023

Contract Summary:

Original Contract Amount:	$ 107,920.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 107,920.00	
Total Completed and Stored to Date:	$ 68,274.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 68,274.50	
Less Previous Applications for Payment:		$ 66,234.00	
SUBTOTAL:			$ 2,040.50
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 2,040.50**
Balance to Finish, Including Retainage:		$ 39,645.50	
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: NA
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.
Firm Name

Signature November 3, 2023
Date

City of Ankeny Staff Approval:

Signature 11/3/2023
Date

Submit to: Matt Grgurich, Civil Engineer II
E-mail: mgrgurich@ankenyiowa.gov Phone Number: 515-963-3549

Date Printed: 11/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	$ 1,812.00
2	June 5, 2023	$ 4,784.50
3	July 17, 2023	$ 18,645.50
4	August 7, 2023	$ 15,007.00
5	September 18, 2023	$ 14,444.50
6	October 2, 2023	$ 4,511.00
7	November 6, 2023	$ 7,029.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 66,234.00

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**

Date Printed: 11/3/2023

HRGreen®

▷5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + **Fax** 515.278.1846

▷HRGREEN.COM

November 3, 2023

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

Progress Report & Attached Invoice
Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
HRG Project No. 220196
Contract date: March 20, 2023

Dear Matt:

Please find the attached invoice for our services on the above referenced project. A brief summary of the invoice and how it relates to project progress is provided below.

Attached Invoice #	168577
Period covered by invoice	9/30/23 – 10/27/23
Amount this invoice	$2,040.50
Total billings to date, including this invoice	$68,274.50
Contract maximum fee	$107,920.00
% of Contract billed to date	63.26%

Summary of services during this billing period:

- Project Management & Admin
- Concept files submittal
- Coordination / follow up with City Staff on roundabout concept

Comments:

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Brian Willham, P.E.

HRGreen®

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

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

October 27, 2023
Project No: 220196
Invoice No: 168577

Invoice Total: $2,040.50

Project 220196 Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
NW Irvinedale Drive and NW 18th Street
Intersection Improvements

Professional Services Through October 27, 2023

Phase 1.0 Project Management and Administration

Professional Personnel

	Hours	Amount	
Senior Professional	7.50	1,762.50	
Admin Coordinator	1.50	190.50	
Totals	9.00	1,953.00	
Total Labor			**1,953.00**
		Total this Phase	**$1,953.00**

Phase 3.0 Concept Design

Professional Personnel

	Hours	Amount	
Professional	.50	87.50	
Totals	.50	87.50	
Total Labor			**87.50**
		Total this Phase	**$87.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,040.50	66,234.00	68,274.50
Limit			107,920.00
Remaining			39,645.50

Total this Invoice **$2,040.50**

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $257,584.49 to J&K Contracting, for construction 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:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	North Four Mile Creek Trunk Sewer		
Contractor:	J&K Contracting		
Address:	10703 Justin Drive, Urbandale, Iowa 50322		
Fin ##	660.3660.4452	**Finance Project #:**	660.4452
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	April 3, 2023	**Vendor Account #:**	8611

Date of Council Meeting: November 20, 2023 **Payment Application #:** 4

Payment Period: From: September 30, 2023 Through: October 31, 2023

Contract Summary:

Original Contract Amount:	$ 2,000,000.00		
Net Change by Change Orders:	$ 11,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 2,011,000.00	
Total Completed to Date:	$ 1,193,772.00		
Retainage: 5 % of Completed Work:	$ 59,688.60		
Total Earned Less Retainage:		$ 1,134,083.40	
Less Previous Applications for Payment:		$ 1,142,889.97	
SUBTOTAL:			(8,806.57)
OTHER CHARGES: STORED MATERIALS			266,391.06
CURRENT PAYMENT DUE:			**$ 257,584.49**
Balance to Finish, Including Retainage:		$ 610,525.54	
Contract Time Remaining:	54.00 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: J&K Contracting
Firm Name

Signature Date 11/10/23

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC
Firm Name

Blair A. Spotts Digitally signed by Blair A. Spotts DN: CN=Blair A. Spotts, OU=Active User Accounts, OU=Members, OC=foth, DC=com Date: 2023.11.10 12:31:20 06'00'
Signature Date 11/10/23

City of Ankeny Staff Approval:
Donald Clark
Signature Date 11/10/23

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@anktnyiowa.gov Phone Number: 515-963-3529

Date Printed: 11/9/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	August 11, 2023	$ 635,203.02
2	August 31, 2023	$ 148,592.38
3	September 30, 2023	$ 359,094.57
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 1,142,889.97

Record of Change Orders:

No.	Date	Amount
1	August 31, 2023	$ 7,500.00
2	November 8, 2023	$ 3,500.00
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CHANGE ORDER TOTAL = $ 11,000.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	110.0
Added by Change Order:	
Total Working Days:	110.0
Working Days Used to Date:	56.0
Working Days Remaining:	54.0

Full Completion:

Contract Working Days:	0.0
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

Date Printed: 11/9/2023

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	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.1	CLEARING AND GRUBBING	ACRE	3.70	0.00	3.70	$ 9,000.00	$ 33,300.00		$ -		3.70	$ 33,300.00	0.00	100.00%
	SEWERS AND DRAINS													
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260.00	0.00	1,260.00	$ 250.00	$ 315,000.00		$ -		1,015.00	$ 253,750.00	245.00	80.56%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172.00	0.00	1,172.00	$ 950.00	$1,113,400.00		$ -		512.00	$ 486,400.00	660.00	43.69%
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN	LF	110.00	0.00	110.00	$ 2,000.00	$ 220,000.00		$ -		110.00	$ 220,000.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.1	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9.00	0.00	9.00	$ 14,500.00	$ 130,500.00	0.00	$ -		4.40	$ 63,800.00	4.60	48.89%
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00	0.00	1.00	$ 8,000.00	$ 8,000.00		$ -		1.00	$ 8,000.00	0.00	100.00%
	TRAFFIC CONTROL													
8.1	TRAFFIC CONTROL	LS	1.00	0.00	1.00	$ 5,000.00	$ 5,000.00		$ -		0.50	$ 2,500.00	0.50	50.00%
	SITE WORK AND LANDSCAPING													
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.90	0.00	2.90	$ 1,500.00	$ 4,350.00		$ -		0.00	$ -	2.90	0.00%
9.2	WETLAND SEEDING	ACRE	0.80	0.00	0.80	$ 4,000.00	$ 3,200.00		$ -		0.00	$ -	0.80	0.00%
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.70	0.00	3.70	$ 700.00	$ 2,590.00		$ -		0.00	$ -	3.70	0.00%
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.40	0.00	7.40	$ 5,000.00	$ 37,000.00		$ -		1.75	$ 8,750.00	5.65	23.65%
9.5	FILTER SOCK, INSTALLATION	LF	2,000.00	0.00	2,000.00	$ 2.00	$ 4,000.00		$ -		125.00	$ 250.00	1,875.00	6.25%
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000.00	0.00	2,000.00	$ 0.25	$ 500.00		$ -		0.00	$ -	2,000.00	0.00%
9.7	SILT FENCE, INSTALLATION	LF	3,000.00	0.00	3,000.00	$ 2.00	$ 6,000.00		$ -		1,056.00	$ 2,112.00	1,944.00	35.20%
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3,000.00	0.00	3,000.00	$ 0.25	$ 750.00		$ -		0.00	$ -	3,000.00	0.00%
9.9	SURFACE RESTORATION HAUL ROUTES	LS	1.00	0.00	1.00	$ 9,000.00	$ 9,000.00		$ -		0.00	$ -	1.00	0.00%
11.1	MOBILIZATION	LS	1.00	0.00	1.00	$ 107,410.00	$ 107,410.00		$ -		1.00	$ 107,410.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.1	CLEARING AND GRUBBING FOR BORE PIT	LS	0.00	1.00	1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00		1.00	$ 7,500.00	0.00	100.00%
12.2	CLEARING AND GRUBBING FOR MANHOLE 3 BORE PIT	LS	0.00	1.00	1.00	$ 3,500.00	$ 3,500.00		$ -			$ -	1.00	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 = $2,011,000.00 PAY PERIOD = $ 7,500.00 COMPLETED = $1,193,772.00 59.36%

Date printed: 11/9/2023

MATERIALS STORED SUMMARY

Description	Unit	Total Units	Unit Price	Ext. Cost
MANHOLE, SANITARY SEWER, SW-301, 60 IN.	LS	0.511	$ 35,744.00	$ 18,265.18
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	0	$ 129.25	$ -
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	660	$ 375.95	$ 248,125.87
		SUBTOTAL		**266,391.06**

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $119,018.94 to J&K Contracting, for construction services on the The Westwinds, Plat 9, Storm Sewer 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	The Westwinds, Plat 9, Storm Sewer Extension		
Contractor:	J&K Contracting		
Address:	10703 Justin Drive, Urbandale, IA 50322		
Finance Budget Code:	685.3685.4453	**Finance Project #:**	685.4453
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	July 3, 2023	**Vendor Account #:**	8611

Date of Council Meeting: November 20, 2023 **Payment Application #:** 1

Payment Period: From: October 2, 2023 Through: November 4, 2023

Contract Summary:

Original Contract Amount:	$ 156,598.50		
Net Change by Change Orders:	$ (26,210.40)		
Contract Amount to Date: (line 1 ± 2)		$ 130,388.10	
Total Completed and Stored to Date:	$ 125,283.10		
Retainage: 5 % of Completed Work:	$ 6,264.16		
Total Earned Less Retainage:		$ 119,018.94	
Less Previous Applications for Payment:		$ -	
SUBTOTAL:			$ 119,018.94
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 119,018.94**
Balance to Finish, Including Retainage:		$ 11,369.16	
Contract Time Remaining (Substantial):	2.5 Working Days		
Contract Time Remaining (Final):	2.5 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: J&K Contracting
Firm Name

Signature Date 11-10-2023

Engineer / Consultant Approval: Kirkham Michael
Firm Name

Benjamin A Smith Signature Date 11/10/23

City of Ankeny Staff Approval:

Becky Ford Signature Date 11/10/23

Submit to: Becky Ford, P.E.
E-mail: Bford@Ankenyiowa.gov Phone Number: 5159633526

Date Printed: 11/10/2023

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
	EARTHWORK													
2.01	CLEAR AND GRUBBING	UNIT	28.7	0.00	28.70	$135.00	$ 3,874.50	28.70	$ 3,874.50		28.70	$ 3,874.50	0.00	100.00%
2.02	CLEAR AND GRUBBING	AC	0.12	0.00	0.12	$178,000.00	$ 21,360.00	0.12	$ 21,360.00		0.12	$ 21,360.00	0.00	100.00%
2.03	TOPSOIL, ON SITE	CY	200	0.00	200.00	$10.00	$ 2,000.00	200.00	$ 2,000.00		200.00	$ 2,000.00	0.00	100.00%
2.04	EXCAVATION, CLASS 10, IMPORT	CY	120	0.00	120.00	$28.00	$ 3,360.00	120.00	$ 3,360.00		120.00	$ 3,360.00	0.00	100.00%
2.05	GRANDULAR STABLIZATION	TON	150	(150.00)	0.00	$38.00	$ -	0.00	$ -		0.00	$ -	0.00	0.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	750	(750.00)	0.00	$38.00	$ -	0.00	$ -		0.00	$ -	0.00	0.00%
	SEWERS AND DRAINS													
4.01	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	9	3.00	12.00	$200.00	$ 2,400.00	12.00	$ 2,400.00		12.00	$ 2,400.00	0.00	100.00%
4.02	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	226	0.00	226.00	$110.00	$ 24,860.00	226.00	$ 24,860.00		226.00	$ 24,860.00	0.00	100.00%
4.03	PIPE APRON, METAL, 18 IN	EA	1	0.00	1.00	$2,000.00	$ 2,000.00	1.00	$ 2,000.00		1.00	$ 2,000.00	0.00	100.00%
4.04	REMOVE APRON	EA	1	0.00	1.00	$300.00	$ 300.00	1.00	$ 300.00		1.00	$ 300.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-401, 48"	EA	2	0.00	2.00	$4,800.00	$ 9,600.00	2.00	$ 9,600.00		2.00	$ 9,600.00	0.00	100.00%
6.02	REMOVE INTAKE	EA	1	0.00	1.00	$450.00	$ 450.00	1.00	$ 450.00		1.00	$ 450.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	REMOVAL OF DRIVEWAY	SY	181.2	0.00	181.20	$10.00	$ 1,812.00	181.20	$ 1,812.00		181.20	$ 1,812.00	0.00	100.00%
7.02	DRIVEWAY, PCC, 6 IN	SY	181.2	0.00	181.20	$85.00	$ 15,402.00	181.20	$ 15,402.00		181.20	$ 15,402.00	0.00	100.00%
7.03	DRIVEWAY ASSURANCE TESTING	LS	1	0.00	1.00	$1,050.00	$ 1,050.00	1.00	$ 1,050.00		1.00	$ 1,050.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	TEMPORARY TRAFFIC CONTROL	LS	1	0.00	1.00	$1,500.00	$ 1,500.00	1.00	$ 1,500.00		1.00	$ 1,500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	SEEDING, FERTILIZING AND MULCHING	AC	0.15	0.00	0.15	$32,000.00	$ 4,800.00	0.00	$ -		0.00	$ -	0.15	0.00%
9.02	SEEDING, FERTILIZING AND MULCHING - TEMPORARY STABILIZATION	AC	0.35	(0.20)	0.15	$5,300.00	$ 795.00	0.15	$ 795.00		0.15	$ 795.00	0.00	100.00%
9.03	SEEDING, FERTILIZING AND MULCHING - CRITICAL SLOPES	AC	0.2	(0.01)	0.19	$10,500.00	$ 1,995.00	0.19	$ 1,995.00		0.19	$ 1,995.00	0.00	100.00%
9.04	TEMPORARY ROLLED EROSION CONTROL PRODUCT	SY	75	838.50	913.50	$10.00	$ 9,135.00	913.50	$ 9,135.00		913.50	$ 9,135.00	0.00	100.00%
9.05	FILTER SOCK, 8 IN	LF	150	155.00	305.00	$6.00	$ 1,830.00	305.00	$ 1,830.00		305.00	$ 1,830.00	0.00	100.00%
9.06	FILTER SOCK REMOVAL	LF	150	155.00	305.00	$1.00	$ 305.00	0.00	$ -		0.00	$ -	305.00	0.00%
9.07	RIP RAP, CLASS B	TON	70	(1.16)	68.84	$65.00	$ 4,474.60	68.84	$ 4,474.60		68.84	$ 4,474.60	0.00	100.00%
9.08	STABILIZED CONSTRUCTION ENTRANCE	SY	160	0.00	160.00	$10.00	$ 1,600.00	160.00	$ 1,600.00		160.00	$ 1,600.00	0.00	100.00%
9.09	TEMPORARY HYDROMULCHING	AC	0.35	(0.20)	0.15	$4,200.00	$ 630.00	0.15	$ 630.00		0.15	$ 630.00	0.00	100.00%
9.10	ENGINEERING FABRIC	SY	85	0.00	85.00	$3.00	$ 255.00	85.00	$ 255.00		85.00	$ 255.00	0.00	100.00%
9.11	REMOVE AND SALVAGE STONE LANDSCAPING	LS	1	0.00	1.00	$1,600.00	$ 1,600.00	1.00	$ 1,600.00		1.00	$ 1,600.00	0.00	100.00%
	MISCELLANEOUS													
11.01	MOBILIZATION	LS	1	0.00	1.00	$12,000.00	$ 12,000.00	1.00	$ 12,000.00		1.00	$ 12,000.00	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1	0.00	1.00	$1,000.00	$ 1,000.00	1.00	$ 1,000.00		1.00	$ 1,000.00	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%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 130,388.10 PAY PERIOD = $ 125,283.10 COMPLETED = $ 125,283.10 96.08%

Date printed: 11/10/2023

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	November 20, 2023	$ (26,210.40)
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CHANGE ORDER TOTAL = $ (26,210.40)

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	October 2, 2024

Substantial Completion:

Contract Working Days:	25.0
Added by Change Order:	0.0
Total Working Days:	25.0
Working Days Used to Date:	22.5
Working Days Remaining:	2.5

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	0.0
Total Working Days:	5.0
Working Days Used to Date:	0.0
Working Days Remaining:	5.0

Date Printed: 11/10/2023

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $15,797.50 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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: November 20, 2023 **Payment Application #:** 3

Payment Period: From: September 16, 2023 Through: October 27, 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:	$ 28,232.50			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 28,232.50		
Less Previous Applications for Payment:		$ 12,435.00		
SUBTOTAL:			$	15,797.50
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**15,797.50**
Balance to Finish, Including Retainage:		$ 43,007.50		
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 Putz Signature 11/06/2023 Date

City of Ankeny Staff Approval:

Donald Clark Signature 11-6-23 Date

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

E-mail: dclark@Ankenyiowa.gov Phone Number: (515) 963-3529

Date Printed: 11/6/2023

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
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 12,435.00

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**

Date Printed: 11/6/2023

KIRKHAM MICHAEL

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

INVOICE

Invoice Number: Draft
Date: November 06, 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: October 27, 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:
Preliminary plan development. Field work has been completed for cultural resources survey and wetland investigation - Reports have been sent over.

Work anticipated during the next reporting period:
Submit preliminary plans for review.

-

Outside Consultants

	Amount
Bear Creek Archeology Inc.	$1,315.00
Emmons & Olivier Resources Inc.	$5,100.00
	$6,415.00

- Total: $6,415.00

002 - Preliminary Design

Professional Services

	Hours	Rate	Amount
Khiangtes, Dennis	24.5	$115.00	$2,817.50
Lass, Duane E	2.0	$150.00	$300.00
Putz, Andrew J	10.0	$160.00	$1,600.00
Putz, Andrew J	24.0	$170.00	$4,080.00
Reneker, Steven B	3.0	$195.00	$585.00
	63.50		**$9,382.50**

002 - Preliminary Design Total: $9,382.50

Invoice Total	**$15,797.50**

Maximum Allowable	$71,240.00
Previously Billed	$12,435.00
Current Invoice Amount	**$15,797.50**
Remaining Contract	$43,007.50

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $8,938.49 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds 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 #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Westwinds Storm Sewer Extension Project - SW Westwinds Drive		
Contractor:	Kirkham Michael and Associates		
Address:	4390 114th Street, Urbandale, IA 50322		
Finance Budget Code:	685.3685.4210	***Finance Project #***	685.4210
Vendor Project or Invoice #:	92796	***PO #***	
Original Contract Date:	April 19, 2021	***Vendor #***	908

Date of Council Meeting: November 20, 2023 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: September 16, 2023 Through: October 13, 2023

Contract Summary

Original Contract Amount:	$ 44,080.00		
Net change by Change Orders:	$ 61,334.52		
Contract Amount to Date: (line 1 ± 2)		$ 105,414.52	
Total completed and stored to date:	$ 71,843.96		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ -	
Less previous applications for payment:		$ 62,905.47	
SUBTOTAL			$ 8,938.49
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,938.49
Balance to finish, including retainage:		$ 33,570.56	
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: Kirkham Michael & Associates

Firm Name

Signature November 2, 2023

Date

City of Ankeny Staff Approval:

Becky Ford 11/9/2023

Signature Date

Submit to: *Becky Ford, P.E.*

E-mail: bford@Ankenylowa.gov *Phone:* *(515) 963-3526* *Fax:* *(515) 963-3526*

Date Printed: 11/2/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	$ 4,768.86
2	September 20, 2021	$ 3,132.50
3	October 18, 2021	$ 2,302.36
4	December 6, 2021	$ 1,220.00
5	December 20, 2021	$ 5,312.62
6	June 6, 2022	$ 18,496.57
7	September 6, 2022	$ 1,934.52
8	April 17, 2023	$ 2,240.40
9	June 5, 2023	$ 1,207.50
10	July 17, 2023	$ 4,207.50
11	October 16, 2023	$ 18,082.64
12		
13		
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35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
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41		
42		
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48		
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68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 62,905.47

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
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7		
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9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ -

#REF!

Contract Time Remaining

Contract Period:	
Original Contract Date:	April 19, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

KIRKHAM MICHAEL

Iowa • Kansas • Nebraska

www.kirkham.com

November 2, 2023

Becky Ford, P.E.
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023-1557

Subject: Westwinds Storm Sewer Extension Project – SW Westwinds Drive
KM Project: 2105620

Dear Ms. Ford,

Submitted herewith are invoices 94617, for work conducted on this project from September 16, 2023 to October 13, 2023

During this period we have completed the following work:

- Construction Observation Services
- Resident Engineering Services

Anticipated work to be completed during the next period:

- Construction Observation Services
- Resident Engineering Services

Please contact me if you have questions regarding this submittal or need further information.

Sincerely yours,
KIRKHAM MICHAEL

Greg Cabalka, P.E.
GDC/gdc
encl. Invoice

11021 Aurora Avenue • Des Moines, IA 50322 • (515) 270-0848 • FAX (515) 270-1067

KIRKHAM MICHAEL

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

INVOICE

Invoice Number: 94617
Date: October 25, 2023
Project Number: 2105620

City of Ankeny
Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: October 13, 2023

Maximum Allowable	$105,414.52
Previously Billed	$62,905.47
Current Invoice Amount	**$8,938.49**
Remaining Contract	$33,570.57

Professional Services

	Hours	Rate	Amount	
Fleming, Robert B - Survey Crew Chief	8.00	120.00	$960.00	
Greenway, Chad A - Project Surveyor	4.00	130.00	$520.00	
Karolus, Jaylene - Survey Technician I	4.00	70.00	$280.00	
Smith, Benjamin S - Senior Engineer	8.00	170.00	$1,360.00	
Spengler, Clif - Senior Construction Observer	53.00	105.00	$5,565.00	
	77.00			**$8,685.00**

Reimbursable Expenses

	Qty	Unit Rate	Amount	
Company Truck (mileage)	387.00	.6550	$253.49	
Totals			$253.49	
				$253.49

Invoice Total **$8,938.49**

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #5 in the amount of $41,250.00 to Romtech Companies, for construction services on the restroom facility at Midway Park.

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 #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	MIDWAY PARK RESTROOM CONSTRUCTION		
Contractor:	ROMTEC COMPANIES		
Address:	18240 N. BANK RD, ROSEBURG, OR, 97470		
Finance Budget Code:	897.2897.4408	**Finance Project #:**	897.~~2897~~ 4408
Vendor Project #:	NA	**Purchase Order #:**	NA
Original Contract Date:	May 18, 2023	**Vendor Account #:**	6802

Date of Council Meeting: November 20, 2023 **Payment Application #:** 5

Payment Period: From: October 2, 2023 Through: October 31, 2023

Contract Summary:

Original Contract Amount:	$ 279,370.78		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 279,370.78	
Total Completed and Stored to Date:	$ 222,834.22		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 264,084.22	
Less Previous Applications for Payment:		$ 222,834.22	
SUBTOTAL:			$ 41,250.00
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 41,250.00**
Balance to Finish, Including Retainage:		$ 15,286.56	
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: ROMTEC COMPANIES
Firm Name

Linda Pusch
Signature

11/6/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

11/10/23
Date

Submit to: NICK LENOX
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576

Date Printed: 11/4/2023

Romtec - Midway Park (Formerly Des Moines St. Park)(IA) - Schedule of Values - Monthly Billing

City of Ankeny
Attn: Nick Lenox
410 W. First Street
Ankeny IA, 50023

Job# 20178 Tax-Exempt

Application No: 1253
Application Date: 10/25/2023
Period To: 10/31/2023

A	B	C	D	E	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED	% (G/C)	BALANCE TO
	Restroom						
001	Delivery of Design Submittal (SSDS)	$ 40,000.00	$ 40,000.00		$ 40,000.00	100%	$ -
002	Manufacturing at Romtec facilities (monthly progress)	$ 60,000.00	$ 60,000.00		$ 60,000.00	100%	$ -
003	Ready to Ship (manufacturing and packaging complete)	$ 13,222.22	$ 13,222.22		$ 13,222.22	100%	$ 0.00
005	Freight	$ 9,612.00	$ 9,612.00		$ 9,612.00	100%	$ -
006	Installation - Site Work & Rough-in Plumbing & Electrical	$ 20,000.00	$ 20,000.00		$ 20,000.00	100%	$ -
007	Installation - Foundation & Slab	$ 30,000.00	$ 30,000.00		$ 30,000.00	100%	$ -
008	Installation - Erection of Walls	$ 50,000.00	$ 50,000.00		$ 50,000.00	100%	$ -
009	Installation - Roof System	$ 30,000.00		$ 30,000.00	$ 30,000.00	100%	$ -
010	Installation - Top Out Plumbing & Electrical	$ 15,000.00		$ 11,250.00	$ 11,250.00	75%	$ 3,750.00
011	Installation - Finishes & Accessories	$ 11,536.56			$ -	0%	$ 11,536.56
					$ -		$ -
	GRAND TOTALS	**$ 279,370.78**	**$ 222,834.22**	**$ 41,250.00**	**$ 264,084.22**	**875%**	**$ 15,286.56**

Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

ROMTEC

Invoice

#INV1253

10/25/2023

Romtec Companies (541) 496-3541
18240 N. Bank Rd
Roseburg OR 97470
United States

Bill To

City of Ankeny
410 W 1st St
Ankeny IA 50023-1557
United States

Ship To

City of Ankeny
1500 Sw Des Moines St
Ankeny IA 50023
United States

TOTAL

$41,250.00

Due Date: 11/30/2023

Terms	Due Date	MFG Project	Customer PO #	Contract #
30 - Net 30	11/30/2023	City of Ankeny : 20178		

Quantity	Item	Rate	Amount
	/C : Midway Park (IA) project.		
1	**Installation** : Invoicing 100% for Roof System	$30,000.00	$30,000.00
1	**Installation** : Invoicing 75% for Top Out Plumbing & Electrical	$11,250.00	$11,250.00

Subtotal	**$41,250.00**
Discount	
Tax Total (0%)	**$0.00**
Total	**$41,250.00**

Questions call @ 541-496-4752 or email AccountsReceivable@Romtec.com
SERVICE CHARGES: 1.25% PER MONTH ON PAST DUE ACCOUNTS. 15% per Annum.
Goods returned without authorization will not be accepted for credit.
Return goods subject to restocking charge.

Retention:

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $25,211.41 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the Pay Application as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: Fire Station No. 4
Contractor: Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.
Address: 1466 28th Street, Suite 200, West Des Moines, IA 50266
Finance Budget Code: 901.1901.4210 **Finance Project Code:** 901
Vendor Project or Invoice #: 23019.00 / # 39060 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 1859

Date of Council Meeting 11/20/2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 09/25/23 through: 10/29/23

Contract Summary

Original Contract Amount:	$ 348,400.00		
Net change by Change Orders:	$ 12,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 360,900.00	
Total completed and stored to date:	$ 160,333.68		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 160,333.68	
Less previous applications for payment:		$ 135,179.20	
SUBTOTAL			$ 25,154.48
OTHER CHARGES (Please attach an itemized list)			$ 56.93
CURRENT PAYMENT DUE			$ 25,211.41
Balance to finish, including retainage:		$ 200,566.32	
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: SVPA Architects
Firm Name

Robert T. Oil
Signature 11/3/2023
Date

City of Ankeny Staff Approval
Mike Schrock
Signature 11/4/2023
Date

Submit to: *Mike Schrock, Assistant City Manager*
Email: *mschrock@ankenyiowa.gov* *Phone:* *515-965-6420* *Fax:* _____

Date Printed: 11/4/2023

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Mike Schrock
City of Ankeny
410 West First Street
Ankeny, IA 50023-0944

November 3, 2023
Project No: 23019.00
Invoice No: 0039060

Project 23019.00 Ankeny Fire Station #4
Beyond Fee: Snyder & Associates Survey Services $4,600.

Professional Services from September 25, 2023 to October 29, 2023

Phase 03 Schematic Design

Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	52,260.00	100.00	52,260.00 ✓
Design Development	69,680.00	100.00	69,680.00 ✓
Construction Documents	132,392.00	29.00	38,393.68 ✓
Bidding/Negotiation	6,968.00	0.00	0.00
Construction Administration	87,100.00	0.00	0.00
Amendment #1	12,500.00	0.00	0.00
Total Fee	360,900.00		160,333.68
		Previous Fee Billing	135,179.20
		Current Fee Billing	25,154.48
		Total Fee	**25,154.48**
		Total this Phase	**$25,154.48**

Phase 05 Construction Documents

Reimbursable Expenses

Mileage & Parking - **IMEG**	56.93	
Total Reimbursables	**56.93**	**56.93**
Total this Phase		**$56.93**
Total this Invoice		**$25,211.41**

Billings to Date

	Current	Prior	Total
Fee	25,154.48	135,179.20	160,333.68

Project	23019.00	Ankeny Fire Station #4			Invoice	0039060
Consultant		0.00	4,600.00	4,600.00		
Expense		56.93	568.70	625.63		
Unit		0.00	209.61	209.61		
Totals		**25,211.41**	**140,557.51**	**165,768.92**		

Authorized By: Robert F. Ormsby

Robert Ormsby

IMEG

m-vogl@svpa-architects.com

Invoice Total **$12,306.93**

Robert Ormsby
SVPA Architects, Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

October 16, 2023
Invoice No: 23002142.00 - 4
Project #:
PO #:
Contract #:
Work Order #:

Project 23002142.00 City of Ankeny, IA / Ankeny , IA / Ankeny Fire Station #4

Fixed Fee $122,500 Plus Expenses

Professional Services from September 18, 2023 to October 15, 2023

Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
MEPT Schematic Design	14,025.00	100.00	14,025.00	14,025.00	0.00
Structural Construction Admin.	5,800.00	0.00	0.00	0.00	0.00
Structural Schematic Design	4,350.00	100.00	4,350.00	4,350.00	0.00
MEPT Design Development	18,700.00	100.00	18,700.00	18,700.00	0.00
Structural Design Development	5,800.00	100.00	5,800.00	5,800.00	0.00
MEPT Construction Docs	37,400.00	25.00	9,350.00	0.00	9,350.00
Structural Construction Docs	11,600.00	25.00	2,900.00	0.00	2,900.00
MEPT Bidding	4,675.00	0.00	0.00	0.00	0.00
Structural Bidding	1,450.00	0.00	0.00	0.00	0.00
MEPT Construction Admin.	18,700.00	0.00	0.00	0.00	0.00
Total Fee	122,500.00		55,125.00	42,875.00	12,250.00

Total Fee **12,250.00**

Reimbursable Expenses

Travel (Mileage, Tolls, etc.)		51.75	
Total Reimbursables	**1.1 times**	**51.75**	**56.93**

Total this Invoice **$12,306.93**

Please direct any questions to accountsreceivable@imegcorp.com. If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at imegcorp.com.

Click here to Pay via credit card.

** For payments by check, please reference invoice number on remittance stub and mail to:

IMEG
623 26th Avenue
Rock Island, IL 61201

NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 29, 2023

Bob Ormsby
SVPA Architects, Inc.
1466 28th Street
Suite 200
West Des Moines, IA 50266

Invoice No: 123.0384.01 - 4

Email m-vogl@svpa-architects.com

Project **123.0384.01** **Ankeny Fire Station No. 4**

Professional Services through August 31, 2023

Basic Services
Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Survey Services	4,600.00	100.00	4,600.00	4,600.00	0.00
Final Plat	4,200.00	0.00	0.00	0.00	0.00
Preliminary Design	14,600.00	100.00	14,600.00	14,600.00	0.00
Storm Water Management Plan	3,800.00	50.00	1,900.00	1,900.00	0.00
Final Design and Const. Docs	15,200.00	25.00	3,800.00	0.00	3,800.00
Bidding Assistance	1,000.00	0.00	0.00	0.00	0.00
Total Fee	43,400.00		24,900.00	21,100.00	3,800.00

Total Lump Sum Fees **3,800.00**

Phase Subtotal **$3,800.00**

	Total	Prior	Current
Billings to Date	**24,900.00**	**21,100.00**	**3,800.00**

Additional Services

Fuel Station Alternate

Task Subtotal **0.00**

Phase Subtotal **0.00**

Construction Services

Construction Admin

Task Subtotal **0.00**

Phase Subtotal **0.00**

Direct Expense

Submittal Fees

Task Subtotal **0.00**

Phase Subtotal **0.00**

Amount Due this Invoice **$3,800.00**

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

	Total	Prior	Current
Billings to Date	**24,900.00**	**21,100.00**	**3,800.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Eric Cannon

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 31, 2023

Bob Ormsby
SVPA Architects, Inc.
1466 28th Street
Suite 200
West Des Moines, IA 50266

Invoice No: 123.0384.01 - 5

Email m-vogl@svpa-architects.com

Project **123.0384.01** **Ankeny Fire Station No. 4**

Professional Services through September 30, 2023

Basic Services
Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Survey Services	4,600.00	100.00	4,600.00	4,600.00	0.00
Final Plat	4,200.00	0.00	0.00	0.00	0.00
Preliminary Design	14,600.00	100.00	14,600.00	14,600.00	0.00
Storm Water Management Plan	3,800.00	75.00	2,850.00	1,900.00	950.00
Final Design and Const. Docs	15,200.00	50.00	7,600.00	3,800.00	3,800.00
Bidding Assistance	1,000.00	0.00	0.00	0.00	0.00
Total Fee	43,400.00		29,650.00	24,900.00	4,750.00

Total Lump Sum Fees **4,750.00**

Phase Subtotal **$4,750.00**

	Total	Prior	Current
Billings to Date	**29,650.00**	**24,900.00**	**4,750.00**

Additional Services

Fuel Station Alternate

Task Subtotal **0.00**

Phase Subtotal **0.00**

Construction Services

Construction Admin

Task Subtotal **0.00**

Phase Subtotal **0.00**

Direct Expense

Submittal Fees

Task Subtotal **0.00**

Phase Subtotal **0.00**

Amount Due this Invoice **$4,750.00**

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

	Total	Prior	Current
Billings to Date	**29,650.00**	**24,900.00**	**4,750.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Eric Cannon

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $221,445.00 to Tanksco Inc., for construction services on the Delaware Ground Storage Reservoir Rehabilitation 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

city of Ankeny
bringing it all together

Project Title:	Delaware Ground Storage Reservoir Rehabilitation Project		
Contractor:	Tanksco Inc		
Address:	1516 Royster Rd FortWorth Tx		
Finance Budget Code:	638.3638.4450	**Finance Project #:**	638.4450
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	July 17, 2023	**Vendor Account #:**	011972

Date of Council Meeting: November 20, 2023 **Payment Application #:** 1

Payment Period: From: September 25, 2023 Through: October 27, 2023

Contract Summary:

Original Contract Amount:	$ 241,500.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 241,500.00	
Total Completed and Stored to Date:	$ 233,100.00		
Retainage: 5 % of Completed Work:	$ 11,655.00		
Total Earned Less Retainage:		$ 221,445.00	
Less Previous Applications for Payment:		$ -	
SUBTOTAL:			$ 221,445.00
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 221,445.00**
Balance to Finish, Including Retainage:		$ 20,055.00	
Contract Time Remaining (Substantial):	- Working Days		
Contract Time Remaining (Full):	- 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: Tanksco Inc
Firm Name

Signature — Date: 11/09/2023

Engineer / Consultant Approval: Dixon Engineering, Inc.
Firm Name

Signature — Date: 11/13/2023

City of Ankeny Staff Approval:

Signature — Date: 11/13/23

Submit to: Donald Clark, P.E. - Director of Municipal Utilties
E-mail: dclark@ankeny.ia.gov Phone Number: 515-963-3529

Date printed: 11/9/2023

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
	BASE BID													
2.01	Sidewall Manway	LS	1.00		1.00	$ 6,000	$ 6,000.00	1.00	$ 6,000.00		1.00	$ 6,000.00	0.00	100.00%
2.02	Overflow Pipe Discharge Modification	LS	1.00		1.00	$ 5,500	$ 5,500.00	1.00	$ 5,500.00		1.00	$ 5,500.00	0.00	100.00%
2.03	Sidewall Platform	LS	1.00		1.00	$ 8,000	$ 8,000.00	1.00	$ 8,000.00		1.00	$ 8,000.00	0.00	100.00%
2.04	Ladder Modification and Vandal Guard	LS	1.00		1.00	$ 8,200	$ 8,200.00	1.00	$ 8,200.00		1.00	$ 8,200.00	0.00	100.00%
2.05	Roof Vent	LS	1.00		1.00	$ 11,500	$ 11,500.00	1.00	$ 11,500.00		1.00	$ 11,500.00	0.00	100.00%
2.06	Roof Handrail and Painter's Railing	LS	1.00		1.00	$ 24,600	$ 24,600.00	1.00	$ 24,600.00		1.00	$ 24,600.00	0.00	100.00%
2.07	Exterior Repaint with Containment	LS	1.00		1.00	$ 141,500	$ 141,500.00	1.00	$ 141,500.00		1.00	$ 141,500.00	0.00	100.00%
2.08	Lettering and Logo	LS	1.00		1.00	$ 8,000	$ 8,000.00	1.00	$ 8,000.00		1.00	$ 8,000.00	0.00	100.00%
2.09	Cathodic Protection System	LS	1.00		1.00	$ 28,000	$ 28,000.00	0.70	$ 19,600.00		0.70	$ 19,600.00	0.30	70.00%
2.10							$ -		$ -		0.00	$ -	0.00	
	SEWERS AND DRAINS													
4.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	WATER MAINS AND APPURTENANCES													
5.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	TRAFFIC CONTROL													
8.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	DEMOLITION													
10.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	MISCELLANEOUS													
11.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	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 = $ 241,500.00 PAY PERIOD = $ 233,100.00 COMPLETED = $ 233,100.00 96.52%

Date printed: 11/9/2023

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

November 13, 2023

Mr. Don Clark, PE
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

Subject: Rehabilitation of Delaware Ground Storage Tank – Progress Payment Recommendation #1

Dear Don:

Attached is Pay Request #1 from TanksCo, Inc, in the amount of $221,455 for work completed on this project through October 27, 2023. Our inspections have verified that this work has been completed per the project specifications.

If you have any questions regarding this recommendation, please give me a call at 641-903-4193.

FOR DIXON ENGINEERING, INC.,

Tim Wilson
Project Manager

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to approve the November 20, 2023 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
NOVEMBER 20, 2023

Fund			PAYMENTS
100	General Fund	$	276,259.13
220	Fire Gift Fund		-
233	Hotel Motel Tax Fund		712.35
240	Parks Improvements		3,190.00
250	Police Gift Fund		-
260	Road Use Tax Fund		11,521.29
270	Seizure Fund		-
280	Tax Increment Financing Fund		-
284	Economic Development Fund		-
290	Police/Fire Pension Fund		1,599.00
300	Debt Service Fund		2,266,000.72
430	Library Foundation Fund		-
440	Park Dedication Trust Fund		-
445	Sports Complex Foundation Fund		-
446	Ankeny Garden Club		-
448	Miracle Park Fund		-
449	Dog Park Trust Fund		-
484	Civic Trust Fund		-
491	Ankeny Foundation Fund		-
500	Solid Waste Fund		5,456.28
510	Water Fund		756,855.77
520	Water Improvement Fund		-
530	Water Sinking Fund		284,269.41
550	Sewer Fund		598,488.24
560	Sewer Improvement Fund		-
570	Sewer Sinking Fund		-
580	Stormwater Fund		6,362.63
590	Golf Course Fund		51,553.95
600-699	Enterprise Project Funds		985,581.89
710	Revolving Fund		51,273.50
720	Risk Management Fund		48,887.50
730	Health Insurance Fund		4,175.00
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		631,481.39
	Sub Total	$	5,983,668.05
	Payroll Totals		1,418,838.26
	Service Transfers/ACH Drafts		(207,389.18)
	Agenda Payments Approved Separately		(1,586,866.38)
	Grand Total	$	5,608,250.75

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones 11/16/2023

City Manager Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011761	ALEX MILLER							
M-CHECK	ALEX MILLER	UNPOST V	11/09/2023			242213		116.26CR
011854	RUAN TRANSPORT CORPORATION							
M-CHECK	RUAN TRANSPORT CORPORATIUNPOST V		11/09/2023			243256		44,649.00CR

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS	0.00			
		VOID CREDITS	44,765.26CR	44,765.26CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	44,765.26CR	0.00	0.00
BANK: TOTALS:	2	44,765.26CR	0.00	0.00

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-PAY 16-36TH WDNG	PAY 16-36TH ST WDNG ASH/ANK BV	R	11/20/2023	944.30		245809		944.30
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-RTNG-36TH WDNG	RTNG-36TH ST WDNG ASH/ANK BV	R	11/20/2023	144,144.25		245810		144,144.25
					*** VENDOR TOTALS ***		2 CHECKS		145,088.55
008578		ACCESS TECHNOLOGIES INC							
	I-INV1464057	9/30/23-10/30/23 STATEMENT	R	11/20/2023	1,639.08		245811		
	I-INV1464256	PRINTER STAPLES - CH	R	11/20/2023	92.81		245811		1,731.89
					*** VENDOR TOTALS ***		1 CHECKS		1,731.89
000164		G & S HARDWARE INC							
	C-209339/2	CR: FUEL TRAILER PARTS	R	11/20/2023	4.99CR		245812		
	I-209347/2	FILTER/BATTERY/EPOXY-CFAC	R	11/20/2023	51.96		245812		
	I-209362/2	PUMP PARTS - MU	R	11/20/2023	7.99		245812		
	I-209369/2	GASKETS-PW	R	11/20/2023	9.99		245812		
	I-209375/2	BUILDING SUPPLIES - FD	R	11/20/2023	19.97		245812		
	I-209376/2	WALLPLATE/SWITCH-FS1	R	11/20/2023	5.97		245812		
	I-209383/2	KEYKRAFTER - PW	R	11/20/2023	71.35		245812		
	I-209388/2	KEYS MID AM BOX -PW	R	11/20/2023	17.16		245812		
	I-209392/2	KEY AUTO SECURITY-ACC	R	11/20/2023	23.94		245812		203.34
					*** VENDOR TOTALS ***		1 CHECKS		203.34
005541		ACUSHNET COMPANY							
	I-916061608	STOCK MERCH FOR RESALE - OC	R	11/20/2023	47.50		245813		
	I-916414608	STOCK MERCH FOR RESALE-OC	R	11/20/2023	45.00		245813		
	I-916415164	STOCK MERCH FOR RESALE - OC	R	11/20/2023	360.00		245813		
	I-916794520	MERCHANDISE FOR RESALE-OC	R	11/20/2023	784.32		245813		1,236.82
					*** VENDOR TOTALS ***		1 CHECKS		1,236.82
008252		D H PACE COMPANY INC							
	I-SVC/271-86979	DOOR RECEIVER INSTALL-MU	E	11/22/2023	457.28		008336		457.28
					*** VENDOR TOTALS ***		1 CHECKS		457.28
000226		AIRGAS NORTH CENTRAL INC							
	I-9143400482	OXYGEN - FD	R	11/20/2023	331.24		245814		
	I-9143400483	OXYGEN - FD	R	11/20/2023	17.00		245814		348.24
					*** VENDOR TOTALS ***		1 CHECKS		348.24
009981		ALL CITY MANAGEMENT SERVICES,							
	I-88737	10/08-10/21/23 CROSSING GUARDS	E	11/22/2023	5,766.39		008342		
	I-89085	10/22-11/04/23 CROSSING GUARDS	E	11/22/2023	5,766.39		008342		11,532.78
					*** VENDOR TOTALS ***		1 CHECKS		11,532.78

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009679		ALL STAR CONCRETE LLC							
	I-PAY 3-ORLBR/CRKVW	PAY 3-ORLBR/CONVNCE/CRKVW SGNL	R	11/20/2023	64,645.17		245815		64,645.17
					*** VENDOR TOTALS ***		1 CHECKS		64,645.17
011953		KERRI RUTH ALLEMAN							
	I-10/17/2023 CLASS	10/17/23 CRAFT CLASS	E	11/22/2023	215.00		008367		215.00
					*** VENDOR TOTALS ***		1 CHECKS		215.00
006994		ALLIANCE CONSTRUCTION GROUP LL							
	I-PAY 6-23PCCRECON	PAY 6-23 PCC RECON-CRKVW DR	R	11/20/2023	11,349.85		245816		11,349.85
006994		ALLIANCE CONSTRUCTION GROUP LL							
	I-RTNG-23PCCRECON	RTNG-23 PCC RECON-CRKVW DR	R	11/20/2023	25,183.53		245817		25,183.53
					*** VENDOR TOTALS ***		2 CHECKS		36,533.38
009262		AMAZON CAPITAL SERVICES INC							
	C-1CW3-WJH4-XTY6	CR: PUZZLES -KL	E	11/22/2023	13.98CR		008339		
	C-1DVN-G9QC-DF3Q	CR: MULTIMEDIA -KL	E	11/22/2023	1.99CR		008339		
	C-1MH9-3FTR-17XL	CR: MULTIMEDIA -KL	E	11/22/2023	2.00CR		008339		
	C-1PHM-QDFK-X19Q	CR: PUZZLES - KL	E	11/22/2023	48.93CR		008339		
	I-11PJ-MJCM-7Y6W	SNACKS FOR PROGRAMS-KL	E	11/22/2023	42.23		008339		
	I-13JV-CQQQ-13W1	MULTIMEDIA -KL	E	11/22/2023	44.92		008339		
	I-13LK-QRMD-1RRF	BABY CHANGING STATION-KL	E	11/22/2023	396.00		008339		
	I-13XC-XTQF-4416	MISC MULTIMEDIA-KL	E	11/22/2023	16.99		008339		
	I-14WX-R1TL-4V4F	BUILDING SUPPLIES - FD	E	11/22/2023	32.24		008339		
	I-16ML-JFFT-4H1V	MULTIMEDIA- KL	E	11/22/2023	63.34		008339		
	I-1CD3-X7HM-1D3D	MISC BOOKS - KL	E	11/22/2023	16.99		008339		
	I-1CNP-9HNW-FGF4	MISC MULTIMEDIA-KL	E	11/22/2023	178.68		008339		
	I-1CRW-F43G-JWDR	MISC BOOKS - KL	E	11/22/2023	89.62		008339		
	I-1FRV-QDWW-G1TK	MULTIMEDIA - KL	E	11/22/2023	35.92		008339		
	I-1GL1-KVR4-3CQ9	FABRIC PAINT - KL	E	11/22/2023	35.49		008339		
	I-1HDN-6X94-1GTQ	MULTIMEDIA -KL	E	11/22/2023	24.98		008339		
	I-1HKR-RJ1F-4G6P	OFFICE SUPPLIES - PD	E	11/22/2023	45.00		008339		
	I-1HWK-4JYH-4XCQ	FENCING SUPPLIES - PRSC	E	11/22/2023	397.45		008339		
	I-1JGY-MKFM-19C7	SNACKS FOR PROGRAMS -KL	E	11/22/2023	10.96		008339		
	I-1JPN-RQK3-1NGV	OFFICE SUPPLIES - PSB	E	11/22/2023	51.79		008339		
	I-1JYJ-VKLK-HJFF	TONER/PRINTER- P&R	E	11/22/2023	149.98		008339		
	I-1KNC-6CMN-LPT9	MULTIMEDIA - KL	E	11/22/2023	55.94		008339		
	I-1KQM-J6YG-4WX7	RECREATION SUPPLIES - PARKS	E	11/22/2023	132.93		008339		
	I-1MKT-LNPP-7LQJ	INDOOR TABLE TENNIS - ACC	E	11/22/2023	497.54		008339		
	I-1N7R-MXJK-KWJX	MAYOR'S TREE LIGHTING SUPPLIES	E	11/22/2023	161.49		008339		
	I-1NPN-QWWM-1R3V	KEYPAD/BOTTLES/MISC-KL	E	11/22/2023	127.11		008339		
	I-1NPN-QWWM-HQK4	TWEEZERS/MISC - KL	E	11/22/2023	6.99		008339		
	I-1PVF-66MT-1NYF	CRAFTS FOR CLASSES-ACC	E	11/22/2023	140.01		008339		
	I-1QTY-3HQR-1V9R	MULTIMEDIA -KL	E	11/22/2023	13.98		008339		
	I-1V9Q-KTN4-1Y9J	MULTIMEDIA - KL	E	11/22/2023	45.30		008339		
	I-1V9Q-KTN4-MRV7	PROGRAM SUPPLIES - ACC	E	11/22/2023	110.31		008339		
	I-1VJ9-MYKJ-HPMP	POMPOMS/CRAYONS/MISC-KL	E	11/22/2023	66.37		008339		

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	I-1WDP-YG6V-6DTD	MISC BOOKS - KL	E	11/22/2023	32.98		008339		
	I-1XHP-1HPT-43V4	MULTIMEDIA -KL	E	11/22/2023	13.98		008339		
	I-1YGT-1HF7-3W46	MISC BOOKS - KL	E	11/22/2023	11.01		008339		
	I-1YV6-HRDQ-G6FT	DRY ERASE BOARDS/HDMI ADPTR-KL	E	11/22/2023	379.39		008339		3,361.01
				*** VENDOR TOTALS ***			1 CHECKS		3,361.01
002676		ANIMAL RESCUE LEAGUE							
	I-INV0111	OCTOBER 2023 SERVICES	E	11/22/2023	1,875.00		008316		1,875.00
				*** VENDOR TOTALS ***			1 CHECKS		1,875.00
008727		ANKENY ART CENTER							
	I-11/13/2023CANVAS	11/13/23 CANVAS PAINTING CLASS	R	11/20/2023	379.20		245818		379.20
				*** VENDOR TOTALS ***			1 CHECKS		379.20
000043		ANKENY COMMUNITY SCHOOLS							
	I-FY24 #5 NOV GYM	NOV 2023 GYM USE PAYMENT	R	11/20/2023	5,700.00		245819		5,700.00
				*** VENDOR TOTALS ***			1 CHECKS		5,700.00
003319		MIDWEST SOLID WASTE							
	I-1601621	10/2023 LEAF COLLECTION DAYS	R	11/20/2023	3,460.06		245820		
	I-1601622	10/2023 LEAF COLLECTION DAYS	R	11/20/2023	1,996.22		245820		5,456.28
				*** VENDOR TOTALS ***			1 CHECKS		5,456.28
004201		TSJM TOWING SERVICE LLC							
	I-23-56910	TOW/HOOK FEE - PD	R	11/20/2023	75.00		245821		
	I-23-57064	TOWING SERVICES - PD	R	11/20/2023	100.00		245821		175.00
				*** VENDOR TOTALS ***			1 CHECKS		175.00
009326		RYAN ARENDSE							
	I-10/26/2023	10/26/23 MEAL REIMBURSEMENT	E	11/22/2023	9.41		008361		9.41
				*** VENDOR TOTALS ***			1 CHECKS		9.41
000057		ARNOLD MOTOR SUPPLY							
	I-15NV164557	PRIME CONV GREEN-OCM	R	11/20/2023	21.78		245822		
	I-15NV165119	STOCK PARTS - CG	R	11/20/2023	10.79		245822		
	I-15NV165290	ANTIFREEZE - OCM	R	11/20/2023	18.98		245822		51.55
				*** VENDOR TOTALS ***			1 CHECKS		51.55
002625		PHILIP L ASCHEMAN PHD							
	I-11/01/2023	PRE-EMP PSYCH EVALS - PD	R	11/20/2023	500.00		245823		500.00
				*** VENDOR TOTALS ***			1 CHECKS		500.00
008024		AUREON COMMUNICATIONS LLC							
	I-11/2023	11/01/23-11/30/23 STATEMENT	E	11/22/2023	1,550.84		008335		1,550.84
				*** VENDOR TOTALS ***			1 CHECKS		1,550.84

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011974		AUSTIN BAILEY							
	I-ANK12.23	MAYOR TREE LIGHTING ICE CRVNG	R	11/20/2023	500.00		245824		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
000067		BAKER & TAYLOR INC							
	I-2037907163	MISC BOOKS - KL	E	11/22/2023	2,101.01		008289		
	I-2037916101	MISC BOOKS -KL	E	11/22/2023	474.28		008289		
	I-2037923488	MISC BOOKS - KL	E	11/22/2023	1,618.09		008289		
	I-2037929775	MISC BOOKS - KL	E	11/22/2023	530.89		008289		4,724.27
					*** VENDOR TOTALS ***		1 CHECKS		4,724.27
006127		BATTERIES PLUS BULBS #203							
	I-P65973612	BATTERIES - PD	R	11/20/2023	239.50		245825		
	I-P66212274	BATTERIES - PD	R	11/20/2023	15.26		245825		
	I-P66814086	BATTERIES - PW	R	11/20/2023	172.08		245825		426.84
					*** VENDOR TOTALS ***		1 CHECKS		426.84
000817		BAUER BUILT INCORPORATED							
	I-270195551	VEHICLE REPAIRS - PD	R	11/20/2023	187.00		245826		187.00
					*** VENDOR TOTALS ***		1 CHECKS		187.00
005950		BLACKSTONE AUDIO INC							
	I-2124812	MULTIMEDIA/SHELFSVCS-KL	R	11/20/2023	770.20		245827		
	I-2125919	MULTIMEDIA/SHELF SVCS-KL	R	11/20/2023	149.37		245827		
	I-2126590	MULTIMEDIA/SHELF SVCS-KL	R	11/20/2023	133.33		245827		1,052.90
					*** VENDOR TOTALS ***		1 CHECKS		1,052.90
002796		ROGER BLAKESLEY							
	I-10/18/23-10/20/23	10/18-10/20/23 PARKING FEES	R	11/20/2023	12.00		245828		12.00
					*** VENDOR TOTALS ***		1 CHECKS		12.00
003947		BOB BROWN GMC INC							
	I-40714	UNIT #88 PARTS	E	11/22/2023	185.65		008320		
	I-40759	UNIT #99 PARTS	E	11/22/2023	15.77		008320		201.42
					*** VENDOR TOTALS ***		1 CHECKS		201.42
007515		EFFLUENT INC							
	I-I8681	10/2023 RENTALS -PRSC	R	11/20/2023	374.00		245829		
	I-I8684	10/2023 RENTALS- PKS	R	11/20/2023	743.00		245829		1,117.00
					*** VENDOR TOTALS ***		1 CHECKS		1,117.00
005174		BOUND TREE MEDICAL LLC							
	I-85111720	EMS SUPPLIES - FD	R	11/20/2023	2,555.45		245830		
	I-85118870	EMS SUPPLIES - FD	R	11/20/2023	1,169.67		245830		
	I-85118871	EMS SUPPLIES - FD	R	11/20/2023	627.92		245830		
	I-85129401	EMS SUPPLIES - FD	R	11/20/2023	67.57		245830		
	I-85129402	EMS SUPPLIES - FD	R	11/20/2023	994.91		245830		
	I-85129403	EMS SUPPLIES - FD	R	11/20/2023	576.97		245830		

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	I-85131192	EMS SUPPLIES - FD	R	11/20/2023	2.39		245830		
	I-85135102	EMS SUPPLIES - FD	R	11/20/2023	67.50		245830		
	I-85135103	EMS SUPPLIES - FD	R	11/20/2023	63.20		245830		
	I-85137951	EMS SUPPLIES - FD	R	11/20/2023	94.00		245830		
	I-85137952	EMS SUPPLIES - FD	R	11/20/2023	1,576.90		245830		7,796.48
					*** VENDOR TOTALS ***		1 CHECKS		7,796.48
000127		BRICK GENTRY PC							
	I-410038	10/25/2023 STATEMENT 224.008	R	11/20/2023	1,095.00		245831		
	I-410041	10/25/2023 STATEMENT 224.031	R	11/20/2023	645.00		245831		
	I-410042	10/25/2023 STATEMENT 224.022	R	11/20/2023	1,305.00		245831		
	I-410043	10/25/2023 STATEMENT 224.010	R	11/20/2023	90.00		245831		
	I-410044	10/25/2023 STATEMENT 224.003	R	11/20/2023	225.00		245831		
	I-410046	10/25/2023 STATEMENT 224.014	R	11/20/2023	210.00		245831		3,570.00
					*** VENDOR TOTALS ***		1 CHECKS		3,570.00
001757		BROWNELLS INC							
	I-2023410717507	RANGE SUPPLIES - PD	R	11/20/2023	166.26		245832		166.26
					*** VENDOR TOTALS ***		1 CHECKS		166.26
004667		SHAWN BUCKNER							
	I-10/18/23-10/20/23	10/18-10/20/23 PARKING FEES	R	11/20/2023	12.00		245833		12.00
					*** VENDOR TOTALS ***		1 CHECKS		12.00
011969		LISA CAHILL							
	I-11/04/2023 REFUND	11/04/2023 DAMAGE DEPOSIT RFND	R	11/20/2023	250.00		245834		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
010157		CALIBER CONCRETE LLC							
	I-PAY 1-ASPN RDG TRL	PAY 1-ASPEN RIDGE TRAIL	R	11/20/2023	63,656.71		245835		63,656.71
010157		CALIBER CONCRETE LLC							
	I-PAY 2-UPTOWN PKNG	PAY 2-UPTOWN PARKING IMP	R	11/20/2023	9,937.43		245836		9,937.43
010157		CALIBER CONCRETE LLC							
	I-RTNG-UPTOWN PKNG	FINAL-UPTOWN PARKING IMP	R	11/20/2023	8,950.71		245837		8,950.71
					*** VENDOR TOTALS ***		3 CHECKS		82,544.85
000453		CARQUEST AUTO PARTS							
	C-2330-809488	CR: FUEL FILTER - CG	R	11/20/2023	66.12CR		245838		
	C-2330-810561	CR: UNIT #715 PARTS	R	11/20/2023	40.00CR		245838		
	I-2330-809832	STOCK PARTS - CG	R	11/20/2023	71.74		245838		
	I-2330-810245	UNIT #255 PARTS	R	11/20/2023	44.35		245838		
	I-2330-810313	FILTER - FS#3 GENERATOR	R	11/20/2023	56.69		245838		
	I-2330-810389	UNIT #715 PARTS	R	11/20/2023	123.24		245838		
	I-2330-811097	UNIT #99 PARTS	R	11/20/2023	180.87		245838		
	I-2330-811181	SHOP SUPPLIES - CG	R	11/20/2023	6.34		245838		
	I-2330-811340	FUEL STATION FILTERS	R	11/20/2023	47.22		245838		424.33
					*** VENDOR TOTALS ***		1 CHECKS		424.33

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004613		CENTRAL IOWA DISTRIBUTING							
	I-01001538	BLACK BAG - OCM	E	11/22/2023	362.00		008322		
	I-01002965	JANITORIAL SUPPLIES - PKS	E	11/22/2023	831.00		008322		1,193.00
					*** VENDOR TOTALS ***		1 CHECKS		1,193.00
011409		CENTRAL MCGOWAN INC							
	I-0000271600	BEVERAGES FOR RESALE-OC	E	11/22/2023	30.00		008345		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
011576		CINTAS CORPORATION							
	I-4162016868	BANQUET SUPPLY RENTALS-OC	R	11/20/2023	246.89		245839		
	I-4169075528	BANQUET SUPPLY RENTALS-OC	R	11/20/2023	204.15		245839		
	I-4173331365	BANQUET SUPPLY RENTALS-OC	R	11/20/2023	86.39		245839		537.43
					*** VENDOR TOTALS ***		1 CHECKS		537.43
002726		CITY OF DES MOINES TREASURY							
	I-133013	FY24 #6 WRA MONTHLY ALLOCATION	R	11/20/2023	563,129.90		245840		563,129.90
					*** VENDOR TOTALS ***		1 CHECKS		563,129.90
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-42814 #6	PAY 6-OC TRNK SWR EXT-PH4	E	11/22/2023	2,216.00		008314		2,216.00
					*** VENDOR TOTALS ***		1 CHECKS		2,216.00
003547		THE CONCRETE CONTRACTING							
	I-2269	2023 CIP STORM SEWER	R	11/20/2023	9,395.00		245841		9,395.00
					*** VENDOR TOTALS ***		1 CHECKS		9,395.00
002559		CONSUMERS ENERGY							
	I-10/02/23-11/01/23	11/09/2023 STATEMENT	E	11/22/2023	2,684.29		008315		2,684.29
					*** VENDOR TOTALS ***		1 CHECKS		2,684.29
008706		COURAGE LEAGUE SPORTS							
	I-FALL2023 SCR/FB	FALL 2023 SOCCER/FLAG FOOTBALL	R	11/20/2023	146.00		245842		146.00
					*** VENDOR TOTALS ***		1 CHECKS		146.00
009110		PAIRADOCS P C							
	I-415218	11/06/23 HEARTWORM-CHARLIE	R	11/20/2023	201.14		245843		201.14
					*** VENDOR TOTALS ***		1 CHECKS		201.14
001654		CUMMINS, INC							
	I-J4-42643	UNIT #122 REPAIRS	E	11/22/2023	12,995.51		008306		12,995.51
					*** VENDOR TOTALS ***		1 CHECKS		12,995.51

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000146		CENTURY HOMES CO							
	I-72926IN	FUNGICIDE-OCM	R	11/20/2023	2,350.00		245844		
	I-72927IN	LEB PROSCAPE/MESA-OCM	R	11/20/2023	28.50		245844		
	I-73421IN	FERTILIZER-PRSC	R	11/20/2023	5,600.00		245844		7,978.50
					*** VENDOR TOTALS ***		1 CHECKS		7,978.50
001003		ED DANIELS							
	I-113838	FILTERS- PK MNT	E	11/22/2023	53.82		008305		
	I-113904	FILTERS - FS#1	E	11/22/2023	212.13		008305		
	I-113905	FILTERS -FS #2	E	11/22/2023	66.92		008305		
	I-113906	FILTERS - FS #3	E	11/22/2023	61.70		008305		
	I-113907	FILTERS - OC	E	11/22/2023	352.69		008305		
	I-113908	FILTERS - P&R	E	11/22/2023	26.40		008305		
	I-113909	FILTERS - PW	E	11/22/2023	16.73		008305		
	I-113910	FILTERS - PSB	E	11/22/2023	116.32		008305		
	I-113911	FILTERS - CH	E	11/22/2023	139.84		008305		1,046.55
					*** VENDOR TOTALS ***		1 CHECKS		1,046.55
008858		DAVE'S FIREWOOD AND DISTRIBUTI							
	I-335702	EROSION REPAIR	R	11/20/2023	4,793.20		245845		4,793.20
					*** VENDOR TOTALS ***		1 CHECKS		4,793.20
000758		DES MOINES IRON & SUPPLY CO							
	I-1904680871	SHEET 16 GAGE HR-OCM	R	11/20/2023	39.70		245846		39.70
					*** VENDOR TOTALS ***		1 CHECKS		39.70
000160		DES MOINES WATER WORKS							
	I-000186 10/30/23	10/30/23 STATEMENT	R	11/20/2023	1,710.00		245847		
	I-005039 10/30/23	10/30/23 STATEMENT	R	11/20/2023	15,580.52		245847		
	I-005040 10/30/23	10/30/23 STATEMENT	R	11/20/2023	166,218.68		245847		
	I-084542 10/30/23	10/30/23 STATEMENT	R	11/20/2023	75.00		245847		
	I-084793 10/30/23	10/30/23 STATEMENT	R	11/20/2023	143,813.09		245847		
	I-099890 10/30/23	10/30/23 STATEMENT	R	11/20/2023	170,368.24		245847		
	I-101656 10/30/23	10/30/23 STATEMENT	R	11/20/2023	141,728.07		245847		639,493.60
					*** VENDOR TOTALS ***		1 CHECKS		639,493.60
000161		DEWEY FORD INC							
	C-CM613258 FOW	CR: UNIT #116 PARTS	R	11/20/2023	27.54CR		245848		
	I-613060 FOW	UNIT #317 PARTS	R	11/20/2023	12.87		245848		
	I-613623 FOW	UNIT #231 PARTS	R	11/20/2023	236.93		245848		222.26
					*** VENDOR TOTALS ***		1 CHECKS		222.26
007438		E & B FIRE AND SAFETY INC							
	I-45569	PPE - FD	R	11/20/2023	14,000.00		245849		14,000.00
					*** VENDOR TOTALS ***		1 CHECKS		14,000.00

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011431		DINNER DELIGHTS							
	I-11/05/2023CLASS	11/05/2023 FREEZER MEAL CLASS	R	11/20/2023	762.00		245850		762.00
					*** VENDOR TOTALS ***		1 CHECKS		762.00
002143		DOORS INC							
	I-340494	DEADBOLT REPAIRS - PRSC	E	11/22/2023	300.00		008311		
	I-340530	KEYS - P&R	E	11/22/2023	154.00		008311		454.00
					*** VENDOR TOTALS ***		1 CHECKS		454.00
000759		JAY EASON							
	I-09/27/23-11/07/23	9/27-11/7/23 MILEAGE	E	11/22/2023	47.88		008302		47.88
					*** VENDOR TOTALS ***		1 CHECKS		47.88
000628		EIDE BAILLY LLP							
	I-EI01586087	INTERIM AUDIT FY23	E	11/22/2023	19,000.00		008300		
	I-EI01590747	HOTLINE SUBMISSION REPORT	E	11/22/2023	75.00		008300		19,075.00
					*** VENDOR TOTALS ***		1 CHECKS		19,075.00
008988		ELITE GLASS & METAL LLC							
	I-SM-20564	SR CENTER WINDOW CAULKING	R	11/20/2023	1,560.00		245851		
	I-SM-20772	DOOR REPAIRS - KL	R	11/20/2023	195.00		245851		
	I-SM20145A	FY24 STA 1 GLASS REPAIR	R	11/20/2023	12,290.00		245851		14,045.00
					*** VENDOR TOTALS ***		1 CHECKS		14,045.00
011454		ENCORE DANCE ACADEMY							
	I-11/23-12/23CLASSES	11/23-12/23 DANCE CLASSES	E	11/22/2023	2,772.00		008346		2,772.00
					*** VENDOR TOTALS ***		1 CHECKS		2,772.00
005478		EXCEL MECHANICAL COMPANY INC							
	I-167274	WATER HEATER REPAIRS-OC	E	11/22/2023	9,860.00		008325		9,860.00
					*** VENDOR TOTALS ***		1 CHECKS		9,860.00
007648		DAIOHS USA INC							
	I-246952-00	FLOOR STRIPPER-LAKESIDE	E	11/22/2023	641.66		008333		
	I-246960-00	WAXING SPIGOTS- PKS	E	11/22/2023	8.94		008333		
	I-8443	COFFEE SERVICES - PW	E	11/22/2023	53.58		008333		704.18
					*** VENDOR TOTALS ***		1 CHECKS		704.18
010286		AT&T MOBILITY II LLC							
	I-10272023 FD	09/20/23-10/19/23 STATEMENT-FD	R	11/20/2023	843.65		245852		843.65
010286		AT&T MOBILITY II LLC							
	I-10272023 PD	09/20/23-10/19/23 STATEMENT-PD	R	11/20/2023	1,555.37		245853		1,555.37
					*** VENDOR TOTALS ***		2 CHECKS		2,399.02

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002078		FOTH & VAN DYKE LLC							
	I-86933 #19	PAY 19-N 4MILE CRK TRNK SWR	E	11/22/2023	8,828.03		008310		
	I-86934 #8	PAY 8-NW STATE ST EXT	E	11/22/2023	54,071.50		008310		
	I-86935 #2	PAY 2-N 4MILE CRK TRNK SWR-P2	E	11/22/2023	8,742.50		008310		71,642.03
				*** VENDOR TOTALS ***			1 CHECKS		71,642.03
003901		JUSTIN ROBERT FRISK							
	I-10/18/23-10/20/23	10/18-10/20/23 PARKING FEES	E	11/22/2023	12.00		008358		12.00
				*** VENDOR TOTALS ***			1 CHECKS		12.00
000211		GALE							
	I-82901998	10/2023 LG PRINT DIST 5 PLAN	E	11/22/2023	66.74		008290		
	I-82951374	NOVEMBER TOP SHELF 8 PLAN-KL	E	11/22/2023	306.64		008290		
	I-82951512	NOVEMBER HIGH OCTANE 8 PLAN	E	11/22/2023	217.42		008290		
	I-82956049	NOV DYNAMIC DRAMA 5 PLAN-KL	E	11/22/2023	112.46		008290		
	I-82961994	NOV BIOGRAPHY 2 PLAN -KL	E	11/22/2023	51.73		008290		
	I-82962045	NOVEMBER CHRISTIAN ROMANCE	E	11/22/2023	124.45		008290		879.44
				*** VENDOR TOTALS ***			1 CHECKS		879.44
003712		GALLS, LLC							
	C-025923422	CR: UNIFORMS - PD	R	11/20/2023	229.77CR		245854		
	I-025902198	UNIFORMS - PD	R	11/20/2023	153.98		245854		
	I-025959489	UNIFORMS - FD	R	11/20/2023	51.94		245854		
	I-025960038	UNIFORMS - FD	R	11/20/2023	53.95		245854		
	I-025970029	UNIFORMS - PD	R	11/20/2023	25.99		245854		
	I-025981855	UNIFORMS - FD	R	11/20/2023	342.74		245854		
	I-026006537	UNIFORMS - PD	R	11/20/2023	22.80		245854		
	I-026007939	UNIFORMS - PD	R	11/20/2023	22.80		245854		
	I-026072090	UNIFORMS - PD	R	11/20/2023	163.26		245854		607.69
				*** VENDOR TOTALS ***			1 CHECKS		607.69
008445		WHITNEY R GARCIA							
	I-9/13-10/31/23 MILE	9/13-10/31/23 MILEAGE	E	11/22/2023	40.61		008360		40.61
				*** VENDOR TOTALS ***			1 CHECKS		40.61
001775		GENERAL FIRE AND SAFETY							
	I-6686	FIRST AID SUPPLIES - PSB	E	11/22/2023	40.00		008307		40.00
				*** VENDOR TOTALS ***			1 CHECKS		40.00
009054		GPS INDUSTRIES LLC							
	I-CON015141	9/1/23-9/30/23 VISAGE RNTL-OC	R	11/20/2023	2,189.00		245855		2,189.00
				*** VENDOR TOTALS ***			1 CHECKS		2,189.00

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000227		GRAINGER							
	I-9843134371	MAINT SUPPLIES - MU	E	11/22/2023	55.08		008291		
	I-9878072892	GOOSENECK -PRSC	E	11/22/2023	611.24		008291		
	I-9888876266	LEVER/PUSH PLATES - OEC	E	11/22/2023	68.90		008291		
	I-9889440070	BATTERIES - KL	E	11/22/2023	138.30		008291		
	I-9889670148	HAND SOAP - KL	E	11/22/2023	402.12		008291		
	I-9890269559	GAS PRESSURE WASHER-AC	E	11/22/2023	822.98		008291		
	I-9891093958	MAYOR'S TREE LIGHTING SUPPLIES	E	11/22/2023	50.86		008291		
	I-9891630825	POWER STRIP -ACC	E	11/22/2023	47.73		008291		
	I-9892632077	BALL VALVE- FD	E	11/22/2023	49.86		008291		
	I-9893105438	STREET SUPPLIES - PW	E	11/22/2023	57.40		008291		
	I-9895968528	NOZZLES - MU	E	11/22/2023	28.82		008291		
	I-9896002145	GREEN TREE PHOTO EYE- FD	E	11/22/2023	28.45		008291		
	I-9903167113	STREETS TRUCK PARTS	E	11/22/2023	63.10		008291		2,424.84
					*** VENDOR TOTALS ***		1 CHECKS		2,424.84
008737		TRAVIS GRANDGEORGE							
	I-10/09/23-10/11/23	10/9-10/11 MILEAGE/MEALS	R	11/20/2023	111.76		245856		
	I-10/26/23FUEL/MEAL	10/26/23 FUEL/MEALS-PD	R	11/20/2023	50.68		245856		162.44
					*** VENDOR TOTALS ***		1 CHECKS		162.44
011835		GRANITE EXCAVATING LLC							
	I-ANKMU 165980 #6	PAY 6-S ANK BVD TRNSMSN MN	R	11/20/2023	330,892.32		245857		330,892.32
					*** VENDOR TOTALS ***		1 CHECKS		330,892.32
004265		THE GREATER DES MOINES							
	I-202-7125	SUMMIT SPONSORSHIP	R	11/20/2023	1,000.00		245858		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00
010205		BRIAN MATHIS							
	I-204	POLYGRAPH SERVICES - PD	R	11/20/2023	350.00		245859		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00
001815		HAWKEYE TRUCK EQUIPMENT							
	I-159858	UNIT #201 PARTS	R	11/20/2023	67.97		245860		
	I-159924	UNIT #317 LIGHT BAR	R	11/20/2023	209.00		245860		276.97
					*** VENDOR TOTALS ***		1 CHECKS		276.97
003668		HAZARDOUS WASTE MANAGEMENT							
	I-16762	FUEL TANK TESTING	R	11/20/2023	1,614.00		245861		
	I-16763	GENERATOR REPAIR FUEL	R	11/20/2023	2,297.50		245861		3,911.50
					*** VENDOR TOTALS ***		1 CHECKS		3,911.50

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003550		HEIMAN FIRE EQUIPMENT INC							
	I-0925942-IN	FIRE GLOVES - FD	R	11/20/2023	320.00		245862		320.00
				*** VENDOR TOTALS ***			1 CHECKS		320.00
004386		HOUSBY HEAVY EQUIPMENT LLC							
	I-W14903	UNIT #241 REPAIRS	E	11/22/2023	126.73		008321		126.73
				*** VENDOR TOTALS ***			1 CHECKS		126.73
007544		HOWREY CONSTRUCTION INC							
	I-PAY 2-23 CRKSD PK	PAY 2-23 CREEKSIDE PARK IMP	R	11/20/2023	162,017.75		245863		162,017.75
				*** VENDOR TOTALS ***			1 CHECKS		162,017.75
005531		HR GREEN INC							
	I-168577 #8	PAY 8-IRVNDLE/18TH INTSCN IMP	E	11/22/2023	2,040.50		008326		2,040.50
				*** VENDOR TOTALS ***			1 CHECKS		2,040.50
007286		HUB INTERNATIONAL GREAT PLAINS							
	I-3391015	GASB75 ACTUARIAL VALUATION	E	11/22/2023	4,175.00		008332		4,175.00
				*** VENDOR TOTALS ***			1 CHECKS		4,175.00
000253		HY-VEE INC							
	I-529479	FIRE ACADEMY MEAL	R	11/20/2023	83.92		245864		
	I-868796	EVENT SUPPLIES - FD	R	11/20/2023	99.95		245864		183.87
				*** VENDOR TOTALS ***			1 CHECKS		183.87
009565		INFOSEND INCORPORATED							
	I-247048	INVOICE CLOUD PROGRAMMING	R	11/20/2023	125.00		245865		
	I-249626	10/2023 MAIL SERVICES	R	11/20/2023	11,665.17		245865		11,790.17
				*** VENDOR TOTALS ***			1 CHECKS		11,790.17
005511		INTERNATIONAL ASSOC OF FIRE CH							
	I-1/31/23-12/31/24	IAFC RENEWALS	R	11/20/2023	1,820.00		245866		1,820.00
				*** VENDOR TOTALS ***			1 CHECKS		1,820.00
000407		INTERSTATE ALL BATTERY CENTER							
	I-1925901007888	BATTERIES - FD	R	11/20/2023	68.60		245867		
	I-1925901007959	UNIT #828 BATTERIES -OCM	R	11/20/2023	123.90		245867		
	I-1925901008002	BATTERIES - FD	R	11/20/2023	281.38		245867		473.88
				*** VENDOR TOTALS ***			1 CHECKS		473.88
000266		INTERSTATE BATTERY SYSTEM							
	I-4015595	UNIT #723 PARTS	E	11/22/2023	437.85		008292		
	I-40216654	BATTERIES - CG	E	11/22/2023	36.00		008292		
	I-40216739	BATTERIES - CG	E	11/22/2023	145.95		008292		619.80
				*** VENDOR TOTALS ***			1 CHECKS		619.80

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002156		IOWA BEVERAGE SYSTEMS INC							
	C-W-37510094	CR: ALCOHOL FOR RESALE-OC	R	11/20/2023	30.00CR		245868		
	C-W-4924012	CR: ALCOHOL FOR RESALE -OC	R	11/20/2023	60.00CR		245868		
	I-W-4930276	ALCOHOL FOR RESALE-OC	R	11/20/2023	269.60		245868		179.60
					*** VENDOR TOTALS ***		1 CHECKS		179.60
000269		IOWA DEPT OF TRANSPORTATION							
	C-CI-0018262	CR:POST DELINEATOR GALV-PKS	R	11/20/2023	54.16CR		245869		
	I-CI-0018276	BLADE DRAG-PKS	R	11/20/2023	188.88		245869		
	I-CI-0018277	POST DELINEATOR GALV-PKS	R	11/20/2023	54.16		245869		188.88
					*** VENDOR TOTALS ***		1 CHECKS		188.88
000752		IOWA DEPTARTMENT OF NATURAL RE							
	I-#5601 FY24	FY24 ANNUAL WATER USE FEE-OC	R	11/20/2023	115.00		245870		115.00
					*** VENDOR TOTALS ***		1 CHECKS		115.00
005188		IOWA FINANCE AUTHORITY							
	I-D0569R 12/01/23	2021B WATER REVENUE BONDS-INT	D	11/15/2023	26,180.00		002362		
	I-D0654R 12/01/23	2023A WATER REVENUE BONDS-INT	D	11/15/2023	34,271.50		002362		
	I-D0659R 12/01/23	2023C WATER REVENUE BONDS-INT	D	11/15/2023	15,680.39		002362		76,131.89
					*** VENDOR TOTALS ***		1 CHECKS		76,131.89
007091		IOWA LAW ENFORCEMENT ACADEMY							
	I-325041	FIREARMS INSTR RECERT-RA, TG	R	11/20/2023	350.00		245871		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00
005407		IOWA MUNICIPALITIES WORKERS'							
	I-INV88111	INSTALLMENT 5-WC PREM 23-24	R	11/20/2023	47,005.00		245872		47,005.00
					*** VENDOR TOTALS ***		1 CHECKS		47,005.00
003226		IOWA ONE CALL							
	I-255395	9/30/2023 FTP - MU	E	11/22/2023	1,386.90		008318		
	I-255600	9/30/2023 EMAIL - TRFC	E	11/22/2023	197.10		008318		1,584.00
					*** VENDOR TOTALS ***		1 CHECKS		1,584.00
000272		IOWA PRISON INDUSTRIES							
	I-037253	SIGNS - P&R	R	11/20/2023	28.15		245873		28.15
					*** VENDOR TOTALS ***		1 CHECKS		28.15
005419		IOWA SPORTS TURF MANAGERS ASSO							
	I-01616	FY24 SPORTS TURF MGR-JOSEPHSON	R	11/20/2023	75.00		245874		
	I-01624	FY24 SPORTS TURF MGR-J.KAISER	R	11/20/2023	75.00		245874		
	I-01665	FY24 SPORTS TURF MGR-A.DERRICK	R	11/20/2023	75.00		245874		225.00
					*** VENDOR TOTALS ***		1 CHECKS		225.00

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008611		J & K CONTRACTING LLC							
	I-PAY 1-W WND ST SWR	PAY 1-WESTWINDS P9 STRM SWR EX	R	11/20/2023	119,018.94		245875		119,018.94
008611		J & K CONTRACTING LLC							
	I-PAY 4-4MCRKTRNKSWR	PAY 4-N 4MILE CRK TRUNK SWR	R	11/20/2023	257,584.49		245876		257,584.49
					*** VENDOR TOTALS ***		2 CHECKS		376,603.43
000693		KBC, INC							
	I-7149753	BLOWER PARTS-PW	E	11/22/2023	547.28		008301		547.28
					*** VENDOR TOTALS ***		1 CHECKS		547.28
000065		RENEWABLE ENERGY GROUP INC							
	I-574040	9/07/23 DIESEL DYED	E	11/22/2023	822.99		008288		
	I-574857	10/31/23 DIESEL DYED/87E10	E	11/22/2023	21,670.05		008288		
	I-574993	11/07/23 DIESEL DYED/87E10	E	11/22/2023	20,798.79		008288		43,291.83
					*** VENDOR TOTALS ***		1 CHECKS		43,291.83
011479		ADOLPH KIEFER & ASSOCIATES LLC							
	I-INV001366751	GUARD PACKS/TUBES/KITS-AC	E	11/22/2023	509.50		008348		509.50
					*** VENDOR TOTALS ***		1 CHECKS		509.50
009201		KIESLER POLICE SUPPLY INC							
	I-IN226525	FEDERAL 308 BONDED	E	11/22/2023	749.18		008338		749.18
					*** VENDOR TOTALS ***		1 CHECKS		749.18
000581		MIDWEST MOTOR SUPPLY CO INC							
	I-101597059	ANCHORS/WASHERS/NUT-PKS	E	11/22/2023	110.08		008299		110.08
					*** VENDOR TOTALS ***		1 CHECKS		110.08
008587		KINZLER CONSTRUCTION SERVICES							
	I-2320420.0001	DOOR INSPECTION/REPAIR - PW	R	11/20/2023	101.50		245877		101.50
					*** VENDOR TOTALS ***		1 CHECKS		101.50
000908		KIRKHAM MICHAEL & ASSOCIATES I							
	I-94617 #12	PAY 12-WSTWNDS STM SWR EXT	E	11/22/2023	8,938.49		008303		
	I-94691 #3	PAY 3-62ND ST BOX CLVRT DSN	E	11/22/2023	15,797.50		008303		24,735.99
					*** VENDOR TOTALS ***		1 CHECKS		24,735.99
007837		DIANE KLEMME							
	I-11/08/23 MEAL	11/08/23 MEAL REIMBURSEMENT	E	11/22/2023	16.73		008359		16.73
					*** VENDOR TOTALS ***		1 CHECKS		16.73
011975		KOREAN BUDDHIST GUMGANGKYUNGDO							
	I-23112	11/13/23 LANTERN CLASS-KL	R	11/20/2023	180.00		245878		180.00
					*** VENDOR TOTALS ***		1 CHECKS		180.00

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003296		ROBERT KOVACS							
	I-10/31/23-11/02/23	10/31-11/2 TRAVEL RMBSMNTS	R	11/20/2023	1,040.09		245879		1,040.09
				*** VENDOR TOTALS ***			1 CHECKS		1,040.09
001099		KUSSMAUL ELECTRONICS COMPANY							
	I-238513	UNIT #123 PARTS	R	11/20/2023	759.75		245880		759.75
				*** VENDOR TOTALS ***			1 CHECKS		759.75
002368		LAWSON PRODUCTS INC							
	I-9311057148	SHOP PARTS - CG	E	11/22/2023	7.56		008313		7.56
				*** VENDOR TOTALS ***			1 CHECKS		7.56
011568		LEXISNEXIS RISK SOLUTIONS FL I							
	I-6967963-20231031	AVCC SBSRT 10/1/23-10/31/23	E	11/22/2023	515.00		008351		515.00
				*** VENDOR TOTALS ***			1 CHECKS		515.00
000402		LINDE GAS & EQUIPMENT							
	I-39227219	WELDING RENTAL - PKS	R	11/20/2023	41.50		245881		41.50
				*** VENDOR TOTALS ***			1 CHECKS		41.50
011948		JAMIE GALE							
	I-11/07/2023 CLASS	11/7/23 CLASS -KL	E	11/22/2023	85.00		008366		85.00
				*** VENDOR TOTALS ***			1 CHECKS		85.00
000285		LUBE-TECH & PARTNERS LLC							
	I-3338352	LUBRICANTS - CG	E	11/22/2023	5,282.44		008294		5,282.44
				*** VENDOR TOTALS ***			1 CHECKS		5,282.44
002207		MANATTS INC							
	I-5118563	10/25/23 SUD 20ASH 3AGG	E	11/22/2023	1,396.50		008312		
	I-5118678	10/24/23 C4-WR-C20-PKS	E	11/22/2023	312.00		008312		
	I-5118923	HAWKEYE CONCRETE PAD PT 1	E	11/22/2023	3,190.00		008312		4,898.50
				*** VENDOR TOTALS ***			1 CHECKS		4,898.50
010439		JOSEPH MCCURDY							
	I-08/01/22-09/01/23	8/1-9/1/23 TRAINING SUPPLIES	E	11/22/2023	515.00		008362		515.00
				*** VENDOR TOTALS ***			1 CHECKS		515.00
001864		MEDIX OCCUPATIONAL HEALTH SERV							
	I-27185	OCT 2023 SERVICES	E	11/22/2023	1,002.00		008308		1,002.00
				*** VENDOR TOTALS ***			1 CHECKS		1,002.00
011939		COLLIN MELODY							
	I-10/27/2023	LENSES RMBRSMNT-SCBA MASK	E	11/22/2023	75.94		008365		75.94
				*** VENDOR TOTALS ***			1 CHECKS		75.94

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004747		MENARDS							
	C-93361	CR: BUILDING SUPPLIES - FD	R	11/20/2023	4.18CR		245882		
	C-93362	CR: BUILDING SUPPLIES - FD	R	11/20/2023	2.59CR		245882		
	I-93715	SHOP SUPPLIES - CG	R	11/20/2023	12.22		245882		
	I-93787	PAINT - CD	R	11/20/2023	159.96		245882		
	I-93997	PUMP MAINT SUPPLIES - MU	R	11/20/2023	49.98		245882		
	I-94006	MARINE/SEAFOAM/EXTD LIFE-PRSC	R	11/20/2023	78.78		245882		
	I-94021	KEEPER/EDGER/FLOAT-PKS	R	11/20/2023	38.66		245882		
	I-94022 10/24/23	DRILL BITS - MU	R	11/20/2023	4.98		245882		
	I-94066	CARTRIDGES /CAPS-PD	R	11/20/2023	140.91		245882		
	I-94149	CABLE TIES - PD	R	11/20/2023	23.97		245882		
	I-94152	SNAP/BARD/HOOK/ROPE/TMR-PD	R	11/20/2023	81.15		245882		
	I-94153	LED BULBS -PKS	R	11/20/2023	20.98		245882		
	I-94192	TOGGLES-AC	R	11/20/2023	8.28		245882		
	I-94366	ACRYLIC SHEET - OCM	R	11/20/2023	147.99		245882		
	I-94415	RTD SHTG - OCM	R	11/20/2023	18.98		245882		
	I-94423	BUILDING/SEWER SUPPLIES - MU	R	11/20/2023	269.01		245882		
	I-94433	BUILDING SUPPLIES - FD	R	11/20/2023	22.02		245882		
	I-94535	PUMP MAINT SUPPLIES - MU	R	11/20/2023	187.97		245882		
	I-94539	SEWER MAINT SUPPLIES - MU	R	11/20/2023	179.19		245882		
	I-94545	BOLTS/NUTS/PAINT/VULKEM-OCM	R	11/20/2023	66.70		245882		1,504.96
					*** VENDOR TOTALS ***		1 CHECKS		1,504.96
007664		MERCY NORTH PHARMACY							
	I-11/03/2023	EMS PHARMACY - FD	R	11/20/2023	1,360.71		245883		
	I-9/29/2023	EMS PHARMACY - FD	R	11/20/2023	33.17		245883		1,393.88
					*** VENDOR TOTALS ***		1 CHECKS		1,393.88
000271		MIDAMERICAN ENERGY COMPANY							
	I-545805093	10/30/23 STATEMENT	E	11/22/2023	43.97		008293		
	I-545815103	10/30/23 STATEMENT	E	11/22/2023	28.60		008293		
	I-545996538	11/02/23 STATEMENT	E	11/22/2023	51.60		008293		124.17
					*** VENDOR TOTALS ***		1 CHECKS		124.17
008616		MIDAMERICAN ENERGY COMPANY							
	I-WMIS #2913748	RELOCATION OF STREETLIGHT	R	11/20/2023	1,535.14		245884		1,535.14
					*** VENDOR TOTALS ***		1 CHECKS		1,535.14
1		BAKARI, RASHEED							
	I-000202311150611	US REFUND	R	11/20/2023	57.15		245772		57.15
1		BOLIO, TAYLOR							
	I-000202311150579	US REFUND	R	11/20/2023	64.19		245773		64.19

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BUTTERMORE, GABE							
I-000202311150597	US REFUND	R	11/20/2023	100.00		245774		100.00
1	CASPER, TREYTON							
I-000202311150583	US REFUND	R	11/20/2023	64.31		245775		64.31
1	CHIHAK, EMILY							
I-000202311150576	US REFUND	R	11/20/2023	63.04		245776		63.04
1	COOK, GRETCHEN							
I-000202311150598	US REFUND	R	11/20/2023	65.09		245777		65.09
1	DYAR, AARON							
I-000202311150578	US REFUND	R	11/20/2023	27.84		245778		27.84
1	ELIASON, JOHN & KATI							
I-000202311150604	US REFUND	R	11/20/2023	100.00		245779		100.00
1	FOELS, COLE							
I-000202311150599	US REFUND	R	11/20/2023	42.89		245780		42.89
1	FOLEY, TINA							
I-000202311150596	US REFUND	R	11/20/2023	100.00		245781		100.00
1	GAFFNEY, HANNAH							
I-000202311150581	US REFUND	R	11/20/2023	97.93		245782		97.93
1	GREENWOOD, DEVIN							
I-000202311150592	US REFUND	R	11/20/2023	45.26		245783		45.26
1	HANSEN, JAY							
I-000202311150609	US REFUND	R	11/20/2023	39.39		245784		39.39
1	HEIFNER, PAMELA & TO							
I-000202311150600	US REFUND	R	11/20/2023	5.01		245785		5.01
1	HERITAGE, EDSON							
I-000202311150601	US REFUND	R	11/20/2023	40.72		245786		40.72
1	HOUGHTALING, RICHARD							
I-000202311150585	US REFUND	R	11/20/2023	59.57		245787		59.57
1	JOHNSON, WESLEY							
I-000202311150594	US REFUND	R	11/20/2023	94.72		245788		94.72

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1	KAPAYOU, ERIC							
I-000202311150590	US REFUND	R	11/20/2023	61.13		245789		61.13
1	LUTYENS, DARRIN							
I-000202311150587	US REFUND	R	11/20/2023	20.37		245790		20.37
1	MALAVONG, JESSE							
I-000202311150591	US REFUND	R	11/20/2023	100.00		245791		100.00
1	MCGHEE, MICHAEL							
I-000202311150603	US REFUND	R	11/20/2023	56.59		245792		56.59
1	MOGENI, WALTER							
I-000202311150608	US REFUND	R	11/20/2023	88.11		245793		88.11
1	OVERMYER, JACOB							
I-000202311150577	US REFUND	R	11/20/2023	27.37		245794		27.37
1	PACHA, OLIVIA							
I-000202311150610	US REFUND	R	11/20/2023	84.13		245795		84.13
1	ROLLINS, CARMELA							
I-000202311150612	US REFUND	R	11/20/2023	38.07		245796		38.07
1	SALADINO, SARAH							
I-000202311150586	US REFUND	R	11/20/2023	55.65		245797		55.65
1	SCHEID, MICHAEL C							
I-000202311150607	US REFUND	R	11/20/2023	32.78		245798		32.78
1	SCHROEDER, BRIAN							
I-000202311150602	US REFUND	R	11/20/2023	56.59		245799		56.59
1	SMITH, TERESA							
I-000202311150589	US REFUND	R	11/20/2023	11.66		245800		11.66
1	THURM, ZACHARY							
I-000202311150588	US REFUND	R	11/20/2023	47.45		245801		47.45
1	VASUDEVAN, DILEEP							
I-000202311150584	US REFUND	R	11/20/2023	100.00		245802		100.00
1	VOIGT, MIKAYLA							
I-000202311150582	US REFUND	R	11/20/2023	97.36		245803		97.36

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1		WENZEL, KARA							
	I-000202311150595	US REFUND	R	11/20/2023	49.22		245804		49.22
1		WHITLATCH, MASON							
	I-000202311150593	US REFUND	R	11/20/2023	54.51		245805		54.51
1		YARGES, BREANNA							
	I-000202311150605	US REFUND	R	11/20/2023	43.09		245806		43.09
1		ZEA, STEVEN							
	I-000202311150606	US REFUND	R	11/20/2023	55.27		245807		55.27
1		ZYLSTRA, PAUL							
	I-000202311150580	US REFUND	R	11/20/2023	60.16		245808		60.16
					*** VENDOR TOTALS ***		37 CHECKS		2,206.62
011829		MARY MITCHELL							
	I-08/01/22-09/01/23	8/1-9/1/23 TRAINING SUPPLIES	E	11/22/2023	1,189.52		008363		1,189.52
					*** VENDOR TOTALS ***		1 CHECKS		1,189.52
011812		PAUL & KELLEY MOLITOR							
	I-14148	STORM EROSION REPAIRS	E	11/22/2023	9,504.50		008353		
	I-14149	STORM SEWER IMPROVEMENTS	E	11/22/2023	3,200.00		008353		12,704.50
					*** VENDOR TOTALS ***		1 CHECKS		12,704.50
003393		MONAHAN PHOTOGRAPHIC ARTIST LC							
	I-07-8643CM	PHOTOGRAPHY SVCS	R	11/20/2023	675.00		245885		675.00
					*** VENDOR TOTALS ***		1 CHECKS		675.00
006756		MTI DISTRIBUTING INC							
	I-1396390-00	72" ZERO TURN MOWER-PRSC	R	11/20/2023	36,759.84		245886		
	I-1410069-00	UNIT #877 BELT	R	11/20/2023	25.99		245886		36,785.83
					*** VENDOR TOTALS ***		1 CHECKS		36,785.83
002032		MUNICIPAL COLLECTIONS OF AMERI							
	I-62600	10/23 COLLECTION FEES	R	11/20/2023	513.57		245887		
	I-62601	10/23 COLLECTION FEES-OLD	R	11/20/2023	10.50		245887		524.07
					*** VENDOR TOTALS ***		1 CHECKS		524.07
000350		MUNICIPAL SUPPLY INC							
	I-0887901-IN	STREET SUPPLIES - PW	R	11/20/2023	1,907.34		245888		
	I-0890475-IN	QUART PIPE LUBE - OCM	R	11/20/2023	9.00		245888		
	I-0890754-IN	POLYTUBING - MU	R	11/20/2023	192.00		245888		
	I-0890984-IN	MARKING FLAGS - OCM	R	11/20/2023	39.00		245888		2,147.34
					*** VENDOR TOTALS ***		1 CHECKS		2,147.34

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009252		LAURA MYERS							
	I-23-04	POLYGRAPH EXAMS	R	11/20/2023	1,400.00		245889		1,400.00
					*** VENDOR TOTALS ***		1 CHECKS		1,400.00
006325		N B GOLF LLC							
	I-21811	CART REPAIR- OC	R	11/20/2023	110.50		245890		110.50
					*** VENDOR TOTALS ***		1 CHECKS		110.50
003057		NAPA AUTO PARTS							
	C-2986-725385	CR: UNIT #88 PARTS	R	11/20/2023	66.00CR		245891		
	C-2986-725940	CR: TUBING - CG	R	11/20/2023	153.99CR		245891		
	I-1121-155321	PAINT - FD AMBULANCE	R	11/20/2023	76.97		245891		
	I-2986-725143	UNIT #120 PARTS	R	11/20/2023	47.98		245891		
	I-2986-725233	UNIT #715 PARTS	R	11/20/2023	78.24		245891		
	I-2986-725252	UNIT #120 PARTS	R	11/20/2023	21.38		245891		
	I-2986-725279	GREASE - CG	R	11/20/2023	176.80		245891		
	I-2986-725302	UNIT #117 PARTS	R	11/20/2023	23.25		245891		
	I-2986-725434	SHOP SUPPLIES - CG	R	11/20/2023	217.40		245891		
	I-2986-725550	VEHICLE PARTS - CG	R	11/20/2023	22.41		245891		
	I-2986-725557	OIL FILTER - CG	R	11/20/2023	97.20		245891		
	I-2986-725566	UNIT #710 PARTS	R	11/20/2023	49.99		245891		
	I-2986-725625	FUEL/OIL FILTERS - CG	R	11/20/2023	66.93		245891		
	I-2986-725705	AIR/OIL FILTERS - CG	R	11/20/2023	35.15		245891		
	I-2986-725743	CLEANER - CG	R	11/20/2023	68.94		245891		
	I-2986-725796	UNIT #67 PARTS	R	11/20/2023	218.10		245891		
	I-2986-725803	FLUID FILTER - FS#3	R	11/20/2023	35.50		245891		
	I-2986-726015	UNIT #63 PARTS	R	11/20/2023	219.48		245891		
	I-2986-726045	OIL FILTER - CG	R	11/20/2023	8.24		245891		
	I-2986-726113	STOCK SUPPLIES - CG	R	11/20/2023	14.84		245891		
	I-2986-726140	SHOP SUPPLIES - CG	R	11/20/2023	12.98		245891		
	I-2986-726206	AIR FILTER - CG	R	11/20/2023	12.80		245891		
	I-2986-726281	SHOP SUPPLIES - CG	R	11/20/2023	37.98		245891		
	I-2986-726297	UNIT #238 PARTS	R	11/20/2023	21.91		245891		
	I-2986-726638	UNIT #99 PARTS	R	11/20/2023	58.49		245891		
	I-2986-726659	SERVICE JACK - CG	R	11/20/2023	274.00		245891		
	I-2986-726689	UNIT #925 PARTS	R	11/20/2023	60.64		245891		
	I-2986-726691	SHOP SUPPLIES - CG	R	11/20/2023	5.99		245891		
	I-2986-726692	SHOP SUPPLIES - CG	R	11/20/2023	4.69		245891		1,748.29
					*** VENDOR TOTALS ***		1 CHECKS		1,748.29
001177		INTERNATIONAL IDENTIFICATION I							
	I-240400	PET LICENSE TAGS	R	11/20/2023	805.04		245892		805.04
					*** VENDOR TOTALS ***		1 CHECKS		805.04

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011949		GROWMARK, INC.							
	I-34016252	9/22/23 DIESEL	R	11/20/2023	1,580.25		245893		
	I-34016263	9/29/23 UNLEADED	R	11/20/2023	1,409.73		245893		
	I-34016467	10/10/23 87 UNLD GAS OCM	R	11/20/2023	1,407.73		245893		
	I-34016468	10/10/23 DXGLD -OCM	R	11/20/2023	1,743.95		245893		
	I-34016470	10/10/23 87 UNLD GAS-PKS	R	11/20/2023	309.86		245893		
	I-34016471	10/10/23 DXGLD ULSD -PKS	R	11/20/2023	447.82		245893		
	I-34016496	10/17/23 #1 DIESEL	R	11/20/2023	866.26		245893		
	I-34016497	10/17/23 #1 DIESEL	R	11/20/2023	685.27		245893		
	I-34016498	10/17/23 DIESEL	R	11/20/2023	1,102.64		245893		9,553.51
					*** VENDOR TOTALS ***		1 CHECKS		9,553.51
011970		NEXTREQUEST, LLC							
	I-282427	NEXTREQUEST ANNUAL FEE	E	11/22/2023	6,990.00		008356		6,990.00
					*** VENDOR TOTALS ***		1 CHECKS		6,990.00
009284		JERRY'S TRANSMISSION SERVICE I							
	I-0042016	UNIT #116 PARTS	E	11/22/2023	165.60		008340		165.60
					*** VENDOR TOTALS ***		1 CHECKS		165.60
003727		ODP BUSINESS SOLUTIONS, LLC							
	I-334925864001	STAMP - FD	R	11/20/2023	22.99		245894		
	I-336507750001	PAPER - PD	R	11/20/2023	449.90		245894		
	I-336822316001	OFFICE SUPPLIES - PSB	R	11/20/2023	483.71		245894		
	I-338087295001	BUILDING SUPPLIES - PD	R	11/20/2023	90.10		245894		
	I-338345432001	OFFICE SUPPLIES - PSB	R	11/20/2023	211.22		245894		
	I-338345432002	OFFICE SUPPLIES - PSB	R	11/20/2023	10.15		245894		
	I-339391835001	OFFICE SUPPLIES - COMM	R	11/20/2023	22.99		245894		
	I-339572226001	SOAP /TAPE -KL	R	11/20/2023	123.58		245894		
	I-339600993001	OFFICE SUPPLIES - PSB	R	11/20/2023	73.90		245894		
	I-339718156001	PAPER/NOTEBOOKS - PD	R	11/20/2023	528.89		245894		2,017.43
					*** VENDOR TOTALS ***		1 CHECKS		2,017.43
011908		ORGANIZE ME! OF NY, LLC							
	I-11/06/2023 CLASS	11/06/23 WHAT STAYS AND GOES	R	11/20/2023	225.00		245895		225.00
					*** VENDOR TOTALS ***		1 CHECKS		225.00
007878		OVERDRIVE INC							
	I-06497CO23384016	MULTIMEDIA -KL	E	11/22/2023	750.86		008334		
	I-06497CO23404727	MULTIMEDIA -KL	E	11/22/2023	959.59		008334		
	I-06497CO23404739	MULTIMEDIA -KL	E	11/22/2023	184.99		008334		
	I-06497DA23389630	MULTIMEDIA -KL	E	11/22/2023	239.96		008334		2,135.40
					*** VENDOR TOTALS ***		1 CHECKS		2,135.40

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011875		SPENCER PATTERSON							
	I-10/25/2023 CDL	10/25/23 CDL LICENSE	E	11/22/2023	27.50		008364		27.50
					*** VENDOR TOTALS ***		1 CHECKS		27.50
002191		PC PRINT CENTER							
	I-102623-COL	WINDOW STICKERS - FD	R	11/20/2023	128.58		245896		128.58
					*** VENDOR TOTALS ***		1 CHECKS		128.58
002158		PERFICUT COMPANIES INC							
	I-19647	HOLIDAY LIGHTS - KL	R	11/20/2023	1,345.46		245897		1,345.46
					*** VENDOR TOTALS ***		1 CHECKS		1,345.46
006580		SIOUX CITY TRUCK SALES INC							
	I-PC112615827:01	UNIT #231 PARTS	R	11/20/2023	51.90		245898		51.90
					*** VENDOR TOTALS ***		1 CHECKS		51.90
003141		PIGOTT INC							
	I-139002	NAME PLATE - DE	R	11/20/2023	39.20		245899		39.20
					*** VENDOR TOTALS ***		1 CHECKS		39.20
000383		PITNEY BOWES GLOBAL FINANCIAL							
	I-3318235126	08/27/23-11/26/23 RENTAL-KL	R	11/20/2023	223.35		245900		223.35
					*** VENDOR TOTALS ***		1 CHECKS		223.35
000384		PITNEY BOWES INC							
	I-1024188586	LABEL ROLL THERMAL ROLL-KL	E	11/22/2023	150.99		008295		150.99
					*** VENDOR TOTALS ***		1 CHECKS		150.99
011708		PLAYAWAY PRODUCTS LLC							
	I-445026	MULTIMEDIA -KL	E	11/22/2023	80.99		008352		80.99
					*** VENDOR TOTALS ***		1 CHECKS		80.99
010385		POLICE LEGAL SCIENCES INC							
	I-12151	POLICE ONLINE TRAINING	E	11/22/2023	10,500.00		008343		10,500.00
					*** VENDOR TOTALS ***		1 CHECKS		10,500.00
004410		POLK COUNTY PUBLIC WORKS DEPAR							
	I-00102926	BURN PERMITS - PKS	R	11/20/2023	78.00		245901		78.00
					*** VENDOR TOTALS ***		1 CHECKS		78.00
009386		POMP'S TIRE SERVICE, INC							
	I-1400126210	UNIT #623 TIRES	E	11/22/2023	273.26		008341		273.26
					*** VENDOR TOTALS ***		1 CHECKS		273.26

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002713		PROTEX CENTRAL INC							
	C-11875	CR: FE INSPECTION - WATER	R	11/20/2023	10.08CR		245902		
	I-146339	FIRE EXTINGUISHER INSPECT-PW	R	11/20/2023	280.00		245902		
	I-146340	FIRE EXTINGUISHER INSPECT-PW	R	11/20/2023	168.00		245902		
	I-146341	FE INSPECTIONS - WATER	R	11/20/2023	178.08		245902		616.00
					*** VENDOR TOTALS ***		1 CHECKS		616.00
005151		JULS DESIGN INC							
	I-12197	DESIGN SERVICES - COMM	E	11/22/2023	214.86		008324		214.86
					*** VENDOR TOTALS ***		1 CHECKS		214.86
011464		RJN GROUP, INC.							
	I-39920102	CCTV INSPECTION	E	11/22/2023	7,245.00		008347		7,245.00
					*** VENDOR TOTALS ***		1 CHECKS		7,245.00
006802		ROMTEC INC							
	I-INV1253 #5	PAY 5-MIDWAY PK RSTRM CONST	E	11/22/2023	41,250.00		008331		41,250.00
					*** VENDOR TOTALS ***		1 CHECKS		41,250.00
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-Z53942	FOOD FOR RESALE - OC	E	11/22/2023	49.82		008330		
	I-Z59327	FOOD FOR RESALE-OC	E	11/22/2023	40.52		008330		90.34
					*** VENDOR TOTALS ***		1 CHECKS		90.34
004079		STRAWBERRY PATCH							
	I-94138	SPRING PICKLEBALL SHIRTS-P&R	R	11/20/2023	54.00		245903		54.00
					*** VENDOR TOTALS ***		1 CHECKS		54.00
005570		SANDRY FIRE SUPPLY LLC							
	I-INV-031162	SAFETY EQUIPMENT - FD	E	11/22/2023	169.15		008327		169.15
					*** VENDOR TOTALS ***		1 CHECKS		169.15
001103		SHRED-IT							
	I-8005206220	10/11/23 SHREDDING SVCS - PD	R	11/20/2023	65.83		245904		65.83
					*** VENDOR TOTALS ***		1 CHECKS		65.83
001923		LOCAL GOVERNMENT PROFESSIONAL							
	I-2023-IC-0468	OCTOBER 2023 SUPPLEMENT	E	11/22/2023	487.00		008309		487.00
					*** VENDOR TOTALS ***		1 CHECKS		487.00
003348		SMITH'S SEWER SERVICE INC							
	I-446526	SINK LINE CLEANING - FD	R	11/20/2023	95.00		245905		95.00
					*** VENDOR TOTALS ***		1 CHECKS		95.00

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000990		SNYDER & ASSOCIATES INC							
	I-122.0224.01-13	CHERRY GLEN BALLFIELD-P&R	E	11/22/2023	180.91		008304		180.91
					*** VENDOR TOTALS ***		1 CHECKS		180.91
004016		SPAULDING MFG INC							
	I-97231	UNIT #247 COLD PATCHER	R	11/20/2023	312.00		245906		312.00
					*** VENDOR TOTALS ***		1 CHECKS		312.00
010928		SPORTS TURF MANAGERS ASSOCIATI							
	I-13373-2023 FY24	2024 MEMBER DUES-EJ/JK/AD	E	11/22/2023	385.00		008344		385.00
					*** VENDOR TOTALS ***		1 CHECKS		385.00
000474		STATE HYGIENIC LABORATORY AR							
	I-266580	10/31/2023 TESTING	E	11/22/2023	33.00		008297		33.00
					*** VENDOR TOTALS ***		1 CHECKS		33.00
008350		STIVERS FORD							
	I-703210/1	UNIT #95 REPAIRS	R	11/20/2023	192.92		245907		
	I-704322/1	UNIT #96 REPAIRS	R	11/20/2023	207.95		245907		400.87
					*** VENDOR TOTALS ***		1 CHECKS		400.87
003339		STREICHER'S							
	I-I1663437	RADIO HEADSETS - PD	R	11/20/2023	1,892.99		245908		1,892.99
					*** VENDOR TOTALS ***		1 CHECKS		1,892.99
001859		SVPA ARCHITECTS INC.							
	I-0039038	9/25-10/29/23 OC CLUBHOUSE	R	11/20/2023	1,927.02		245909		
	I-PAY 7-FIRE STN #4	PAY 7-FIRE STATION NO 4	R	11/20/2023	25,211.41		245909		27,138.43
					*** VENDOR TOTALS ***		1 CHECKS		27,138.43
011545		SSCW FIRE & SAFETY INC.							
	I-22036	GREASE PUMPING SVCS-OC	E	11/22/2023	1,050.00		008349		1,050.00
					*** VENDOR TOTALS ***		1 CHECKS		1,050.00
000124		SYSCO IOWA INC							
	I-339299228	FOOD FOR RESALE -OC	R	11/20/2023	297.33		245910		
	I-339299230	FOOD FOR RESALE - OC	R	11/20/2023	20.87		245910		
	I-339306579	FOOD FOR RESALE - OC	R	11/20/2023	149.45		245910		467.65
					*** VENDOR TOTALS ***		1 CHECKS		467.65
010068		T-MOBILE USA INC							
	I-10/21/2023	9/21/23-10/20/23 STATEMENT	R	11/20/2023	1,031.36		245911		1,031.36
					*** VENDOR TOTALS ***		1 CHECKS		1,031.36

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011972	TANKSCO INC							
I-PAY 1-DEL STRG RES	PAY 1-DEL GRND STRG RES REHAB	E	11/22/2023	221,445.00		008357		221,445.00
				*** VENDOR TOTALS ***		1 CHECKS		221,445.00
002405	TEAMVIEWER GMBH							
I-R02608133	TEAMVIEWER CORPORATE RENE	R	11/20/2023	2,211.45		245912		2,211.45
				*** VENDOR TOTALS ***		1 CHECKS		2,211.45
011967	TERRY DREYER PAINTING							
I-2732	LAP POOL PAINTING-CFAC	E	11/22/2023	32,025.00		008355		32,025.00
				*** VENDOR TOTALS ***		1 CHECKS		32,025.00
011838	THE DOOR AND FENCE STORE							
I-310287	DOOR REPAIR SERVICE - PW	E	11/22/2023	670.00		008354		670.00
				*** VENDOR TOTALS ***		1 CHECKS		670.00
006031	KATIE THIELMAN							
I-10/4-10/27/23 MILE	10/4-10/27/23 MILEAGE	E	11/22/2023	103.49		008329		103.49
				*** VENDOR TOTALS ***		1 CHECKS		103.49
011959	SPIN & SPARKLE, LLC							
I-10/26/23-12/14/23	10/26/23-12/14/23 TIPPIE TOES	R	11/20/2023	532.00		245913		532.00
				*** VENDOR TOTALS ***		1 CHECKS		532.00
004159	TOYNE INC							
I-IN0016771	VEHICLE REPAIRS - FD	R	11/20/2023	982.50		245914		
I-IN0016826	GAS SHOCKS - FD	R	11/20/2023	145.07		245914		1,127.57
				*** VENDOR TOTALS ***		1 CHECKS		1,127.57
000465	TREASURER STATE OF IOWA							
I-11/09/2023	MONTHLY SALES & EXCISE TAX	D	11/09/2023	134,292.56		002352		134,292.56
				*** VENDOR TOTALS ***		1 CHECKS		134,292.56
000740	TRIPLETT COMPANIES							
I-444158-0	OFFICE SUPPLIES - PD	R	11/20/2023	34.76		245915		34.76
				*** VENDOR TOTALS ***		1 CHECKS		34.76
011455	TRIVISTA COMPANIES INC							
I-XA100017133:01	SHOP SUPPLIES - CG	R	11/20/2023	734.16		245916		734.16
				*** VENDOR TOTALS ***		1 CHECKS		734.16
000468	TRUCK EQUIPMENT INC							
I-312046	UNIT #220 PARTS	E	11/22/2023	170.22		008296		
I-312108	UNIT #220 #228 PARTS	E	11/22/2023	320.35		008296		490.57
				*** VENDOR TOTALS ***		1 CHECKS		490.57

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003190		TRUGREEN L P							
	I-185658805	FALL BROADLEAF APPLICATION-PKS	R	11/20/2023	21,412.82		245917		21,412.82
					*** VENDOR TOTALS ***		1 CHECKS		21,412.82
003278		DAVIS EQUIPMENT CORPORATION							
	I-WI18407	ROTOR - OCM	E	11/22/2023	869.88		008319		869.88
					*** VENDOR TOTALS ***		1 CHECKS		869.88
006209		ULINE INC							
	I-170491342	PAPER - PD	R	11/20/2023	76.50		245918		76.50
					*** VENDOR TOTALS ***		1 CHECKS		76.50
009428		UMB BANK NA							
	I-0185403367 11/2023	2014G GO REF CLN-INTEREST	D	11/15/2023	194,418.75		002361		
	I-0185405685 11/2023	2015A GO BONDS-INTEREST	D	11/15/2023	16,196.88		002361		
	I-0185405693 11/2023	2015B GO ANN APP UR BONDS-INT	D	11/15/2023	3,500.00		002361		
	I-0185408440 11/2023	2016A GO REF BONDS-INTEREST	D	11/15/2023	29,462.50		002361		
	I-0185409216 11/2023	2016B GO BONDS-INTEREST	D	11/15/2023	27,100.00		002361		
	I-0185413564 11/2023	2017A GO BONDS-INTEREST	D	11/15/2023	68,415.63		002361		
	I-0185413572 11/2023	2017B WATER REVENUE BONDS-INT	D	11/15/2023	13,734.38		002361		
	I-0185417599 11/2023	2018A GO BONDS-INTEREST	D	11/15/2023	167,350.00		002361		
	I-0185417807 11/2023	2018B WATER REVENUE BONDS-INT	D	11/15/2023	77,540.63		002361		
	I-I045 11/2023	2019A GO BONDS-INTEREST	D	11/15/2023	271,575.00		002361		
	I-I046 11/2023	2019B WATER REVENUE BONDS-INT	D	11/15/2023	80,850.00		002361		
	I-I1237 11/2023	2022A GO BONDS-INTEREST	D	11/15/2023	613,712.51		002361		
	I-I1534 11/2023	2023B GO BONDS-INTEREST	D	11/15/2023	306,444.45		002361		
	I-I441 11/2023	2020A GO BONDS-INTEREST	D	11/15/2023	196,475.00		002361		
	I-I446 11/2023	2020B WATER REVENUE BONDS-INT	D	11/15/2023	36,012.51		002361		
	I-I880 11/2023	2021A GO BONDS-INTEREST	D	11/15/2023	371,350.00		002361		2,474,138.24
					*** VENDOR TOTALS ***		1 CHECKS		2,474,138.24
000277		UNITED RENTALS (NORTH AMERICA)							
	I-225891052-001	SCISSOR LIFT RENTAL-PRSC	R	11/20/2023	649.70		245919		649.70
					*** VENDOR TOTALS ***		1 CHECKS		649.70
004516		ST LUKE'S HEALTH RESOURCES							
	I-202555	OCT 2023 DOT TESTING	R	11/20/2023	312.00		245920		312.00
					*** VENDOR TOTALS ***		1 CHECKS		312.00
005813		EXECUTIVE SERVICES INC							
	I-82079	ENVELOPES - PSB	E	11/22/2023	187.54		008328		187.54
					*** VENDOR TOTALS ***		1 CHECKS		187.54

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011973	UNIVERSITY OF TENNESSEE							
I-CCS UTIPS-SCHNEDEN	CRISIS COMM SYMPOSIUM-SCHNEDEN	R	11/20/2023	125.00		245921		125.00
				*** VENDOR TOTALS ***		1 CHECKS		125.00
002135	UPHDM OCCUPATIONAL MEDICINE							
I-201712	OCTOBER 2023 SERVICES	R	11/20/2023	2,092.50		245922		2,092.50
				*** VENDOR TOTALS ***		1 CHECKS		2,092.50
005012	VAN-WALL EQUIPMENT INC							
I-6067843	SPRAYER-OCM	E	11/22/2023	20,828.61		008323		20,828.61
				*** VENDOR TOTALS ***		1 CHECKS		20,828.61
000519	VERMEER SALES & SERVICE IOWA							
I-P0312305	UNIT #260 PARTS	E	11/22/2023	353.99		008298		353.99
				*** VENDOR TOTALS ***		1 CHECKS		353.99
004796	WALSH DOOR & HARDWARE COMPANY							
I-803293	BT UPGRADE FOR READERS	R	11/20/2023	2,841.43		245923		
I-803652	CAMERA REPAIR - IT	R	11/20/2023	207.00		245923		3,048.43
				*** VENDOR TOTALS ***		1 CHECKS		3,048.43
002569	WASTE CONNECTIONS INC							
I-3585448T071	11/2023 WASTE SERVICES-CH	R	11/20/2023	65.34		245924		
I-3585450T071	11/1-11/30/23 SVCS - FS#2	R	11/20/2023	63.25		245924		
I-3585451T071	11/1-11/30/23 SVCS - FS#1/ACC	R	11/20/2023	276.34		245924		
I-3585452T071	11/1-11/30/23 SVCS - FS#3	R	11/20/2023	63.25		245924		
I-3585453T071	11/2023 WASTE SVCS-KL	R	11/20/2023	102.58		245924		
I-3585456T071	11/2023 WASTE SERVICES-OCM	R	11/20/2023	94.88		245924		
I-3585457T071	11/1-11/30/23 SVCS - MAINT FAC	R	11/20/2023	292.32		245924		
I-3585459T071	11/2023 WASTE SVCS-ANK PK MNT	R	11/20/2023	252.99		245924		
I-3585460T071	11/1-11/30/23 SVCS - PD	R	11/20/2023	63.25		245924		
I-3585463T071	11/1-11/30/23 SVCS - PSB	R	11/20/2023	81.16		245924		
I-3585464T071	11/1/11/30/23 SVCS - WW	R	11/20/2023	96.96		245924		1,452.32
				*** VENDOR TOTALS ***		1 CHECKS		1,452.32
007683	WASTE SOLUTIONS OF IOWA COMPAN							
I-71874	WASTE REMOVAL-OCM	R	11/20/2023	547.45		245925		547.45
				*** VENDOR TOTALS ***		1 CHECKS		547.45
011566	WENDLING QUARRIES, INC							
I-986835	TOPDRESSING SAND-OCM	E	11/22/2023	1,230.76		008350		1,230.76
				*** VENDOR TOTALS ***		1 CHECKS		1,230.76

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/09/2023 THRU 11/22/2023

VENDOR I.D.		NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006753		LOCAL TV IOWA LLC							
	I-4150173B-1	SEPTEMBER FLIGHT-OC	R	11/20/2023	35.00		245926		35.00
					*** VENDOR TOTALS ***		1 CHECKS		35.00
002783		ZIEGLER INC							
	I-IN0001240852	UNIT #255 PARTS	E	11/22/2023	9.00		008317		
	I-IN001213518	UNIT #255 PARTS	E	11/22/2023	114.92		008317		
	I-IN001240784	FS#3 GENERATOR ELEMENT	E	11/22/2023	109.40		008317		233.32
					*** VENDOR TOTALS ***		1 CHECKS		233.32
008820		SIOUXLAND TURF PRODUCTS INC							
	C-22526	CR: SYGENTA REBATE 2023 - OCM	E	11/22/2023	362.60CR		008337		
	I-187413	GRASS SEED-PRSC	E	11/22/2023	1,620.00		008337		1,257.40
					*** VENDOR TOTALS ***		1 CHECKS		1,257.40

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	155		2,691,030.21	0.00	2,691,030.21
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	3		2,684,562.69	0.00	2,684,562.69
EFT:	80		608,075.15	0.00	608,075.15
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:	238	5,983,668.05	0.00	5,983,668.05
BANK: APFNB TOTALS:	238	5,983,668.05	0.00	5,983,668.05
REPORT TOTALS:	238	5,983,668.05	0.00	5,983,668.05

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: 11/09/2023 THRU 11/22/2023

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

November 20, 2023
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:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:

The parties agree to amend the contract language of Article 13 - Wages, Section 3 - Signing Bonus as a part of the recruitment effort to attract more certified officers. In doing so, this will save the City the time and money of sending new officers to the ILEA Academy. The agreement also amends Section 1. Wage Schedule by eliminating the non-certified rate of 90% of the PO step 1 pay scale.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend to approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Teamsters side letter 11.20.23

Ankeny Police Department Teamsters Local Union #238

and the City of Ankeny, Iowa

RE: Side Letter Agreement

The parties agree to amend the contract language of Article 13: Wages, for the remainder of the current collective bargaining agreement (CBA), effective the date of this signed agreement, and the revised language will be updated in future contracts.

ARTICLE 13: WAGES

Section 1. Wage Schedule. The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining eligibility for step increases, the first pay period of each fiscal year shall be the date used and any employee who was hired prior to December 31st will be eligible for a step increase for the next fiscal year.

Section 3. Signing Bonus

New employees who at the time of hire are currently certified law enforcement officers shall receive a $10,000 signing bonus payable on the pay check following completion of the following terms:

- $5,000 upon passing the Field Training period
- $5,000 at the end of their probationary period

Employees hired under this provision have the option to use the bonus to purchase up to 90 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

Dated this 20th day of November, 2023.

For the Ankeny Police Department Employees' Union
Ryan Howe, Union Steward

For the City of Ankeny, Iowa
David A. Jones, City Manager

APPENDIX A

Ankeny Police Department
Employees Union

Wage Schedule

PO	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FY 23 Hourly	31.287	32.851	34.494	36.219	37.306	38.425	39.578	40.765	41.988
FY 24 Hourly	32.226	33.837	35.529	37.305	38.424	39.577	40.764	41.987	43.247
FY 25 Hourly	33.193	34.853	36.596	38.426	39.579	40.766	41.989	43.249	44.546
FY 26 Hourly	34.189	35.898	37.693	39.578	40.765	41.988	43.248	44.545	45.881

July 1, 2022--New wage matrix takes effect
July 1, 2023--3% ATB
July 1, 2024--3% ATB
July 1, 2025--3% ATB

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

Completion of 12 months (1 year) post academy service shall be paid at Step 2.

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee who has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to the equivalent pay step the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will begin with the first pay period following graduation from the academy.

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve the revisions to the Drug and Alcohol Policy and Testing Program for Individuals Not Required to Possess a Commercial Drivers License.

EXECUTIVE SUMMARY:

The drug and alcohol policy is reviewed annually and revisions are recommended. The testing facilities have been updated and the alcohol limit of .02 has been updated to align with the Iowa Code.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the revisions to the Drug and Alcohol Policy and Testing Program for Individuals Not Required to Possess a Commercial Drivers License.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Drug and Alcohol policy red-lined

DRUG AND ALCOHOL POLICY
AND
TESTING PROGRAM FOR INDIVIDUALS NOT REQUIRED TO POSSESS A COMMERCIAL DRIVERS LICENSE

A. Statement of Policy

It is the policy of the City of Ankeny, Employer, to comply with the Drug Free Workplace Act of 1988 (Public Law 100-690) and to insure a drug-free workplace. This policy is intended to ensure that the mental and physical capabilities of City employees are not impaired by any controlled substances during the performance of their duties.

The following conduct is prohibited:

(1) the use, sale, offering for sale, or possession of illegal drugs, controlled substances, imitation controlled substances, or counterfeit controlled substances, on the job, on the Employer's premises, or in Employer vehicles;

(2) any improper use of "legal" or physician-prescribed drugs on the job, on the Employer's premises, or in Employer vehicles;

(3) the use, sale, offering for sale, or possession of alcoholic liquor (beer, wine, or alcohol) on the job, on the Employer's premises, or in Employer vehicles; and

(4) being under the influence of illegal drugs or controlled substances, alcoholic liquor (beer, wine, or alcohol) or improperly used prescription drugs on the job, on the Employer's premises, or in Employer vehicles.

B. Application

The portions of this policy which pertain to testing (Sections C through N) apply to all individuals who are not required to possess a commercial driver's license in order to perform the duties of their position.

Unless otherwise specified, this policy applies to all employees of the Employer, including part-time employees.

Employees required to possess a commercial driver's license (CDL) are also covered under the City of Ankeny Drug and Alcohol Testing Policy for positions requiring a Commercial Driver's License. Please contact the Human Resources Office for a copy of this policy.

This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractors are governed by this policy while on Employer premises and will not be permitted to conduct business if found to be in violation of this policy.

This policy shall not be deemed to be applicable to any employee taking a prescribed dosage of a controlled substance while under the care of a licensed physician.

Council approved: 02/06/17
Revision: 4/3/23
Reviewed: 11/19,11/20,11/21,11/22

Nothing in the policy shall be deemed to preclude the possession of controlled substances by employees of the Police or Fire departments where such possession is necessary in connection with the carrying out of such employee's law enforcement, investigative, or emergency medical treatment and response duties and where such possession is in accordance with all rules, regulations and policies of the Police or Fire departments and with all other applicable local, state and federal statutes, rules and regulations.

C. Testing Provisions

The Employer may conduct drug and alcohol testing of individuals who are not required to possess a commercial driver's license in order to perform the duties of their position under the following circumstances:

(1) Post offer pre-employment drug testing,
(2) Where there is reasonable suspicion of the use of illegal drugs, controlled substances or alcohol,
(3) When investigating certain workplace injuries and vehicle accidents, and
(4) During or after rehabilitation.

D. Testing Procedures

All sample collection and testing for drugs or alcohol shall be performed in accordance with the following conditions:

1. The collection of samples shall be performed under sanitary conditions and with regard for the privacy of the individual from whom the specimen is being obtained and, in a manner, reasonably calculated to preclude contamination or substitution of the specimen. If the sample collected is urine, the individual shall be afforded individual privacy in the collection of the sample unless there is a reasonable suspicion that the individual may alter or substitute the urine specimen. If an individual is providing a urine sample and collection of the urine sample is directly monitored or observed by another individual, the individual who is directly monitoring or observing the collection shall be of the same gender as the individual from whom the urine sample is being collected. Alcohol testing ~~will~~may be performed using evidential breath testing devices (EBTs) or alcohol screening devices by a certified breath alcohol technician (BAT) or a certified police officer.

2. Collection of a urine sample shall be performed so that the specimen is split into two components at the time of collection in the presence of the individual from whom the sample or specimen is collected. The second portion of the specimen or sample shall be of sufficient quantity to permit a second, independent confirmatory test as requested by the employee. Alcohol testing done via EBTs will not provide for a split sample at the time the sample is collected and it will not be reviewed by the Medical Review Officer. Confirmatory testing of EBTs will be done in accordance with Section K below.

3. Sample collections shall be documented, and the procedure for documentation shall include the following:
   (1) Samples shall be labeled so as to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided, and samples shall be handled and tracked in a manner such that control and

accountability are maintained from initial collection to each stage in handling, testing, and storage, through final disposition.

(2) An employee shall be provided an opportunity to provide any information which may be considered relevant to the test, including identification of prescription or nonprescription drugs currently or recently used, or other relevant medical information.

4. If a test result indicated the presence of alcohol or an illegal drug, a second test ~~using an alternate method of analysis~~ shall be conducted. This is considered the confirmed positive test result.

5. A medical review officer shall, prior to the results being reported to an employer, review and interpret any confirmed positive test results, including both quantitative and qualitative test results, to ensure that the chain of custody is complete and sufficient on its face.

6. The medical review officer, and the employer shall ensure, to the extent feasible, that the testing only measure, and the records concerning the testing only show or make use of information regarding, alcohol or drugs in the body.

7. If a confirmed positive test result for drugs or alcohol is reported to the employer by the medical review officer, the employer shall notify the employee in writing by certified mail, return receipt requested, of the results of the test and the employee's right to request and obtain a confirmatory test of the second sample. If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the employer the fee for the test within seven (7) days from the date the employer mails by certified mail, return receipt requested, the written notice to the employee of the employee's right to request a test, a second confirmatory test shall be conducted at the laboratory chosen by the employee. If the results of the second confirmatory test do not confirm the results of the initial confirmatory test, the City shall reimburse the employee for the fee paid by the employee for the second test. The initial confirmatory test shall not be considered a confirmed positive drug test for purposes of taking disciplinary action pursuant to this policy. If a confirmed positive test result for drugs or alcohol for a prospective employee is reported to the employer by the medical review officer, the employer shall notify the prospective employee in writing of the results of the test, of the name and address of the medical review officer who made the report, and of the prospective employee's right to request records.

8. The City shall pay for the costs associated with conducting the drug and/or alcohol test(s), except in the case of confirmatory challenges, in which case the employee shall reimburse the City for the costs associated with testing the second sample.

E. Definitions

As used in this policy, the term "controlled substance" means any substance specified in Schedule I, II, III, IV, or V of the federal Controlled Substances Act, 21 U.S.C. 801 et. seq. and published at 21 CFR 1308.11 and 21 CFR 1308.12, and any substance defined as a "controlled substance" by state law.

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. The term "alcohol" includes, but is not limited to, beer, wine, liquor, other alcoholic beverages, and medicines containing alcohol (unless the packaging seal is unbroken).

F. Pre-Employment Testing

Any individual not currently employed by the City who is applying for a position, shall be required to undergo drug testing **after a conditional offer of employment has been made.**

A positive test will result in a disqualification from further consideration for employment.

Any applicant or existing employee who refused to undergo drug testing will also be disqualified from further consideration for the vacancy or eligibility list.

An applicant who tests positive or refuses to test shall not be allowed to reapply for any position for a period of six (6) months from the date of the positive test or test refusal.

Notice of the testing will be a part of any notice or advertisement soliciting applicants for employment, and as part of the employment application. Applicants for employment shall also be personally informed of the requirement for a drug test at the first interview.

G. Reasonable Suspicion Testing

Any employee who is reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol (that is, having a controlled substance or alcohol in the body) shall be suspended from their job duties pending an investigation and verification of their condition. Employees who are reasonably suspected of being impaired by or under the influence of a controlled substance or alcohol will not be permitted to drive a motor vehicle after they have been suspended. If the employee has driven a motor vehicle to work, the employee must either make arrangements with another individual to drive their vehicle or must make arrangements for alternative transportation.

Employees may be subject to testing when there is reason to believe that an employee is using or has used alcohol or other drugs in violation of the Employer's written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this provision, facts and inferences may be based upon, but are not limited to, any of the following:

1. Observable phenomena while at work such as direct observation of alcohol or drug use or abuse or of the physical symptoms or manifestations of being impaired due to alcohol or other drug use.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of alcohol or other drug use provided by a reliable and credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the Employer.

5. Evidence that the employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on the Employer's premises or while operating the Employer's vehicle, machinery, or equipment.

The above list is not exclusive.

Reasonable suspicion testing will only be required during, just before, or just after the period of the day when the employee is engaged in work functions.

Employees who are required to submit to reasonable suspicion testing will be suspended from their job duties pending an investigation and the report of the tests. If the test of the employee results in an alcohol concentration of less than ~~.04~~.02 and a MRO-verified negative test for the use of controlled substances, then the period of suspension will be with pay. If the test of the employee results in an alcohol concentration of more than ~~.04~~.02 or a MRO-verified positive test for the use of controlled substances, then the period of suspension will be without pay.

H. Post-Accident Testing/ Workers Compensation

The City may require drug testing to determine if an employee is ineligible to receive Workers Compensation in accordance with Iowa Code §85.16(2). If an employee is involved in a motor vehicle accident with a city vehicle, drug testing of the employee must occur if the accident involves loss of human life; any person is transported from the scene for medical treatment; there is disabling damage to any motor vehicle requiring tow away; the employee receives a ticket for a moving traffic violation arising from the accident; or if there is reasonable suspicion that the employee is under the influence of drugs or alcohol.

The employee is permitted to obtain necessary medical attention following an accident, to leave the scene of an accident for the period necessary to obtain necessary emergency medical care, but the employee will be subject to post-accident testing and must remain readily available for testing or the employee will be deemed to have refused to submit to testing.

Alcohol tests will be administered as soon as practicable, but no later than 8 hours after the injury. Tests for controlled substances will be administered as soon as practicable, but no later than 32 hours after the injury.

I. Testing During or After Rehabilitation

Employees who have tested positive on a drug or alcohol test and whose employment has not been terminated will be subject to testing during, and after completion of, drug or alcohol rehabilitation. The number, type, and frequency of follow-up tests will be as directed by the substance abuse professional and, unless otherwise recommended, will consist of at least 6 tests in the first 12 months following the employee's return to duty.

J. Cooperation Required

Any individual who refuses to submit to an alcohol or controlled substance test, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution will be subject to disciplinary action.
The phrase "refuses to submit to an alcohol or controlled substance test" means that the individual:

1. Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, or

2. Fails to provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or

3. Engages in conduct that clearly obstructs the testing process.

All employees are encouraged to make use of available resources for treatment of substance abuse problems. Under certain circumstances, employees may be referred for treatment for substance abuse. An employee will be subject to disciplinary action for:

1. A failure or refusal to submit to an evaluation.

2. A failure or refusal to undergo treatment recommended as a result of an evaluation.

3. Withdrawal from or a failure to satisfactorily complete the treatment program recommended as a result of an evaluation.

4. Withdrawal from or a failure to satisfactorily participate in an aftercare program, if aftercare is prescribed as a part of treatment.

Testing shall be conducted in a manner to assure the highest degree of accuracy and reliability by using techniques and laboratory facilities which meet the requirements of the Iowa Department of Health.

K. Confirmatory Testing

If the result of the initial test is an alcohol concentration of greater than ~~.04~~.02 or if the result of the initial test is positive for the presence of a controlled substance, a confirmatory test must be performed. The breath alcohol technician (BAT) will wait at least 15 minutes, but no longer than 30 minutes, after the initial test before administering the confirmation test. The confirmatory drug test shall use a different chemical process than was used in the initial screen for drugs ~~or alcohol~~. The confirmatory drug ~~or alcohol~~ test shall be a chromatographic technique such as gas chromatography/mass spectrometry, or another comparably reliable analytical method.

L. Employee Requested Testing

If a confirmed positive drug ~~or alcohol~~ test for a current employee is reported to the Employer by the medical review officer, the Employer shall notify the employee in writing by certified mail, return receipt requested, of the results of the test, the employee's right to request and obtain a confirmatory test of the second sample collected at an approved laboratory of the employee's choice, and the fee payable by the employee to the Employer for reimbursement of expenses concerning the test. The fee charged an employee shall be an amount that represents the costs

associated with conducting the second confirmatory test, which shall be consistent with the Employer's cost for conducting the initial confirmatory test on an employee's sample.

If the employee, in person or by certified mail, return receipt requested, requests a second confirmatory test, identifies an approved laboratory to conduct the test, and pays the Employer the fee for the test within seven days from the date the Employer mails by certified mail, return receipt requested, the written notice to the employee of the employee's right to request a test, a second confirmatory test shall be conducted at the laboratory chosen by the employee. The results of the second confirmatory test shall be reported to the medical review officer who reviewed the initial confirmatory test results and the medical review officer shall review the results and issue a report to the Employer on whether the results of the second confirmatory test confirmed the initial confirmatory test as to the presence of a specific drug or alcohol. If the results of the second test do not confirm the results of the initial confirmatory test, the Employer shall reimburse the employee for the fee paid by the employee for the second test and the initial confirmatory test shall not be considered a confirmed positive drug or alcohol test for purposes of taking disciplinary action.

M. Payment for Evaluation and Treatment

The Employer's responsibility for the cost of any evaluation, treatment, or counseling will be limited to the benefits provided by the Employer's health insurance plan for such evaluation, treatment, or counseling.

N. Violations

Disciplinary action, including termination of employment, may be taken against employees for any of the following reasons:

1. A violation of any provision of Employer Policy.

2. If the test of the employee results in a Medical Review Officer (MRO)-verified positive test for the use of controlled substances or an alcohol concentration of greater than ~~.04~~.02.

3. A failure or refusal to submit to testing.

4. A failure or refusal to submit to an evaluation.

5. A failure or refusal to undergo treatment recommended as a result of an evaluation.

6. Withdrawal from or a failure to satisfactorily complete the treatment program recommended as a result of an evaluation.

7. Withdrawal from or a failure to satisfactorily participate in an aftercare program, if aftercare is prescribed as a part of treatment.

O. Disciplinary Procedures

Upon a violation of this policy pursuant to Section N, disciplinary action may be taken including the following:

(1) Enrollment in an employer-provided or approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, participation in and successful completion of which is a condition of continued employment. Rehabilitation is only provided (i) if the employee has been employed by the City for at least twelve of the preceding eighteen months, (ii) if it is agreed upon by the employee, and (iii) if the employee has not previously violated this policy.

(2) Suspension of the employee, with or without pay, for a designated period of time.

(3) Termination of employment.

(4) Other adverse employment action in conformance with the employer's written policy and procedures, including any relevant collective bargaining agreement provisions.

Following a drug or alcohol test, but prior to receipt of the final results of the drug or alcohol test, the employee may be suspended, with or without pay, pending the outcome of the test. An employee who has been suspended shall be reinstated, with back pay, and interest on such amount at eighteen percent per annum compounded annually, if applicable, if the result of the test is not a confirmed positive test result for drugs or alcohol which indicates a violation of this policy.

P. Local Collection Sites

For ~~pre-employment or return to duty~~ testing during normal business hours, contact the following:

Medix Occupational Health Services
1824 SW White Birch Circle
Ankeny, IA 50023
(515) 964-9003
Hours: 8:00 a.m. - 5:00 p.m. M-F

Unity Point Occupational Medicine-Ankeny
1810 SW White Birch Drive Suite 111
Ankeny, IA 50023
(515) 964-6974
Hours: 8:00 a.m. – 5:00 p.m., M-F

For reasonable suspicion alcohol ~~or post-accident~~ testing after hours or weekends, contact the following to complete on-site ~~drug and~~ alcohol testing:

Ankeny Police Department
(515) 286-3333 after hours and weekends
Ask for the Ankeny Police "supervisor on duty" to call you
A certified officer will conduct the preliminary breath test (PBT)

For reasonable suspicion drug testing or post-accident drug and alcohol testing after hours or weekends, contact the following to complete on-site drug testing:

~~ARCpoint Labs~~Mid-Iowa Occupational Testing
5911 Meredith Drive, Suite D

Urbandale, IA 50322
~~(515) 868-0306 during business hours, M-F 8:30 a.m.-5:00 p.m.~~
(515) 460-0124 after hours and weekends

Q. Education and Training

Policy and guidelines will be distributed by the City of Ankeny to each covered employee and provided to a representative of any employee labor organization. Employees will be provided with informative training regarding the effects of alcohol and drug use, company policy, and procedures for identifying alcohol or drug problems in others. Employees who have questions about the City's drug and alcohol testing program should contact the City's Human Resources Director at City Hall.

Supervisors designated to make reasonable suspicion determinations for drug or alcohol testing under this policy shall attend a minimum of two hours of initial training and a minimum of one hour of subsequent training once every two years. The training shall include, but not be limited to, information concerning the recognition of evidence of employee alcohol and other drug abuse, the documentation and corroboration of employee alcohol and other drug abuse, and the referral of employees who abuse alcohol or other drugs to the Employee Assistance Program.

R. Confidentiality of Test Results

The City shall protect the confidentiality of the results of any alcohol/drug test conducted on an employee. A file separate from the employee's personnel file will be used for medical records and reports of testing.

In order to comply with Section 503(e) of the Drug Free Workplace Act of 1988, the results of a drug test of a City of Ankeny employee or volunteer may not be disclosed without the prior written consent of such employee or volunteer, unless the disclosure would be—

- To the agency in which the employee is receiving counseling or treatment, or is otherwise participating;
- To the Medical Review Officer;
- To the Human Resources Director. The Human Resources Director may notify the department head/supervisor of the employee's absence from work or work responsibilities.
- Pursuant to the order of a court of competent jurisdiction or where required by the United States Government to defend against any challenge against any adverse personnel action.

The following progressive discipline is specifically outlined in order to ensure a fair and consistent application of this policy.

PROGRESSIVE DISCIPLINE FOR DRUG AND ALCOHOL ENFORCEMENT

ALCOHOL

Alcohol Concentration ≥0.02 <0.04	
1st Offense	Suspension for balance of day + 3 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

Alcohol Concentration ≥0.04	
1st Offense	Suspension for balance of day + 5 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

REFUSAL TO COMPLY WITH POLICY REQUIREMENTS

~~1st Offense~~	~~Suspension for balance of day + 5 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing~~
~~2nd~~ 1st Offense	Discharge

CONTROLLED SUBSTANCES

1st Offense	Suspension for balance of day + 5 day suspension + mandatory SAP assessment + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

I HAVE RECEIVED, READ, AND UNDERSTAND THIS DRUG AND ALCOHOL POLICY

_____

PRINTED NAME EMPLOYEE SIGNATURE DATE

Council approved: 02/06/17
Revision: 4/3/23
Reviewed: 11/19,11/20,11/21,11/22

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve the revisions to the Drug and Alcohol Testing Policy for positions requiring a Commercial Drivers License.

EXECUTIVE SUMMARY:

The Drug and Alcohol Testing Policy for positions requiring a Commercial Drivers License is reviewed annually. The policy is updated with required information on the FSCMA Commercial License Drug and Alcohol Clearinghouse and an update to the local collection sites.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the revisions to the Drug and Alcohol Testing Policy for positions requiring a Commercial Drivers License.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
CDL Drug and Alcohol policy red-lined

CITY OF ANKENY
DRUG AND ALCOHOL TESTING POLICY
FOR POSITIONS REQUIRING A COMMERCIAL DRIVER'S LICENSE

EFFECTIVE FEBRUARY 2017

I. POLICY STATEMENT

The City of Ankeny is committed to providing a safe and drug-free work environment. This commitment is placed in jeopardy when any employee participates in the illegal use of drugs or the abuse of alcohol on or off the job. Employees who abuse illegal drugs/alcohol, on or off-duty tend to be less productive, less reliable and prove to have greater absenteeism, accidents, injury to themselves and others resulting in the potential for increased loss, delay, risk, and liability.

The purpose of this policy is to implement the provisions of the Federal Highway Administration Rules and Regulations of 1994, and the requirements of the United States Omnibus Transportation Employee Testing Act of 1991 (the "Act") that mandates drug and alcohol testing of all employees required to possess a commercial driver's license (CDL). Employees covered by this policy include those individuals who are required to:

Possess a commercial driver's license and drive one of the vehicles described below:

a. A commercial motor vehicle having a gross combination weight of 26,001 or more pounds including a towed unit with a gross weight of more than 10,000 pounds.
b. A gross weight rating of 26,001 or more pounds.
c. A vehicle designed to transport more than sixteen (16) passengers, including the driver.
d. A vehicle of any size transporting hazardous materials requiring placards.

Employees required to possess a commercial driver's license will be subject to drug and alcohol testing under the following conditions:

1. Pre-employment/transfer into such a position. (drug test only)
2. Random testing.
3. Reasonable suspicion that you are impaired by the use of drugs or alcohol.
4. Post accident.
5. Upon return to duty after a violation of the rules on drugs and alcohol.
6. Follow-up testing after it has been determined an employee has a problem related to alcohol or drug use.

This policy prohibits employees reporting to work under the influence of alcohol, illegal drugs and/or other mind-altering chemicals. Employees who have traceable amounts of alcohol or illicit drugs in their system when they report to work or during working hours, are in violation of this policy, regardless of when or where the substance entered the employee's system (this includes during off-duty hours).

If your drug or alcohol test shows that you are under the influence, you may be eligible for treatment or rehabilitation.

All expenses of the substance abuse treatment and rehabilitation program shall be paid for by the employee with the health insurance provider funding a portion as provided in the benefit plan.

An employee required to take time off in order to participate in a rehabilitation program will be permitted to use sick leave, vacation time, and/or unpaid leave. An employee who is eligible for leave under the Family Medical Leave Act may be given leave under that law for purpose of obtaining substance abuse treatment if the requirements of that law are otherwise met.

Participation in substance abuse treatment and rehabilitation will not result in disciplinary action; however, non-covered duties may be assigned until the MRO or substance abuse professional determines that the employee may return to duty. Successful completion of the prescribed program will be required for the employee to continue employment with the City.

If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of 0.04 or greater, the employee will be terminated.

Employees who undergo substance abuse treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.

II. DEFINITIONS

1. **ALCOHOL -** Any beverage containing alcohol. Although the purchase and consumption of alcohol is legal, reporting to work under the influence, consuming alcoholic beverages on City premises, or at a work site, is in direct violation of this policy.

2. **DRUGS -** Any controlled or illegal substance (subject to regulation by the state or federal government) capable of altering the mood, perception, or judgment of the individual consuming it.

3. **PANEL 5 DRUG TEST -** The test that evaluates the presence of five categories of drugs established by the federal government which fall under "controlled substances." They are cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), marijuana and phencyclidine (PCP). Use, sale, distribution and/or manufacture of these substances is against the law and a direct violation of this policy.

4. **PANEL 10 DRUG TEST -** The test that evaluates the following ten drug categories: the five-panel named in #3, plus barbiturates, benzodiazepines, methaqualone, methadone, and propoxphene.

5. **FMSCA** – Federal Motor Carrier Safety Administration

6. **FMCSA Commercial License Drug & Alcohol Clearinghouse** – Repository for the recording of the verified positives and refusals to test for drug and alcohol tests by FMCSA safety-sensitive employees and new hires.

7~~5~~. **MEDICAL REVIEW OFFICER (MRO) -** A licensed physician certified to review and interpret all drug tests before they are reported to the City.

8~~6~~. **PREMISES -** Buildings, property, work areas, vehicles, parking lots and any place the employee happens to be during the course and scope of City employment during regular working hours or pay status.

9~~7~~. **PRE-EMPLOYMENT -** Conducted after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees transfer, promote, demote, or reassign to a safety-sensitive position.

10~~8~~. **POST-ACCIDENT –** Testing that is performed on covered employees that have been involved in an accident involving a commercial motor vehicle, if the accident involved the loss of human life; or if the employee received a ticket for a moving traffic violation arising from the accident; or when reasonable suspicions exists; or any time one or more individuals receives injuries requiring immediate transport to a medical facility; or when one or more vehicles have incurred disabling damages that require either vehicle to be towed from the accident scene.

11~~9~~. **PRESCRIPTION DRUGS -** Any drug or medication prescribed by a licensed physician for a medical condition. Use of prescribed drugs are not in direct violation of the City's policy, however, inappropriate use or prescribed use that may cause significant impairment, thus creating a safety hazard on the job, is in direct violation of the City's policy.

12~~0~~. **REASONABLE SUSPICION -** A belief based on specific happenings, articulate observations concerning the appearance, behavior, speech and/or body odors of the

employee and reasonable inferences drawn from those facts related specifically to job performance, a threat to themselves or the safety of others.

13~~1~~. **RANDOM SELECTION -** An unannounced selection of covered employees. All covered employees remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.

14~~2~~. **SAFETY-SENSITIVE PERSONNEL -** Employees holding a commercial driver's license and may operate a vehicle covered under the Act on a full-time, part-time or intermittent basis.

15~~3~~. **SUBSTANCE ABUSE PROFESSIONAL (SAP) -** A licensed physician, licensed or certified psychologist, social worker, employee assistance professional or an alcohol and drug abuse counselor certified by the National Association of Alcohol and Drug Abuse Counselors (NAADAC) Certification Commission. All persons listed in the definition must have specific knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders to qualify.

16~~4~~. **UNDER THE INFLUENCE -** For the purpose of this policy, "under the influence" shall be interpreted as (a) having a controlled or illegal substance(s) in one's system; or (b) due to reasonable suspicion of drug use, being required to take a drug test and having a verified positive result; or (c) being impaired physically and/or mentally as a result of drug, alcohol and/or prescription drug ingestion.

17~~5~~. **CONSORTIUM -** members of the Iowa Association of Municipal Utilities (IAMU), the Iowa League of Cities (League), and the Iowa State Association of Counties (ISAC). As consortium participants, local governments share costs for program administration and record keeping and pool their employees for the purpose of random testing.

III. REQUIRED TESTS

Covered employees are subject to six types of drug and alcohol testing under the substance abuse prevention program.

1. **PRE-EMPLOYMENT TESTING.** All prospective employees of the City applying for positions requiring a CDL shall be informed in the advertisement for the position and in the interview process that a condition of employment incudes passing a drug test as part of the pre-employment process. **After a conditional offer of employment has been made,** the applicant shall be required to submit to a Panel 5 Drug Test. The test must be conducted within 72 hours following acceptance of a job offer, but prior to employment and before an individual may actually perform any safety-sensitive functions.

The offer of employment is conditioned on the results of the drug test and the verification of the FMSCA Commercial License Drug and Alcohol Clearinghouse Database.

Prior to the first time an existing employee performs safety-sensitive functions for the department (i.e. new position, job transfer, promotion, new duties, etc.), the employee shall be required to undergo testing for controlled substances.

A positive test will result in a disqualification from further consideration for employment in that safety-sensitive position.

Any applicant or existing employee who refused to undergo drug testing will also be disqualified from further consideration for the vacancy or eligibility list.

Any applicant who refuses to provide consent for a query of the FMSCA Commercial License Drug and Alcohol Clearinghouse Database will not be hired.

An employee who refuses to provide consent for the annual limited query of the FMSCA Commercial License Drug and Alcohol Clearinghouse Database will not be allowed to continue to perform safety-sensitive function and may receive disciplinary action, up to and including termination.

An applicant for a position performing safety-sensitive functions who tests positive or refuses to test shall not be allowed to reapply for any safety-sensitive function for a period of six (6) months from the date of the positive test or test refusal.

2. **REASONABLE SUSPICION TESTING -** If the City has reasonable suspicion to believe that a driver covered by this policy is using a prohibited drug, or is using alcohol in a prohibited manner, the City will require the driver to take a drug and/or alcohol test (whichever is appropriate).

   A decision to test must be based on specific happenings, describable observations concerning the appearance, behavior, speech or body odors of the driver including indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion drug or alcohol testing will only occur under these rules if the supervisor's observations are made during, just before, or just after the time the employee is performing work in a safety-sensitive position.

   a. In a situation where an employee is either acting in an impaired manner or the trained supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol or drugs, the supervisor may order the employee to undergo a drug and/or alcohol test. The supervisor may, but need not, seek a corroborating opinion from another trained supervisor or manager prior to immediately removing the employee from the job.

b. Once the employee has been removed from the job, the supervisor is to contact the Human Resources Department. If contact cannot be made at that time, the supervisor is to proceed through the next step of this procedure and make contact with the Human Resources Department as soon thereafter as possible.

c. The supervisor is to then immediately contact ~~ARCPoint Labs~~one of the designated local collection sites (see Appendix C) ~~for them to come on-site and~~to perform drug and/or alcohol testing. The supervisor is to~~-~~ take the employee to the collection site or to keep the employee at the employer's location and monitor them until the breath test has been completed and the urine sample has been taken. If the alcohol test is not administered within two (2) hours, the supervisor will complete a report explaining the reason for the delay in conducting the alcohol test. If the alcohol test is not administered within eight (8) hours, the reasons why this did not occur shall be documented; no testing shall occur once 8 hours has elapsed. If the drug test is not administered within thirty-two (32) hours, the reason why it was not administered shall be documented.

d. If the alcohol testing results in a concentration level of below 0.02 percent, and the drug tests are negative, the employee will have passed the test.

e. If the alcohol testing has been completed and a positive confirmatory test result has been received (0.02 percent or above), or if the drug test is positive, the employee will be transported home.

f. The employee is to be advised not to report for work as she/he will be placed on administrative leave without pay. If a breath alcohol or urine test has been administered, the City, or MRO, will contact the employee once the test results are known (normally takes 24-48 hours) and a decision has been made as to the employee's status.

g. The results of the drug and alcohol testing will be sent directly to the Human Resources Department. When the results are obtained, the employee's supervisor and department head will meet with the Human Resources Director to determine the appropriate course of action to be taken in accordance with the progressive discipline as outlined in Appendix A of this policy. This is a **confidential** process. Test results will be held strictly confidential and are not to be discussed or shared with anyone, except, the employee's supervisors, the Director, the City Manager or Assistant City Manager, and the Human Resources Director.

h. Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Human Resources Director outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within 24 hours of the testing. This information will assist the

department in assessing the appropriate discipline to be considered for a positive test.

3. **RANDOM TESTING -** All employees working as CDL drivers are subject to unannounced drug and alcohol testing based on random selection. Random testing will be conducted as follows:

   a. The City, through the consortium, will ensure that random drug and alcohol tests are unannounced and spread reasonably throughout the calendar year.

   b. The consortium will calculate the number of drivers subject to random drug and alcohol tests using a scientifically valid method for random selection. To assure that the selection process is random; all drivers covered by this policy will be placed in a common pool.

      1. Drug Specific Requirement

      For drug testing, the number of drivers to be tested will be equivalent to at least fifty percent (50%) of this pool every twelve (12) months.

      2. Alcohol Specific Requirement

      For alcohol testing, the number of drivers to be tested will be equivalent to at least ten percent (10%) of the common pool of drivers every twelve (12) months. The percentage of drivers to be tested for alcohol misuse may be adjusted by amendments to this policy in order to insure conformity with the regulations of the FHWA.

   c. All drivers will be subject to random testing on each random testing date and will have an equal chance of being tested each time selections are made. As a result of the random selection process, a driver may be tested more than once or not at all during the calendar year.

   d. A driver selected for random drug or alcohol testing will be driven to the test site immediately. However, if the driver is performing a safety-sensitive function, the driver will stop performing the safety-sensitive function and will be driven to the test site as soon as possible. The employee shall be required to provide picture identification at the test site.

   e. The random selection procedure will employ a computer-based random number generator that is matched with the data base record number or social security number of each driver in the consortium pool.

   f. The consortium will select a sufficient number of alternate drivers for testing in each test period to ensure that testing is conducted at the required rate. Alternate

drivers will be tested in order of selection only if persons selected are unavailable for testing due to vacations, medical leave or other leave time.

g. Drug/alcohol testing will be conducted at the designated collection sites located in Appendix C.

h. In the event an employee tests positive for either alcohol or controlled substances, the employee will be subject to disciplinary action up to and including discharge. See appendix A. If an employee refuses to be tested, it shall be assumed the employee would test positive, requiring evaluation by a substance abuse professional prior to returning to work.

i. Random testing will be spread reasonably throughout the year.

j. If the alcohol testing results in a concentration level of below 0.02 percent, and the drug tests are negative, the employee will have passed the test.

k. If the alcohol testing has been completed and a positive confirmatory test result has been received (0.02 percent or above), or if the drug test is positive, the employee will be transported home.

l. The employee is to be advised not to report for work as she/he will be placed on administrative leave without pay. If a breath alcohol or urine test has been administered, the City, or MRO, will contact the employee once the test results are known (normally takes 24-48 hours) and a decision has been made as to the employee's status.

4. POST-ACCIDENT TESTING – Immediately following an accident involving a commercial motor vehicle, the employee driving the vehicle shall report the accident to their supervisor. As soon as practicable following an accident involving a commercial motor vehicle, the City will require a drug and alcohol test on an employee driver if the accident involved the loss of human life, any person is transported from the scene for medical treatment, there is disabling damage to any motor vehicle requiring tow away, there is reasonable suspicions, or the employee received a ticket for a moving traffic violation arising from the accident. The employee's supervisor shall inform the driver to abstain from alcohol and drug use until an alcohol and drug test has been performed or for a period of eight (8) hours, whichever occurs first.

If the alcohol test is not administered within two (2) hours of the accident, the supervisor will complete a report explaining the reasons for the delay in conducting the test. If the alcohol test is not administered within eight (8) hours of the accident or if the drug test is not administered within thirty-two (32) hours of the accident, the supervisor will cease attempts to administer the alcohol/drug test and will prepare and maintain records stating why the test was not conducted. An employee who is subject

to post-accident testing shall remain readily available for such testing. Being unavailable for testing will be treated the same as a positive test.

Nothing in this section is intended to be construed as requiring a delay of medical treatment for injured persons following an accident, or prohibiting a driver from leaving the scene of an accident for the period necessary to obtain necessary emergency medical care.

5. **RETURN-TO-DUTY/FOLLOW-UP TESTING -** The City of Ankeny will ensure that an employee, who has engaged in prohibited drug or alcohol use, must undergo a drug or alcohol test before returning to duty. The return to duty drug test must be OBSERVED using the DOT mandated observed collection protocol. The drug test must indicate a verified negative result for drug use. The alcohol test must indicate an alcohol concentration of less than 0.02. In any event, an employee will not be allowed to return to duty without first having been evaluated by a substance abuse professional.

   Following a determination by a substance abuse professional that an employee ~~is in need of~~needs help in resolving drug or alcohol abuse problems, the City of Ankeny will administer unannounced follow-up drug or alcohol testing as directed by a substance abuse professional. At least six (6) random tests will be given to the employee during the first twelve (12) months following the employee's return to duty with the possibility of follow-up testing for up to sixty (60) months after employee returns to duty. All follow-up tests must be OBSERVED using the DOT mandated observed collection protocol.

   Employees who refuse the substance abuse professional's evaluation and treatment, or who do not satisfactorily complete the prescribed treatment as recommended by the substance abuse professional will be subject to termination.

IV. DRUG TESTING PROCEDURES

The City of Ankeny is a member of the Drug and Alcohol Testing Alliance. Drug testing will be performed utilizing urine samples. A split sample method of collection will be used.

Unless there is a reason to believe that an employee may alter or substitute the specimen, procedures for collecting urine specimens will allow individual privacy.

For purposes of this Policy and the Federal Regulations, the City of Ankeny will utilize, a 5-panel drug screen consisting of the following drugs:

a. Tetrahydrocannabinol (marijuana drug)

b. Cocaine

c. Amphetamines (including Methamphetamine and Ecstasy)

d. Opiates (including Heroin)

e. Phencyclidine (PCP)

In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocols.

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure will include use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the "primary" specimen bottle is opened and used for the urinalysis. The split specimen bottle will remain sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be re-tested at the same lab or be sent to another certified laboratory for analysis. Re-testing of the split specimen sample shall be at the employee's expense. In the event that the split specimen sample reveals no confirmation of a controlled substance, the City of Ankeny will reimburse the employee for the cost of the split sample test. An employee who fails to notify the medical review officer (MRO) within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen.

If the employee is unable to provide enough urine to permit a drug test, the collection site person will urge the employee to drink up to 40 ounces of fluids, distributed through a period of up to three hours, or until the employee has provided a sufficient urine specimen. It is not a refusal to test if the employee refuses to drink. If the employee refuses to make the attempt to provide a new urine specimen, this is a refusal to test. The employee must follow all instructions given by the collector. The employee is NOT allowed to leave the collection site prior to completing the drug test collection or 3 hours has passed. Leaving the collection site without permission or leaving the collection site without completing the collection constitutes a refusal to test. The original insufficient specimen will be discarded, except where it is out of temperature range or shows evidence of adulteration or tampering. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection site person will discontinue testing and will notify the DER. The DER will direct the employee to obtain, within five working days, an evaluation from a licensed physician acceptable to the MRO regarding the medical issues raised by the employee's failure to provide a sufficient specimen. The MRO will consider the referral physician's recommendations in making a written report to the DER about whether the employee has a medical condition that has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine.

1. Preparation for Drug Testing

The following procedures summarize the procedures established by the Federal Highway Administration regulations implementing drug testing under the federal law. These procedures are subject to change in the event the FHWA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.

a. When the employee enters the collection site, the employee will be required to provide positive identification (i.e. photo I.D. or City identification).

b. The employee will be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.

c. The urine sample shall be divided into a primary specimen (30 ml) and a split specimen (15 ml).

d. If the test result of the primary specimen is positive, the employee may request within 72 hours of receiving the positive test result, that the medical review officer (MRO) direct that the split specimen be tested in the same or a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.

e. An employee will be removed from the safety-sensitive position pending the result of the test of the split specimen.

f. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.

g. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.

h. Refusal by an employee to complete and sign the test and chain of custody forms, to provide an adequate amount of urine (to be decided on a case-by-case basis), or failure to cooperate with the testing process in a way that prevents the completion of the test will be considered a test refusal. It will be treated the same as a positive test.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test.

Samples that yield positive results on confirmation must be retained by the laboratory in properly secured, long-term, frozen storage for at least one year. Within this one-year period, the employee or his/her representative, the City of Ankeny, or the authorized federal or state agencies may request that the laboratory retain the sample for an additional period. If, within the one-year period, the laboratory has not received a proper written request to retain the sample for a further reasonable period specified in the request, the sample may be discarded.

2. Results of a Positive Test

Any employee who tests positive for controlled substances is subject to discipline, up to and including discharge. (Refer to Appendix A)

Drivers with an alcohol concentration above 0.04%, or drivers who test positive for drugs shall meet certain requirements prior to returning to work for the City. Any driver whose alcohol test is 0.02 % or greater but less than 0.04% shall not be allowed to work for the City in a position requiring a C.D.L. for at least 24 hours after being tested. The City of Ankeny is required to act upon a positive alcohol or drug test result in the following manner:

a. Immediately remove the employee from the safety-sensitive position. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer (MRO) in order to determine that the positive drug test did not result from the authorized use of a controlled substance. The City or MRO must report the failed drug or alcohol test to the FMCSA Commercial License Drug and Alcohol Clearinghouse Database;

b. Refer the employee to a substance abuse professional for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug or alcohol problem has been made;

c. After rehabilitation, the employee must be evaluated by a substance abuse professional and determined to be fit to return to work prior to their release of the employee;

d. Employee must have a negative result on a return-to-duty drug test. Follow-up random testing to monitor the employee's continued abstinence from drug use or alcohol abuse will be required if the employee is determined as needing rehabilitation as specified by a substance abuse professional.

PRESCRIPTION DRUGS

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or controlled substances or which

carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. A written report of this notification is to be filed by the supervisor with the Human Resources Department. It is the responsibility of the employee to inform his/her physician of the type of safety-sensitive function that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment.

The use at work of prescription drugs containing controlled substances is okay if 1) it is pursuant to the instructions of a licensed medical practitioner who 2) has advised the employee that the substance will not adversely affect the employee's ability to safely operate a commercial motor vehicle. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from his/her position, and be subject to the provisions of this Drug and Alcohol Testing Policy, even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs on city property or during working hours is prohibited.

V. ALCOHOL TESTING PROCEDURES

The general requirements for alcohol testing under this program are as follows:

a. Alcohol testing will be performed using breath samples.

b. Upon notification that an alcohol test is required, a driver will be taken to the Medix Occupational Health Services for alcohol testing and provide a breath specimen. Since delay in reporting after notification can adversely affect the outcome of a test result, the employees shall report immediately.

~~b.~~c. For after hours and weekend reasonable suspicion alcohol testing, the Ankeny Police Department shall be called (515)-286-3333 to conduct the alcohol preliminary breath test (PBT).

VI. INFORMATION AND TRAINING

a. **Education**. Every employee covered by this policy will receive the following drug and alcohol use education prior to the start of testing:

1. Person available to answer questions about the materials;
2. Categories of employees subject to testing;
3. Description of safety-sensitive position;
4. Specific information on conduct which is prohibited;
5. Circumstances when employees will be tested;
6. Testing procedures to protect the employee and integrity of testing process;
7. Requirement that testing is required;
8. Explanation of refusal to submit to testing and the consequences;
9. Consequences of engaging in prohibited conduct;
10. Consequences of alcohol concentration of 0.02 or greater, but less than 0.04; and
11. Information on effects of substance abuse on an individual's health, work, and personal life; signs of a substance abuse problem; and available methods of intervening when a problem is suspected.

The policy will be made available to each employee covered by the policy. Information about drug or alcohol counseling and/or rehabilitation will be given to each employee.

b. **Training.** Every employee covered by this policy must receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. Every supervisor covered by this policy who will determine whether an employee must submit to a reasonable suspicion

drug or alcohol test will receive at least two hours of training on the specific, contemporaneous physical, behavioral, speech, and performance indicators of probable drug or alcohol abuse. One hour will cover alcohol misuse and one hour will relate to drug use. Supervisor training will be required once every two years.

VII. DRIVERS ENGAGED IN PROHIBITED DRUG USE

A driver who has engaged in prohibited conduct will be:

a. Immediately removed from the performance of safety-sensitive functions;

b. Advised by the City of resources available to the employee in evaluating and resolving drug or alcohol abuse problems including names, addresses, and phone numbers of substance abuse professionals and counseling and treatment programs;

c. Employees will be directed by the City to be evaluated by a substance abuse professional to determine what assistance, if any, is necessary; and

d. Subject to return to duty drug and alcohol tests. For drugs, the employee must have a negative test result before being allowed to perform safety-sensitive functions. For alcohol, the employee must have a test result of less than 0.02 before being allowed to perform safety-sensitive functions.

VIII. EMPLOYEES IDENTIFIED AS NEEDING ASSISTANCE

Employees identified as needing assistance will be:

a. Evaluated by a substance abuse professional to determine that the employee has followed any rehabilitation program properly;

b. Subject to unannounced follow up drug or alcohol tests under the following guidelines:

    1. The number and frequency of follow up tests will be determined by a substance abuse professional and will consist of at least six tests in the first twelve (12) months;

    2. The City will direct the employee to undergo return to duty and follow up drug or alcohol tests if the substance abuse professional determines such follow-up tests are necessary;

    3. Follow-up testing will not exceed 60 months from the date of the employee's return to duty; and

    4. The substance abuse professional may end testing after the first six tests if the substance abuse professional determines such tests are no longer necessary.

IX. EVALUATION AND TREATMENT SERVICES

The following shall apply to evaluation and treatment services provided under this program:

a. Evaluation and rehabilitation may be performed by a substance abuse professional provided by the City; a substance abuse professional under contract with the City; or by a substance abuse professional not affiliated with the City;

b. The City will ensure the substance abuse professional who determines an employee needs assistance does not refer the employee to the substance abuse professions private practice; an entity from which the substance abuse professional receives remuneration; or an entity in which the substance abuse professional has a financial interest unless such assistance is provided by a public agency; the sole source of treatment under the employee's health insurance program; or the sole source of treatment reasonably accessible to the employee.

X. SCOPE

The policies governing the referral, evaluation and treatment of employees do not apply to applicants who refuse to submit to pre-employment tests or to applicants having a verified positive pre-employment drug test result.

XI. RECORD KEEPING

a. Records to be kept for 5 years:

1. Verified positive drug test results and alcohol test results indicating an alcohol concentration of 0.02 or greater;
2. Documentation of refusal to take drug or alcohol test;
3. Driver evaluation referrals;
4. Annual calendar year summary prepared pursuant to section 382.403;
5. Records related to employees test results:
   (a) Drug Specific requirements
      (1) City's copy of the drug test chain of custody and control form;
      (2) Documents sent by the MRO to the City;
   (b) Alcohol Specific Requirements
      (1) City's copy of the alcohol test form, including test results;
   (c) Documents related to employees refusal to submit to a required test; and
   (d) Documents submitted by employees to dispute test results.

b. Records to be kept for 2 years:

1. Other records relating to the collection/testing process;
2. Training records;
3. Random selection process documents;
4. Documents related to decisions to administer reasonable suspicion tests;
5. Documents related to decisions on post-accident tests;
6. Medical explanations for the inability of a employee to provide a urine sample for testing;
7. Consolidated annual calendar year summaries;
8. Alcohol Specific Requirements
   (a) Calibration documentation for evidential breath testing devices; and
   (b) Documentation of BAT Training.

c. The City will keep negative and canceled drug test results for one year. The City will keep alcohol test results with a concentration of less than 0.02 for one year.

d. Records related to other violations of the law governing drug or alcohol programs.

e. Evaluation records including records pertaining to a substance abuse professional's determination of a driver's need for assistance; and records concerning driver's compliance with the recommendations of a substance abuse professional.

f. Education and training records including:

1. Awareness records including the City's drug and alcohol abuse policy;
2. Documentation of compliance with education requirements including each driver's signed receipt of educational materials;
3. Documentation of supervisor training for reasonable-suspicion testing; and
4. Certification that all training complies with regulatory requirements.

g. Drug testing records including:

1. Agreements with collection sites, labs, MRO's and the Consortium;
2. Names and positions of officials and their role's in the City's testing program; and
3. Monthly lab statistical summaries of urinalysis.

XII. MANAGEMENT INFORMATION SYSTEM

The City will prepare and maintain an annual calendar year summary of the results of its drug and alcohol testing program for the previous calendar year by March 15 of each year. If notified in January, the City is required to submit the report to the Federal Highway Administration by March 15.

a. Drug Specific Requirements of the Summary

1. Calendar year summaries that indicate one or more verified positive drug tests will include the following information:

   (a) Number of employees subject to part 382;
   (b) Number of employees subject to drug use rules of more than one DOT agency, organized by DOT agency;
   (c) Number of urine specimens collected, organized by type of test;
   (d) Number of positive drug tests, and type of drugs, verified by a MRO, organized by type of test;
   (e) Number of negative drug tests verified by a MRO, organized by type of test;
   (f) Number of persons denied a position by pre-employment test;
   (g) Number of employees verified positive for multiple drugs;
   (h) Number of employees who refused testing;
   (i) Number of supervisors who received drug training during the year;
   (j) Number of employees returned to duty who previously had a verified positive drug test;
   (k) Number of employees given a drug and alcohol test at the same time who had a verified positive drug test and an alcohol concentration of 0.04 or greater; and
   (l) Number of employees violating non-testing provisions of the federal regulations and any responsive action.

2. Calendar year summaries with no violations can be recorded an "EZ" report form containing:

   a. Number of drivers subject to part 382;
   b. Number of employees subject to the drug use rules of more than one DOT agency, organized by DOT agency;
   c. Number of urine specimens collected, organized by type of test;
   d. Number of negative test results verified by an MRO, organized by type of test;
   e. Number of employees who refused testing;
   f. Number of supervisors who received drug training during the year; and
   g. Number of employees returned to duty who previously had a verified positive drug test.

b. Alcohol Specific Requirements

1. Calendar year summaries that indicate one or more alcohol test result of 0.02 or greater, or any other of the alcohol misuse provisions of Subpart B will include the following information:

(a) Number of drivers subject to part 382;
(b) Number of drivers subject to testing under the alcohol misuse rules or more than one DOT agency, organized by DOT agency;
(c) Number of persons denied a position by pre-employment alcohol test;
(d) Number of employees who refused testing;
(e) Number of supervisors who received alcohol training during the year;
(f) Number of screening alcohol tests, by type of test;
(g) Number of confirmation alcohol tests, by type of test;
(h) Number of confirmation alcohol tests indicating alcohol of 0.02 or greater, but less than 0.04, by type of test;
(i) Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater, by type of test;
(j) Number of drivers returned to duty who previously engaged in prohibited alcohol misuse under these regulations;
(k) Number of drivers given a drug and alcohol test at the same time who had a verified positive drug test and an alcohol concentration of 0.04 or greater;
(l) Number of drivers violating non-testing provisions of these regulations and any responsive action.

2. Calendar Year Summaries with no alcohol screening tests of 0.02 or greater can file an "EZ" report form containing:

(a) Number of drivers subject to part 382;
(b) Number of drivers who refused testing;
(c) Number of supervisors who received alcohol training during the year;
(d) Number of screen alcohol tests by type of test; and
(e) Number of drivers returned to duty who previously engaged in prohibited alcohol misuse.

c. The consortium will prepare annual calendar year summaries and reports for the City. However, the City will sign and submit such a report and will remain responsible for ensuring the accuracy and timeliness of each report the consortium prepares on its behalf.

XIII. ACCESS TO FACILITIES AND RECORDS

a. **CITY RECORDS**. Access to facilities and records held by the City shall be as follows:

1. The City will not release driver information that is contained in drug or alcohol program records except as required by law or expressly authorized by the driver.

2. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of drugs or alcohol, including any test records. The City will promptly give these records to the driver and will not make access to the records contingent upon payment for records other than those specifically requested.

3. The City will permit access to all facilities utilized in complying with the drug and alcohol program laws to federal, state and local officials with regulatory authority over the City or its drivers.

4. The City will make all drug or alcohol test results and other program information available to federal, state and local officials with regulatory authority over the City or its drivers when requested.

5. The City will disclose information related to the City's administration of post accident tests when requested by the National Transportation Safety Board as part of a related accident investigation.

6. The City will provide records to subsequent employers upon written request from a driver and only as expressly authorized by the terms of the driver's request.

7. The City may provide information to a driver or decision maker when a grievance or other proceeding has been initiated by or on behalf of the driver which arises from the results of a drug or alcohol test given by the City, or from City's determination that the driver engaged in prohibited conduct. Such proceedings may pertain, but are not limited, to workers compensation, unemployment compensation or other benefits sought by the driver.

8. The City will release information regarding a driver's records as directed by the specific, written consent of the driver authorizing the release of the information to an identified person and only in accordance with the terms of the driver's consent.

~~8.~~9. The City will receive a "consent to query" from each employee on an annual basis to conduct the annual query requirement as set forth in the FMCSA Commercial License Drug and Alcohol Clearinghouse Database regulation.

b. **PREVIOUS EMPLOYER**. Access to records held by a previous employer are as follows:

1. The City will obtain, pursuant to a driver's consent, information on the driver's positive drug test results; alcohol test results of 0.04 or greater and refusals to be tested for drugs or alcohol within the preceding two years and

access the FMCSA Commercial License Drug and Alcohol Clearinghouse Database. The City will obtain and review this information no later than 14 days after the first time a driver performs a safety-sensitive function for the City, even if the driver stops performing safety-sensitive functions before 14 days have passed. The City may not permit a driver to perform safety-sensitive functions after 14 days without obtaining the information.

2. The City may obtain, pursuant to a driver's written consent, any of the information concerning the driver which is maintained, under this part, by the driver's previous employers.

3. The employer requesting information from previous employers within the previous 2 years must provide those employers with the driver's written authorization for release of the information.

4. Release of information may be done by any method ensuring confidentiality. The City will not use a driver for safety-sensitive functions if the City obtains information showing a verified positive drug test result; an alcohol test result of 0.04 or greater or a refusal to be tested unless the City obtains information on a subsequent substance abuse professional's evaluation.

Questions: Any employee having questions with respect to the scope of this policy and its contents may contact the Human Resources Department at 965-6408.

NEED HELP?

If you think you may have a problem with drugs or alcohol and want to talk with someone, confidential help is available.

You may contact:

EMPLOYEE AND FAMILY RESOURCES
(515) 244-6090
(800) 327-4692
www.efr.org

It is natural for employees to be apprehensive about drug and alcohol testing. The federal regulations do make every effort to protect the interests of the employee through provisions requiring privacy and procedures designed to affirm the integrity of the testing process.

For most employees, contact with the substance abuse program will be limited to information in the form of brochures, video tapes, and possible workshops, and to pre-employment and random testing.

If you have any questions about the substance abuse testing program, do not hesitate to contact:

Dawn Gean
Human Resources Director
965-6408

APPENDIX A

PROGRESSIVE DISCIPLINE FOR DRUG AND ALCOHOL ENFORCEMENT

Pursuant to the Federally mandated Omnibus transportation Employee Testing Act of 1991, the City of Ankeny has developed and implemented a drug and alcohol testing program that is aimed at protecting the safety of the employee and his/her co-workers. The following progressive discipline is specifically outlined in order to ensure a fair and consistent application of this policy.

ALCOHOL

Alcohol Concentration ≥ 0.02 < 0.04

1st Offense	Suspension for balance of day + 3 day suspension + mandatory evaluation by a Substance Abuse Professional + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

Alcohol Concentration ≥ 0.04

1st Offense	Suspension for balance of day + 5 day suspension + mandatory evaluation by a Substance Abuse Professional + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

REFUSAL TO COMPLY WITH POLICY REQUIREMENTS

1st Offense	Discharge

CONTROLLED SUBSTANCES

1st Offense	Suspension for balance of day + 5 day suspension + mandatory evaluation by a Substance Abuse Professional + 1 year random testing in addition to required follow-up testing
2nd Offense	Discharge

DRUG AND ALCOHOL TESTING ALLIANCE
SUBSTANCE ABUSE PREVENTION PROGRAM
Appendix B

Employee Positions Subject to Drug and Alcohol Testing

Name of Organization **CITY OF ANKENY**

Title or Description of Employee Position
Traffic Technicians
Equipment Operators-Streets
Park Maintenance Technicians
Utilities Operators
Sports Facilities Superintendent
Fleet Technicians
Fleet Supervisor
Street Supervisor
Public Works Operations Manager
Utilities Supervisor - Water
Utilities Supervisor - Wastewater
Utilities Superintendent - Water
Utilities Superintendent - Wastewater
Groundskeeper-Sports Complex
Golf Course Superintendent
Mechanic - Golf Course

DRUG AND ALCOHOL TESTING ALLIANCE
SUBSTANCE ABUSE PREVENTION PROGRAM
Appendix C

Local Collection Sites

The attached collection site(s) may be used by the employer in carrying out the drug and alcohol testing provisions of this program.

For ~~pre-employment and random~~ testing during normal business hours, contact one of the following:

Medix Occupational Health Services
1824 SW White Birch Circle
Ankeny, IA 50023
(515) 964-9003
Hours: 8:00 a.m. - 5:00 p.m. M-F

Unity Point Occupational Medicine-Ankeny
1810 SW White Birch Dr, Suite 111
Ankeny, IA 50023
(515) 964-6974
Hours: 8:00 a.m. - 5:00 p.m. M-F

For reasonable suspicion alcohol testing after hours or weekends, contact the following to complete on-site alcohol testing:

Ankeny Police Department
(515) 286-3333 after hours and weekends
Ask for the Ankeny Police "supervisor on duty" to call you
A certified officer will conduct the preliminary breath test (PBT)

For reasonable suspicion drug testing or post-accident drug and alcohol testing after hours or weekends, contact the following to complete on-site drug and alcohol testing:

~~ARCPoint Labs~~Mid-Iowa Occupational Testing
5911 Meredith Drive, Suite D
Urbandale, IA 50322
~~(515) 868-0306 during business hours, M-F 8:30 am-5:00 pm~~
(515) 460-0124 after hours and weekends

DRUG AND ALCOHOL TESTING ALLIANCE
SUBSTANCE ABUSE PREVENTION PROGRAM
Appendix D

Management or Supervisory Personnel
Subject to Supervisory Training

Name of Organization **CITY OF ANKENY**

Title or Description of Employee Position
Traffic Engineering Manager
Public Works Operations Manager
Fleet Supervisor
Streets Supervisor
Utilities Supervisor - Water
Utilities Supervisor - Wastewater
Utilities Superintendent - Water
Utilities Superintendent - Wastewater
Parks & Facilities Administrator
Golf Course Superintendent
Sports Facilities Superintendent

CITY OF ANKENY

DRUG AND ALCOHOL TESTING POLICY
EMPLOYEE ACKNOWLEDGEMENT OF NOTIFICATION

This acknowledgement is to be signed by each employee who is listed as a covered employee under the Drug and Alcohol Testing Policy.

I, the undersigned employee of the City of Ankeny, hereby certify that I have been informed of my obligations under 49 CFR Part 382 (the Regulations) as they pertain to work with commercial motor vehicles operated by the City.

I understand that my name and social security number have been included in a statewide pool of employees for purposes of random testing. I agree to submit to the drug and alcohol testing requirements of the Regulations through the City's Drug and Alcohol Testing Policy for Commercial Drivers.

I have received a copy of the Employer's Drug and Alcohol Testing Policy and understand the consequences of a positive drug or alcohol test. I understand that I cannot perform any job for the City which involves a safety-sensitive function if I test positive for the drugs listed in the policy, or an alcohol concentration of 0.02 or above. Additionally, I understand that I will be referred to a substance abuse professional for a positive drug test or a confirmed alcohol concentration of 0.02 or greater.

I have received educational materials and/or training on substance abuse and the community service hot-line telephone number for employee assistance.

Executed this ____ day of _____, 20___

_____

Employee

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to: Fire Engineer and Traffic Technician, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to: Fire Engineer and Traffic Technician, subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Civil Service certified lists

November 20, 2023

To The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the November 13, 2023, meeting of the Civil Service Commission, the following employees were certified eligible for promotion, subject to passing all other requirements.

Fire Engineer – Fire Department:

RANK	LAST NAME	FIRST NAME
1	Snyder	Cody
2	Jochems	Chad
3	Brose	Cameron
4	Luke	Quinten
5	Harsselaar	Tyler
6	Rinehart	Colton
7	Clear	Zach
8	White	Cole
9	Sherzan	Jenna
10	Lippert	Colton

The following applicants were certified eligible for appointment, subject to passing all other requirements:

Traffic Technician – Public Works Department:

RANK	LAST NAME	FIRST NAME
1	Thompson	Dakotah
2	Hyler	Christopher
3	Lagerblade	Walter
4	Letourneau	Isaiah
5	Miller	Martin
6	McGinnity	Tyler
7	Cox	Nickolas
8	Hawkins	Dennis
9	Cole	Daniel
10	King	Brian
11	Gomez	Che
12	Jones	Edward

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Public Sanitary Sewer Easement located on Lots 1 & 2, Delaware Centre Plat 2; and associated with the development of 2012 SE Delaware Avenue, Chase Bank site plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC SANITARY SEWER EASEMENT LOCATED ON LOTS 1 & 2 DELAWARE CENTRE PLAT 2; AND ASSOCIATED WITH THE DEVELOPMENT OF 2012 SE DELAWARE AVENUE, CHASE BANK SITE PLAN

WHEREAS, the City Council approved the final plat for Delaware Centre Plat 2 on July 7, 2003; and

WHEREAS, a Public Sanitary Sewer Easement, located on Lots 1 & 2 Delaware Centre Plat 2; associated with the development of 2012 SE Delaware Avenue, Chase Bank Site Plan, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Sanitary Sewer Easement, located on Lots 1 & 2 Delaware Centre Plat 2; associated with the development of 2012 SE Delaware Avenue, Chase Bank Site Plan is hereby accepted.

PASSED AND APPROVED this 20th day of November, 2023.

CITY OF ANKENY, IOWA

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Nathan Barber, Belin McCormick, P.C., 666 Walnut Street, Ste. 2000, Des Moines, Iowa 50309; 515-283-4676

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DLE Seven LLC, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

Refer to Exhibit-A
Lots 1&2 Delaware Centre Plat 2.

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 25th day of April, 2023

DLE SEVEN LLC:

By: _____

Name: Christian Murray

Title: Manager

STATE OF IOWA, COUNTY OF Polk**, ss:**

On this 17th day of May 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Christian Murray to me personally known, who being by me duly sworn, did say that he is Manger executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the DLE Seven LLC by it and by him voluntarily executed.

Terry L Carlson

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
TERRY L CARLSON
Commission Number 789004
My Commission Expires
3-12-2024

EXHIBIT 'A'

PUBLIC SANITARY SEWER EASEMENT

2012 SE DELAWARE AVE.,
ANKENY, IOWA 50021

PREPARED FOR:
THE ARCHITECTS PARTNERSHIP, LTD.
200 SOUTH MICHIGAN AVENUE, SUITE 1020
CHICAGO, ILLINOIS 60604
ATTN: TERRON WRIGHT
312-583-9800 X 150
EMAIL: WRIGHT@TAPCHICAGO. COM

PROPERTY OWNERS:
DENNY ELWELL FAMILY LC
2401 SE TONES DR. STE 17
ANKENY, IOWA 50021-8886
515-964-1587

LEGAL DESCRIPTION: PROPERTY

TRUSTEE WARRANTY DEED BOOK 10649, PAGE 762
LOTS 1 AND 2, DELAWARE CENTRE PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

LEGAL DESCRIPTION: EASEMENT

A PUBLIC SANITARY SEWER EASEMENT IN LOT 2, DELAWARE CENTRE PLAT 2, AN OFFICIAL PLAT RECORDED IN BOOK 10057, PAGE 551 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 44.00 FEET OF THE NORTH 74.00 FEET OF THE WEST 20.00 FEET OF THE EAST 35.00 FEET OF SAID LOT 2.

NOTES

1. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD.
   NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.

LEGEND

———	LEASE LINES
— — —	LOT LINES
———	EASEMENT LINES
●	FOUND PROPERTY CORNER
○	SET 5/8" I.R. W/BLUE CAP #18381
I.P.	IRON PIPE
I.R.	IRON ROD
P.O.B.	POINT OF BEGINNING
M.	MEASURED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
777	ADDRESS

CERTIFICATION

PROFESSIONAL LAND SURVEYOR
JEFFREY A. GADDIS
18381
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.

April 11, 2023
JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

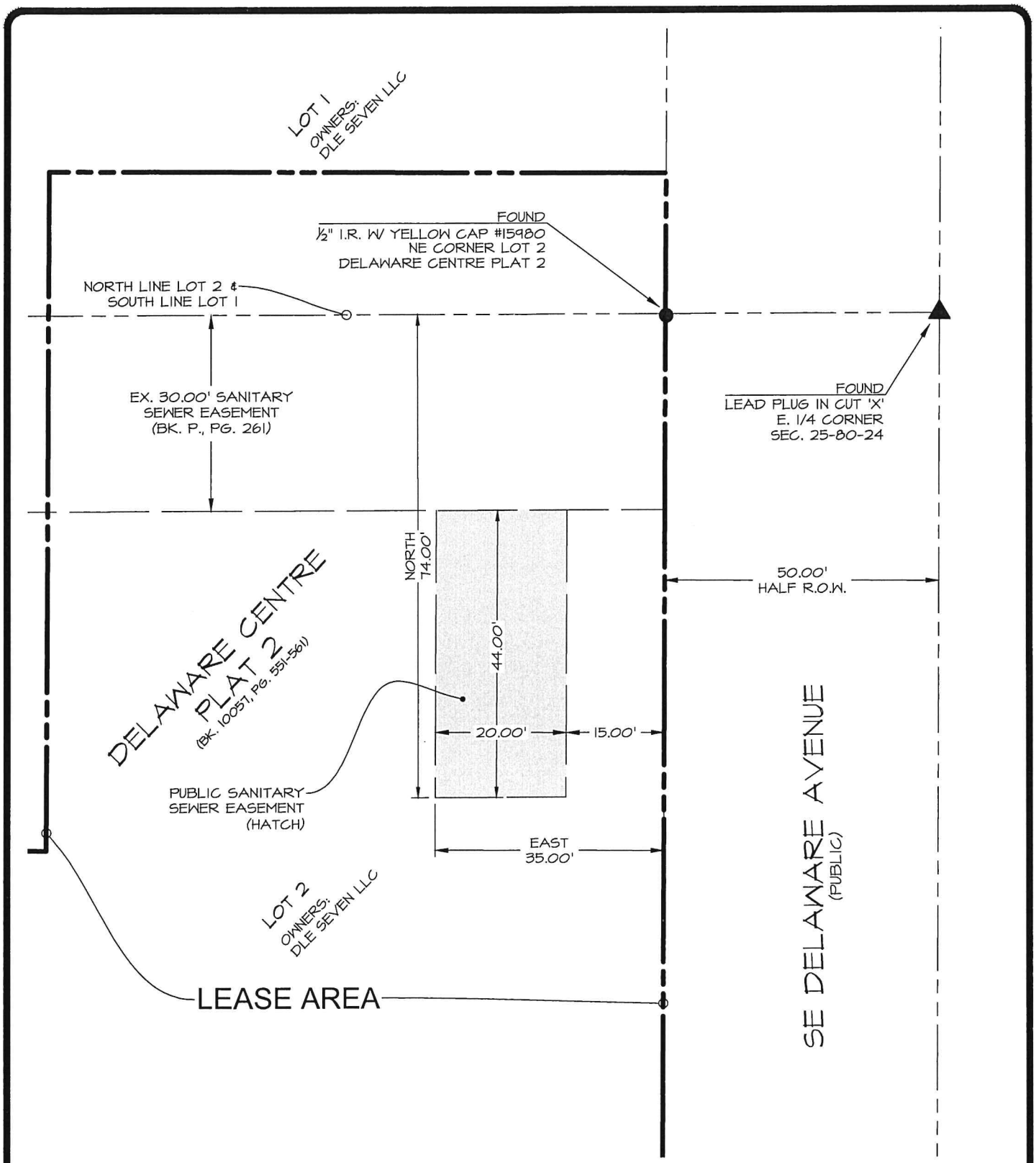
SHEETS 1 - 2

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

DATE:	April 11, 2023
DESIGNED BY:	JAG
DRAWN BY:	LJH

SHEET 1 OF 2

A-2182



CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

SCALE: 1"=20'
0' 5' 10' 15' 20' 40'

NORTH

DATE:	April 11, 2023
DESIGNED BY:	JAG
DRAWN BY:	LJH

SHEET 2 OF 2

A-2182

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve correction of the legal description in Ordinance 2131, originally approved on February 20, 2023.

EXECUTIVE SUMMARY:

City staff identified an error in the legal description included in Ordinance 2131. Once the legal description is corrected, the ordinance will be republished.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve corrected legal description.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Corrected ordinance

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY BRICKTOWNE PIPER LC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Bricktowne Piper LC., be rezoned from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District,

WHEREAS, on the 20th day of February, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property, and

WHEREAS, there was an error regarding the original legal description on Ordinance 2131 and the correct legal description should be as follows:

CORRECTED LEGAL DESCRIPTION:
A PART OF OUTLOT 'Z', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE NORTH 89'42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT 'Z', 18.46 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 202.97 FEET AND WHOSE CHORD BEARS NORTH 71'15'21" WEST, 199.47 FEET; THENCE NORTH 52'47'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 99.18 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 63.65 FEET AND WHOSE CHORD BEARS NORTH 56'12'19" WEST, 63.61 FEET; THENCE NORTH 00'14'54" EAST, 438.81 FEET TO THE NORTHERLY LINE OF SAID OUTLOT 'Z'; THENCE SOUTH 89'45'06" EAST ALONG SAID NORTHERLY LINE, 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 00'15'06" WEST ALONG THE EASTERLY LINE Of SAID OUTLOT 'Z', 596.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES (184,207 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ORIGINAL LEGAL DESCRIPTION:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this **20th**, day of **February**, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023

1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 PCC Reconstruction Program - SE Creekview Drive: Consider motion to approve: a) Final Change Order #4 decreasing the contract amount by $5,587.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Alliance Construction Group, LLC in the amount of $503,670.50; and d) Final Payment #6 in the amount of $11,349.85 and Release of Retainage in the amount of $25,183.53.

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 Alliance Construction Group, LLC for the 2023 PCC Reconstruction Program - SE Creekview Drive project.

The 2023 PCC Reconstruction Program - SE Creekview Drive 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 #4 decreasing the contract amount by $5,587.00.

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 and that the final contract amount is $503,670.50.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2023 PCC Reconstruction Program - SE Creekview Drive project and establishes the final contract amount to be $503,670.50.

4) Final Payment: Alliance Construction Group, LLC = $11,349.85

Retainage Payment: Alliance Construction Group, LLC = $25,183.53

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 #4 decreasing the contract amount by $5,587.00.

2. Accept the Certificate of Completion from the project engineer for the 2023 PCC Reconstruction Program - SE Creekview Drive project.

3. Adopt the Resolution accepting the 2023 PCC Reconstruction Program - SE Creekview Drive project with Alliance Construction Group, LLC in the final contract amount of $503,670.50; and

4. Authorize final payment to Alliance Construction Group, LLC in the amount of $11,349.85 and release of retainage payment in the amount of $25,183.53 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: The council approved a motion to adopt a Resolution accepting the proposal from Alliance Construction Group, LLC in the amount of $491,807.50 for the construction of the 2023 PCC Reconstruction Program - SE Creekview Drive project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Certificate of Completion
Pay App #6 (Final)
Change Order #4 (Final)
Resolution

CERTIFICATE OF COMPLETION

2023 PCC Reconstruction Program – SE Creekview Drive

Ankeny, Iowa

November 20, 2023

This is to certify that the construction improvements on the ***2023 PCC Reconstruction Program – SE Creekview Drive*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***$503,670.50***. I hereby recommend acceptance of the project.

Respectfully submitted,

Adam L. Lust

Adam L. Lust, P.E.
Public Works Engineering Manager
City of Ankeny
Iowa License Number 16315

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	2023 PCC Reconstruction Program - SE Creekview Drive		
Contractor:	Alliance Construction Group, LLC		
Address:	9400 Plum Drive, Suite 100, Urbandale, IA 50322		
Finance Budget Code:	916.3916.4451	**Finance Project #:**	916.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	February 20, 2023	**Vendor Account #:**	6994

Date of Council Meeting: November 20, 2023 **Payment Application #:** 6 (FINAL)

Payment Period: From: October 1, 2023 Through: October 12, 2023

Contract Summary:

Original Contract Amount:	$ 491,807.50		
Net Change by Change Orders:	$ 11,863.00		
Contract Amount to Date: (line 1 ± 2)		$ 503,670.50	
Total Completed and Stored to Date:	$ 503,670.50		
Retainage: 5 % of Completed Work:	$ 25,183.53		
Total Earned Less Retainage:		$ 478,486.97	
Less Previous Applications for Payment:		$ 461,137.12	
SUBTOTAL:			$ 17,349.85
OTHER CHARGES: (Liquidated Damages = 6 Days @ $1,000 / day for Substantial Completion)			$ (6,000.00)
CURRENT PAYMENT DUE:			**$ 11,349.85**
Balance to Finish, Including Retainage:		$ 25,183.53	

Contract Time Remaining (Substantial): (6.0) Working Days

Contract Time Remaining (Full): 4.0 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: Alliance Construction Group, LLC
Firm Name

Signature Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:

Amy Quates 11/14/2023
Signature Date

Submit to: Matthew Grgurich - Civil Engineer I

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

Date Printed: 11/1/2023

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
	EARTHWORK													
2.01	Excavation, Class 10	CY	505.00		505.00	$ 25.00	$ 12,625.00		$ -	505.00	505.00	$ 12,625.00	0.00	100.00%
2.02	Subgrade Preparation, 6" Depth	SY	3,025.00		3,025.00	$ 3.00	$ 9,075.00		$ -	3025.00	3,025.00	$ 9,075.00	0.00	100.00%
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755.00	(755.00)	0.00	$ 5.00	$ -		$ -		0.00	$ -	0.00	0.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025.00		3,025.00	$ 12.50	$ 37,812.50		$ -	3025.00	3,025.00	$ 37,812.50	0.00	100.00%
2.05	Compaction Testing	LS	1.00		1.00	$ 4,000.00	$ 4,000.00		$ -	1.00	1.00	$ 4,000.00	0.00	100.00%
	SEWERS AND DRAINS													
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830.00		830.00	$ 17.00	$ 14,110.00		$ -	830.00	830.00	$ 14,110.00	0.00	100.00%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1.00		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4.00		4.00	$ 350.00	$ 1,400.00	1.00	$ 350.00	3.00	4.00	$ 1,400.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Intake Adjustment, Minor, Single Grate	EA	1.00		1.00	$ 1,600.00	$ 1,600.00	1.00	$ 1,600.00		1.00	$ 1,600.00	0.00	100.00%
6.02	Intake Adjustment, Minor, Double Grate	EA	1.00		1.00	$ 2,100.00	$ 2,100.00		$ -	1.00	1.00	$ 2,100.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525.00		2,525.00	$ 87.50	$ 220,937.50	40.00	$ 3,500.00	2485.00	2,525.00	$ 220,937.50	0.00	100.00%
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50.00		50.00	$ 100.00	$ 5,000.00		$ -	50.00	50.00	$ 5,000.00	0.00	100.00%
7.03	Plastic Concrete Testing	LS	1.00		1.00	$ 4,500.00	$ 4,500.00		$ -	1.00	1.00	$ 4,500.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	100.00	6.00	106.00	$ 15.00	$ 1,590.00	6.00	$ 90.00	100.00	106.00	$ 1,590.00	0.00	100.00%
7.05	Removal of Driveway	SY	300.00	14.00	314.00	$ 15.00	$ 4,710.00	14.00	$ 210.00	300.00	314.00	$ 4,710.00	0.00	100.00%
7.06	Sidewalk, PCC, 4" Thick	SY	140.00	6.00	146.00	$ 58.00	$ 8,468.00	6.00	$ 348.00	140.00	146.00	$ 8,468.00	0.00	100.00%
7.07	Sidewalk, PCC, 6" Thick	SY	55.00		55.00	$ 55.00	$ 3,025.00		$ -	55.00	55.00	$ 3,025.00	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	84.00		84.00	$ 85.00	$ 7,140.00		$ -	84.00	84.00	$ 7,140.00	0.00	100.00%
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310.00	14.00	324.00	$ 60.00	$ 19,440.00	14.00	$ 840.00	310.00	324.00	$ 19,440.00	0.00	100.00%
7.10	Subbase Over-excavation, 6" Depth	SY	300.00		300.00	$ 8.00	$ 2,400.00		$ -	300.00	300.00	$ 2,400.00	0.00	100.00%
7.11	Pavement Removal, PCC	SY	2,525.00		2,525.00	$ 12.00	$ 30,300.00		$ -	2525.00	2,525.00	$ 30,300.00	0.00	100.00%
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50.00		50.00	$ 42.00	$ 2,100.00		$ -	50.00	50.00	$ 2,100.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Traffic Signal Modification, SE Creekview Drive and SE Oralabor Road	LS	1.00		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
8.02	Painted Pavement Markings, Durable	STA	3.00		3.00	$ 950.00	$ 2,850.00	3.00	$ 2,850.00		3.00	$ 2,850.00	0.00	100.00%
8.03	Grooves Cut for Pavement Markings	STA	3.00		3.00	$ 450.00	$ 1,350.00	3.00	$ 1,350.00		3.00	$ 1,350.00	0.00	100.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	$ 23,000.00	$ 23,000.00	0.10	$ 2,300.00	0.90	1.00	$ 23,000.00	0.00	100.00%
8.05	Portable Dynamic Message Sign (PDMS)	CDAY	15.00		15.00	$ 170.00	$ 2,550.00		$ -	15.00	15.00	$ 2,550.00	0.00	100.00%
8.06	Temporary Lane Separator System (TLSS)	LF	875.00		875.00	$ 14.50	$ 12,687.50		$ -	875.00	875.00	$ 12,687.50	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.50	(0.50)	0.00	$ 1,000.00	$ -		$ -		0.00	$ -	0.00	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.50	(0.50)	0.00	$ 5,000.00	$ -		$ -		0.00	$ -	0.00	0.00%
9.03	Inlet Protection Device, Surface-applied	EA	3.00		3.00	$ 200.00	$ 600.00	1.00	$ 200.00	2.00	3.00	$ 600.00	0.00	100.00%
9.04	Inlet Protection Device, Drop-in	EA	3.00		3.00	$ 200.00	$ 600.00	1.00	$ 200.00	2.00	3.00	$ 600.00	0.00	100.00%
9.05	Inlet Protection Device, Maintenance	EA	6.00	(6.00)	0.00	$ 50.00	$ -		$ -		0.00	$ -	0.00	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 40,000.00	$ 40,000.00	0.10	$ 4,000.00	0.90	1.00	$ 40,000.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	$ 3,250.00	$ 3,250.00	0.10	$ 325.00	0.90	1.00	$ 3,250.00	0.00	100.00%
11.03	Concrete Washout	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	0.05	$ 100.00	0.95	1.00	$ 2,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Clearing and Grubbing	LS	0.00	1.00	1.00	$ 2,200.00	$ 2,200.00		$ -	1.00	1.00	$ 2,200.00	0.00	100.00%
12.02	Intake, SW-505, Cast-In-Place	EA	0.00	1.00	1.00	$ 7,650.00	$ 7,650.00		$ -	1.00	1.00	$ 7,650.00	0.00	100.00%
12.03	Remove Intake	EA	0.00	1.00	1.00	$ 3,850.00	$ 3,850.00		$ -	1.00	1.00	$ 3,850.00	0.00	100.00%
12.04	Intake, SW-503, Cast-In-Place	EA	0.00	1.00	1.00	$ 3,750.00	$ 3,750.00		$ -	1.00	1.00	$ 3,750.00	0.00	100.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $ 503,670.50** **PAY PERIOD = $ 18,263.00** **COMPLETED = $ 503,670.50** **100.00%**

Date printed: 11/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	$ 8,449.06
2	July 17, 2023	$ 211,812.10
3	August 21, 2023	$ 54,769.87
4	September 18, 2023	$ 132,212.93
5	October 16, 2023	$ 53,893.16
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 461,137.12

Record of Change Orders:

No.	Date	Amount
1	June 19, 2023	$ 2,200.00
2	August 21, 2023	$ 11,500.00
3	October 16, 2023	$ 3,750.00
4	November 6, 2023	$ (5,587.00)
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CHANGE ORDER TOTAL = $ 11,863.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 1, 2023

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	56.0
Working Days Remaining:	(6.0)

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	6.0
Working Days Remaining:	4.0

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	2023 PCC Reconstruction Program - SE Creekview Drive		
Contractor:	Alliance Construction Group, LLC		
Address:	9400 Plum Drive, Suite 100, Urbandale, IA 50322		
Finance Budget Code:	916.3916.4451	**Finance Project #:**	916.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	February 20, 2023	**Vendor Account #:**	6994

Date of Council Meeting: November 20, 2023 **Change Order #:** 4 (FINAL)

Purpose of Change Order:

Item #1-8 - Balance the quantities to reflect what was measured in the field

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	(755.00)	$ 5.00	$ (3,775.00)
2	Removal of Sidewalk	SY	6.00	$ 15.00	$ 90.00
3	Removal of Driveway	SY	14.00	$ 15.00	$ 210.00
4	Sidewalk, PCC, 4" Thick	SY	6.00	$ 58.00	$ 348.00
5	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	14.00	$ 60.00	$ 840.00
6	Conventional Seeding and Fertilizing, Type 1	AC	(0.50)	$ 1,000.00	$ (500.00)
7	Erosion Control Mulching, Hydromulching, BFM	AC	(0.50)	$ 5,000.00	$ (2,500.00)
8	Inlet Protection Device, Maintenance	EA	(6.00)	$ 50.00	$ (300.00)
					$ -
					$ -

Change Order #: 4 (FINAL) **makes the following adjustments to the Contract:** **$ (5,587.00)**

Contractor Accepted: Alliance Construction Group, LLC
Firm Name

Signature Date

Engineer Approved: City of Ankeny
Firm Name

Amy Quarter 11/14/2023
Signature City Engineer Date

Owner Accepted: City of Ankeny

Signature Mayor
Title

November 20, 2023
Date

Attest for Owner:

Signature City Clerk
Title

November 20, 2023
Date

Record of Change Orders:

Original Contract Amount		**$ 491,807.50**
#	Change Order Date	Amount
1	July 17, 2023	$ 2,200.00
2	August 21, 2023	$ 11,500.00
3	October 16, 2023	$ 3,750.00
4	November 20, 2023	$ (5,587.00)
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Revised Contract Amount **$ 503,670.50**

Date Printed: 11/1/2023

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW DRIVE", 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 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW DRIVE

WHEREAS, on the **20th** day of **February**, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Alliance Construction Group, LLC** of **Urbandale, Iowa**, for the construction of certain public improvements generally described as the 2023 PCC Reconstruction Program - SE Creekview Drive; 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 **November 20**, 2023:

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 $**503,670.50**, as shown in the report of the Engineer.

PASSED AND APPROVED this **20th** day of **November**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard: Consider motion to approve: a) Final Change Order #6 decreasing the contract amount by $25,077.95; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction, Inc. in the amount of $4,022,885.08; and d) Final Payment #16 in the amount of $944.30; and Retainage Payment in the amount of $144,144.25.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Absolute Concrete Construction, Inc. on the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

The NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #6 decreasing the contract amount by $25,077.95.

b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project and establishes the final contract amount to be $4,022,885.08.

d) Final Payment: Absolute Concrete Construction, Inc. = $944.30

Retainage Payment: Absolute Concrete Construction, Inc. = $144,144.25

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 #6 decreasing the contract amount by $25,077.95.

2. Accept the Engineer's Certificate of Completion for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

3. Adopt the Resolution accepting the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in the final contract amount of $4,022,885.08.

4. Authorize Final Payment in the amount of $944.30, and Retainage Payment in the amount of $144,144.25.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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

January 18, 2022: The City Council awarded the construction project and approved the construction contract and bond.

PUBLIC OUTREACH EFFORTS:

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

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #6 (Final)
Certificate of Completion
Payment Application #16 (Final)
Resolution

Project Title:	NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard
Contractor:	Absolute Concrete Construction, Inc.
Address:	1000 West 6th Avenue, Slater, IA 50244
Finance Budget Code:	992.3992.4451 **Finance Project Code:** 992.4451
Vendor Project or Invoice #:	**PO #**
Original Contract Date:	January 18, 2022 **Vendor #** 4997

Change Order Number: 6 (FINAL)

Change Order Date: November 20, 2023

Purpose of Change Order:

Item 8.34 - Adding 3 One-Way signs in median for right-out entrances
All Other Items - Balancing of quantities as measured in the field.

Details of Change Order:

ITEM #	DIV.	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.06		Subgrade Treatment, Geogrid, Triangular	SY	-1973	$ 6.00	$ (11,838.00)
2.08		Subbase, Modified, 12 Inch Depth	SY	10	$ 28.00	$ 280.00
4.03		Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	22	$ 110.00	$ 2,420.00
4.04		Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	3.5	$ 120.00	$ 420.00
5.03		Water Main, Trenched, PVC, 8 Inch Diameter	LF	-20	$ 70.00	$ (1,400.00)
5.05		Fitting, By Weight	LB	-202	$ 12.00	$ (2,424.00)
5.16		Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	-9	$ 20.00	$ (180.00)
6.11		Intake Adjustment, Major	EA	-1	$ 1,500.00	$ (1,500.00)
6.12		Connection to Existing Intake	EA	1	$ 1,500.00	$ 1,500.00
7.01		Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	333	$ 80.00	$ 26,640.00
7.03		Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	15	$ 80.00	$ 1,200.00
8.05		Wet, Retroreflective Removable Tape Markings	STA	-29.88	$ 140.00	$ (4,183.20)
8.06		Painted Symbols and Legends, Durable	EA	1	$ 225.00	$ 225.00
8.11		Grooves Cut for Symbols and Legends	EA	1	$ 125.00	$ 125.00
8.13		Flagger	CDAY	-30	$ 750.00	$ (22,500.00)
8.14		Portable Dynamic Message Sign (PDMS)	CDAY	-3	$ 100.00	$ (300.00)
8.34		Traffic Signs	EA	3	$ 1,000.00	$ 3,000.00
9.01		Conventional Seeding and Fertilizing, Type 4	AC	-3.6	$ 750.00	$ (2,700.00)
9.02		Conventional Seeding and Fertilizing, Type 6	AC	0.29	$ 2,500.00	$ 725.00
9.04		Filter Sock, 9 Inch Diameter	LF	-3947	$ 2.75	$ (10,854.25)
9.05		Filter Socks, Removal	LF	-3947	$ 0.50	$ (1,973.50)
9.06		Erosion Control Mulching, Hydromulching, BFM	AC	-2.66	$ 3,500.00	$ (9,310.00)
9.07		Inlet Protection Device, Surface-Applied	EA	-18	$ 185.00	$ (3,330.00)
9.08		Inlet Protection Device, Drop-in	EA	68	$ 200.00	$ 13,600.00
9.09		Inlet Protection Device, Maintenance	EA	-68	$ 40.00	$ (2,720.00)
Change Order Number	**6**	**makes the following adjustments to the contract:**				**$ (25,077.95)**

Contractor Accepted: Absolute Concrete Construction, Inc.

By: [signature]

Date: 11.13.23

Engineer Approved: Snyder & Associates, Inc.

By: Jordan Stoermer Digitally signed by Jordan Stoermer DN: C=US, E=jstoermer@snyder-associates.com, O="Snyder & Associates, Inc.", OU=Project Engineer, CN=Jordan Stoermer Date: 2023.11.14 09:37:38-06'00'

Date: 11/14/2023

Owner Accepted: City of Ankeny [signature] 11/14/23

By: Title: Mayor

Date: 11/20/23

Attest for Owner:

By: Title: City Clerk

Date: 11/20/23

Record of Change Orders

#	Date	Amount
Original Contract amount		$ 3,996,224.75
1	September 19, 2022	$ 12,964.80
2	October 17, 2022	$ 2,220.00
3	December 19, 2022	$ 9,940.48
4	April 17, 2023	$ 16,956.00
5	May 15, 2023	$ 9,657.00
6	November 20, 2023	$ (25,077.95)
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Revised Contract amount		$ 4,022,885.08

CERTIFICATE OF COMPLETION

NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard

Ankeny, Iowa

November 20, 2023

This is to certify that the construction improvements on the ***NW 36th Street Widening – 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 ***$4,022,885.08***. I hereby recommend acceptance of the project.

Respectfully submitted,

Jordan M. Stoermer, P.E.
Civil Engineer
Snyder & Associates, Inc.
Iowa License Number P24485

Project Title:	NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard
Contractor:	Absolute Concrete Construction, Inc.
Address:	1000 West 6th Avenue, Slater, IA 50244
Finance Budget Code:	992.3992.4451 ***Finance Project Code:*** 992.4451
Vendor Project or Invoice #:	***PO #***
Original Contract Date:	January 18, 2022 ***Vendor #*** 4997

Date of Council Meeting 11/20/23 **PAYMENT REQUEST #** 16 (FINAL)

From: 09/02/23 through: 09/30/23

Contract Summary

Original Contract Amount:	$ 3,996,224.75			
Net change by Change Orders:	$ 26,660.33			
Contract Amount to Date: (line 1 ± 2)		$ 4,022,885.08		
Total completed and stored to date:	$ 4,022,885.08			
Retainage: 3.583 % of Completed Work:	$ 144,144.25			
Total Earned less Retainage:		$ 3,878,740.83		
Less previous applications for payment:		$ 3,820,796.53		
SUBTOTAL			$	57,944.30
OTHER CHARGES (38 Working Days Past Contract @ $1,500 / Working Day)			$	(57,000.00)
CURRENT PAYMENT DUE			$	944.30
Balance to finish, including retainage:		$ 144,144.25		
Contract Time Remaining (If applicable)	-38.0 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 Date 11.13.23

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Jordan Stoermer Digitally signed by Jordan Stoermer DN: C=US, E=jstoermer@snyder-associates.com, O="Snyder & Associates, Inc.", OU=Project Engineer, CN=Jordan Stoermer Date: 2023.11.14 09:36:21-06'00' Date 11/14/2023
Signature Date

City of Ankeny Staff Approval

Adam Lust Date 11/14/23
Signature Date

Submit to: *Adam Lust, Public Works Engineering Manager*

Email: ALust@AnkenyIowa.gov *Phone:* *515-963-3537* *Fax:* *515-963-3535*

V:\Projects\2020\120.1005.01\Construction\Pay App 16.xlsx

CONTRACT PRICE DETAIL

No.	Item Code	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	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	$ 12.00	$ 25,068.00		$ -	2089	2089	$ 25,068.00	-	100.00%
7.09	7030-A	Removal of Driveway	SY	1,759		1,759	$ 12.00	$ 21,108.00		$ -	1759	1759	$ 21,108.00	-	100.00%
7.10	7030-E	Sidewalk, PCC, 6 Inch Depth	SY	267		267	$ 60.00	$ 16,020.00		$ -	267	267	$ 16,020.00	-	100.00%
7.11	7030-E	Sidewalk, PCC, 5 Inch Depth	SY	990		990	$ 50.00	$ 49,500.00		$ -	990	990	$ 49,500.00	-	100.00%
7.12	7030-E	Sidewalk, PCC, 4 Inch Depth	SY	809		809	$ 50.00	$ 40,450.00		$ -	809	809	$ 40,450.00	-	100.00%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185		185	$ 150.00	$ 27,750.00		$ -	185	185	$ 27,750.00	-	100.00%
7.14	7030-G	Detectable Warning, Galvanized Steel	SF	415		415	$ 55.00	$ 22,825.00		$ -	415	415	$ 22,825.00	-	100.00%
7.15	7030-H-1	Driveway, Paved, PCC, 7 Inch Depth	SY	808		808	$ 80.00	$ 64,640.00		$ -	808	808	$ 64,640.00	-	100.00%
7.16	7030-H-2	Driveway, Granular, 6 Inch	TON	25		25	$ 45.00	$ 1,125.00		$ -	25	25	$ 1,125.00	-	100.00%
7.17	7040-H	Pavement Removal	SY	3,004		3,004	$ 16.00	$ 48,064.00		$ -	3004	3004	$ 48,064.00	-	100.00%
7.18	7040-I	Curb and Gutter Removal	LF	3,461		3,461	$ 20.00	$ 69,220.00		$ -	3461	3461	$ 69,220.00	-	100.00%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1		1	$ 230,000.00	$ 230,000.00		$ -	1	1	$ 230,000.00	-	100.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1		1	$ 255,000.00	$ 255,000.00		$ -	1	1	$ 255,000.00	-	100.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	$ 6,000.00	$ 6,000.00		$ -	1	1	$ 6,000.00	-	100.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	$ 100.00	$ 24,300.00		$ -	243	243	$ 24,300.00	-	100.00%
8.05	8020-F	Wet, Retroreflective Removable Tape Markings	STA	44	(29.88)	14	$ 140.00	$ 1,976.80		$ -	14.12	14.12	$ 1,976.80	-	100.00%
8.06	8020-G	Painted Symbols and Legends, Durable	EA	32	1	33	$ 225.00	$ 7,425.00		$ -	33	33	$ 7,425.00	-	100.00%
8.07	8020-J	Raised Pavement Markers	EA	245		245	$ 9.50	$ 2,327.50		$ -	245	245	$ 2,327.50	-	100.00%
8.08	8020-K	Pavement Markings Removed	STA	147		147	$ 85.00	$ 12,495.00		$ -	147	147	$ 12,495.00	-	100.00%
8.09	8020-L	Symbols and Legends Removed	EA	11		11	$ 125.00	$ 1,375.00		$ -	11	11	$ 1,375.00	-	100.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200		200	$ 85.00	$ 17,000.00		$ -	200	200	$ 17,000.00	-	100.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32	1	33	$ 125.00	$ 4,125.00		$ -	33	33	$ 4,125.00	-	100.00%
8.12	8030-A	Temporary Traffic Control	LS	1		1	$ 50,000.00	$ 50,000.00		$ -	1	1	$ 50,000.00	-	100.00%
8.13	8030-999-A	Flagger	CDAY	30	(30)	-	$ 750.00	$ -		$ -	0	0	$ -	-	100.00%
8.14	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	70	(3)	67	$ 100.00	$ 6,700.00		$ -	67	67	$ 6,700.00	-	100.00%
8.15	8999-A	Fiber Optic Cable, 96-CNT	LF	3,130		3,130	$ 3.00	$ 9,390.00		$ -	3130	3130	$ 9,390.00	-	100.00%
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660		2,660	$ 12.00	$ 31,920.00		$ -	2660	2660	$ 31,920.00	-	100.00%
8.17	8999-B	Fiber Optic Splice	EA	102		102	$ 55.00	$ 5,610.00		$ -	102	102	$ 5,610.00	-	100.00%
8.18	8999-B	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1		1	$ 1,200.00	$ 1,200.00		$ -	1	1	$ 1,200.00	-	100.00%
8.19	8999-B	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3		3	$ 1,500.00	$ 4,500.00		$ -	3	3	$ 4,500.00	-	100.00%
8.20	8999-B	Splice Case	EA	1		1	$ 650.00	$ 650.00		$ -	1	1	$ 650.00	-	100.00%
8.21	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1		1	$ 121.00	$ 121.00		$ -	1	1	$ 121.00	-	100.00%
8.22	8999-B	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1		1	$ 450.00	$ 450.00		$ -	1	1	$ 450.00	-	100.00%
8.23	8999-B	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1		1	$ 550.00	$ 550.00		$ -	1	1	$ 550.00	-	100.00%
8.24	8999-B	CCH Cassette, 12 Ct, CCH-CS12-A9-P00RE	EA	3		3	$ 498.00	$ 1,494.00		$ -	3	3	$ 1,494.00	-	100.00%
8.25	8999-B	Fiber Hub Cabinet Footing	EA	1		1	$ 1,800.00	$ 1,800.00		$ -	1	1	$ 1,800.00	-	100.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1		1	$ 950.00	$ 950.00		$ -	1	1	$ 950.00	-	100.00%
8.27	8999-D	Traffic Signs, Removals and Installation	LS	1		1	$ 20,000.00	$ 20,000.00		$ -	1	1	$ 20,000.00	-	100.00%
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	3.6	(3.6)	-	$ 750.00	$ -		$ -	0	0	$ -	-	100.00%
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	3.6	0.29	3.9	$ 2,500.00	$ 9,725.00		$ -	3.89	3.89	$ 9,725.00	-	100.00%
9.03	9020-A	Sod	SQ	9		9	$ 200.00	$ 1,800.00	9	$ 1,800.00	0	9	$ 1,800.00	-	100.00%
9.04	9040-D-1	Filter Sock, 9 Inch Diameter	LF	5,435	(3,947)	1,488	$ 2.75	$ 4,092.00		$ -	1488	1488	$ 4,092.00	-	100.00%
9.05	9040-D-2	Filter Socks, Removal	LF	5,435	(3,947)	1,488	$ 0.50	$ 744.00	1488	$ 744.00	0	1488	$ 744.00	-	100.00%
9.06	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	7.2	(2.66)	4.5	$ 3,500.00	$ 15,890.00	-1.3	$ (4,550.00)	5.84	4.54	$ 15,890.00	-	100.00%
9.07	9040-T-1	Inlet Protection Device, Surface-Applied	EA	28	(18)	10	$ 185.00	$ 1,850.00		$ -	10	10	$ 1,850.00	-	100.00%
9.08	9040-T-1	Inlet Protection Device, Drop-in	EA	38	68	106	$ 200.00	$ 21,200.00		$ -	106	106	$ 21,200.00	-	100.00%
9.09	9040-T-2	Inlet Protection Device, Maintenance	EA	76	(68)	8	$ 40.00	$ 320.00		$ -	8	8	$ 320.00	-	100.00%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CY	39		39	$ 450.00	$ 17,550.00		$ -	39	39	$ 17,550.00	-	100.00%
11.01	11,020-A	Mobilization	LS	1		1	$ 280,000.00	$ 280,000.00		$ -	1	1	$ 280,000.00	-	100.00%
11.02	11,040-B	Temporary Granular Sidewalk	SY	300		300	$ 20.00	$ 6,000.00		$ -	300	300	$ 6,000.00	-	100.00%
11.03	11,050-A	Concrete Washout, Roll-off Container	LS	1		1	$ 10,000.00	$ 10,000.00		$ -	1	1	$ 10,000.00	-	100.00%
11.04	11,999-A	Remove, Salvage, and Relocate Mailbox	EA	2		2	$ 1,750.00	$ 3,500.00		$ -	2	2	$ 3,500.00	-	100.00%

CONTRACT PRICE DETAIL

No.	Item Code	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	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
2.01	2010-A	Clearing and Grubbing	UNIT	42.5		42.5	$ 155.00	$ 6,587.50		$ -	42.5	42.5	$ 6,587.50	-	100.00%
2.02	2010-D-1	Topsoil, On-site, 6 Inch Depth	CY	3,244		3,244	$ 18.00	$ 58,392.00		$ -	3244	3244	$ 58,392.00	-	100.00%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	$ 10.00	$ 71,250.00		$ -	7125	7125	$ 71,250.00	-	100.00%
2.04	2010-G	Subgrade Preparation, 6 Inch Depth	SY	14,816		14,816	$ 2.50	$ 37,090.00		$ -	14816	14816	$ 37,090.00	-	100.00%
2.05	2010-G	Subgrade Preparation, 12 Inch Depth	SY	5,379		5,379	$ 4.00	$ 21,516.00		$ -	5379.0	5379.0	$ 21,516.00	-	100.00%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SY	2,000	(1,973)	27	$ 6.00	$ 162.00		$ -	27	27	$ 162.00	-	100.00%
2.07	2010-I	Subbase, Modified, 8 Inch Depth	SY	15,527		15,527	$ 13.00	$ 201,851.00		$ -	15527	15527	$ 201,851.00	-	100.00%
2.08	2010-I	Subbase, Modified, 12 Inch Depth	SY	130	10	140	$ 28.00	$ 3,920.00		$ -	140	140	$ 3,920.00	-	100.00%
2.09	2010-L	Compaction Testing	LS	1		1	$ 5,000.00	$ 5,000.00		$ -	1	1	$ 5,000.00	-	100.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	$ 1,500.00	$ 1,500.00		$ -	1	1	$ 1,500.00	-	100.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448		448	$ 60.00	$ 26,880.00		$ -	448	448	$ 26,880.00	-	100.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16		16	$ 100.00	$ 1,600.00		$ -	16	16	$ 1,600.00	-	100.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132	22	154	$ 110.00	$ 16,940.00		$ -	154	154	$ 16,940.00	-	100.00%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16	3.5	19.5	$ 120.00	$ 2,340.00		$ -	19.5	19.5	$ 2,340.00	-	100.00%
4.05	4020-A-1	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8		8	$ 150.00	$ 1,200.00		$ -	8	8	$ 1,200.00	-	100.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440		440	$ 20.00	$ 8,800.00		$ -	440	440	$ 8,800.00	-	100.00%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153		3,153	$ 12.00	$ 37,836.00		$ -	3153	3153	$ 37,836.00	-	100.00%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1		1	$ 500.00	$ 500.00		$ -	1	1	$ 500.00	-	100.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	$ 350.00	$ 13,300.00		$ -	38	38	$ 13,300.00	-	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615		2,615	$ 80.00	$ 209,200.00		$ -	2615	2615	$ 209,200.00	-	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40		40	$ 75.00	$ 3,000.00		$ -	40	40	$ 3,000.00	-	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85	(20)	65	$ 70.00	$ 4,550.00		$ -	65	65	$ 4,550.00	-	100.00%
5.04	5010-A-2	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50		50	$ 300.00	$ 15,000.00		$ -	50	50	$ 15,000.00	-	100.00%
5.05	5010-C-1	Fitting, By Weight	LB	1,858	(202)	1,656	$ 12.00	$ 19,872.00		$ -	1656	1656	$ 19,872.00	-	100.00%
5.06	5020-A	Valve, Gate, 12 Inch Diameter	EA	4		4	$ 4,000.00	$ 16,000.00		$ -	4	4	$ 16,000.00	-	100.00%
5.07	5020-A	Valve, Gate, 10 Inch Diameter	EA	1		1	$ 3,500.00	$ 3,500.00		$ -	1	1	$ 3,500.00	-	100.00%
5.08	5020-A	Valve, Gate, 8 Inch Diameter	EA	1		1	$ 3,000.00	$ 3,000.00		$ -	1	1	$ 3,000.00	-	100.00%
5.09	5020-A	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1		1	$ 2,500.00	$ 2,500.00		$ -	1	1	$ 2,500.00	-	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 Inch	EA	1		1	$ 7,500.00	$ 7,500.00		$ -	1	1	$ 7,500.00	-	100.00%
5.11	5020-B	Service Saddle Tap, 2 Inch Diameter	EA	1		1	$ 2,500.00	$ 2,500.00		$ -	1	1	$ 2,500.00	-	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	$ 5,500.00	$ 11,000.00		$ -	2	2	$ 11,000.00	-	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	$ 500.00	$ 2,000.00		$ -	4	4	$ 2,000.00	-	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	$ 1,500.00	$ 1,500.00		$ -	1	1	$ 1,500.00	-	100.00%
5.15	5020-J	Valve Removal	EA	2		2	$ 500.00	$ 1,000.00		$ -	2	2	$ 1,000.00	-	100.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77	(9)	68	$ 20.00	$ 1,360.00		$ -	68	68	$ 1,360.00	-	100.00%
5.17	5010-999-B	Filling and Plugging Water Main, 12 Inch Diameter	LF	93		93	$ 50.00	$ 4,650.00		$ -	93	93	$ 4,650.00	-	100.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	$ 500.00	$ 1,000.00		$ -	2	2	$ 1,000.00	-	100.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	$ 1,500.00	$ 3,000.00		$ -	2	2	$ 3,000.00	-	100.00%
5.20	5999-A	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445		445	$ 45.00	$ 20,025.00		$ -	445	445	$ 20,025.00	-	100.00%
5.21	5999-B	12 Inch Ground Box	EA	4		4	$ 1,000.00	$ 4,000.00		$ -	4	4	$ 4,000.00	-	100.00%
6.01	6010-A	Manhole, SW-401, 48 Inch Diameter	EA	4		4	$ 3,500.00	$ 14,000.00		$ -	4	4	$ 14,000.00	-	100.00%
6.02	6010-A	Manhole, SW-401, 60 Inch Diameter	EA	2		2	$ 5,000.00	$ 10,000.00		$ -	2	2	$ 10,000.00	-	100.00%
6.03	6010-A	Manhole, SW-401, 72 Inch Diameter	EA	1		1	$ 8,000.00	$ 8,000.00		$ -	1	1	$ 8,000.00	-	100.00%
6.04	6010-B	Intake, SW-501	EA	4		4	$ 3,000.00	$ 12,000.00		$ -	4	4	$ 12,000.00	-	100.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	$ 2,500.00	$ 2,500.00		$ -	1	1	$ 2,500.00	-	100.00%
6.06	6010-B	Intake, SW-503	EA	2		2	$ 4,500.00	$ 9,000.00		$ -	2	2	$ 9,000.00	-	100.00%
6.07	6010-B	Intake, SW-505	EA	6		6	$ 4,000.00	$ 24,000.00		$ -	6	6	$ 24,000.00	-	100.00%
6.08	6010-B	Intake, SW-506, Modified	EA	1		1	$ 8,500.00	$ 8,500.00		$ -	1	1	$ 8,500.00	-	100.00%
6.09	6010-E	Intake Adjustment, Minor	EA	7		7	$ 500.00	$ 3,500.00		$ -	7	7	$ 3,500.00	-	100.00%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	$ 1,500.00	$ 4,500.00		$ -	3	3	$ 4,500.00	-	100.00%
6.11	6010-F	Intake Adjustment, Major	EA	3	(1)	2	$ 1,500.00	$ 3,000.00		$ -	2	2	$ 3,000.00	-	100.00%
6.12	6010-G	Connection to Existing Intake	EA	1	1	2	$ 1,500.00	$ 3,000.00		$ -	2	2	$ 3,000.00	-	100.00%
6.13	6010-H	Remove Manhole	EA	4		4	$ 1,500.00	$ 6,000.00		$ -	4	4	$ 6,000.00	-	100.00%
6.14	6010-H	Remove Intake	EA	11		11	$ 1,500.00	$ 16,500.00		$ -	11	11	$ 16,500.00	-	100.00%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445	333	16,778	$ 80.00	$ 1,342,240.00		$ -	16778	16778	$ 1,342,240.00	-	100.00%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003		1,003	$ 85.00	$ 85,255.00		$ -	1003	1003	$ 85,255.00	-	100.00%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45	15	60	$ 80.00	$ 4,800.00		$ -	60	60	$ 4,800.00	-	100.00%
7.04	7010-F	Beam Curb	LF	337		337	$ 30.00	$ 10,110.00		$ -	337	337	$ 10,110.00	-	100.00%
7.05	7010-G	Concrete Median, 6 Inch Depth	SY	669		669	$ 80.00	$ 53,520.00		$ -	669	669	$ 53,520.00	-	100.00%
7.06	7010-G	Concrete Median, Doweled, 6 Inch Depth	SY	154		154	$ 150.00	$ 23,100.00		$ -	154	154	$ 23,100.00	-	100.00%
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	$ 16,000.00	$ 16,000.00		$ -	1	1	$ 16,000.00	-	100.00%

CONTRACT PRICE DETAIL

No.	Item Code	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	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
Change Order															
4.10	4020-999-A	Storm Pipe Collar	EA		2	2	$ 1,431.90	$ 2,863.80		$ -	2	2	$ 2,863.80	-	100.00%
8.28	8999-E	Traffic Signal Foundation Casings	EA		2	2	$ 3,108.00	$ 6,216.00		$ -	2	2	$ 6,216.00	-	100.00%
5.20	5020-B	Water Service Stubs, 1 Inch Dia., Copper	EA		1	1	$ 3,885.00	$ 3,885.00		$ -	1	1	$ 3,885.00	-	100.00%
8.29	8999-F	Temporary Pedestrian Push Buttons	EA		4	4	$ 555.00	$ 2,220.00		$ -	4	4	$ 2,220.00	-	100.00%
8.30	8020-B	Painted Pavement Markings, Solvent	STA		86	86	$ 47.18	$ 4,057.48		$ -	86	86	$ 4,057.48	-	100.00%
8.31	8020-G	Painted Symbols and Legends, Solvent	EA		22	22	$ 138.75	$ 3,052.50		$ -	22	22	$ 3,052.50	-	100.00%
8.32	8030-A	Temporary Traffic Control - Winter Shutdown	LS		1	1	$ 1,665.00	$ 1,665.00		$ -	1	1	$ 1,665.00	-	100.00%
8.33	8999-G	Traffic Signs, Installation and Removal	EA		7	7	$ 166.50	$ 1,165.50		$ -	7	7	$ 1,165.50	-	100.00%
2.11	2999-A	Rock Safety Edge	TON		330	330	$ 24.80	$ 8,184.00		$ -	330	330	$ 8,184.00	-	100.00%
7.19	7010-A	Temporary PCC Connections	SY		68	68	$ 129.00	$ 8,772.00		$ -	68	68	$ 8,772.00	-	100.00%
11.05	11,999-B	ST-28 Modifications and Grading	LS		1	1	$ 9,657.00	$ 9,657.00		$ -	1	1	$ 9,657.00	-	100.00%
8.34	8999-H	Traffic Signs	EA		3	3	$ 1,000.00	$ 3,000.00	1	$ 3,000.00	0	3	$ 3,000.00	-	100.00%
		TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 4,022,885.08		$ 994.00			$ 4,022,885.08		100.00%

Previous Applications for Payment

#	Date		Amount
1	5/16/2022	$	51,424.45
2	6/20/2022	$	120,489.26
3	7/18/2022	$	475,828.78
4	8/15/2022	$	256,068.32
5	9/19/2022	$	623,729.53
6	10/17/2022	$	546,415.68
7	11/21/2022	$	304,390.02
8	12/19/2022	$	287,612.83
9	1/3/2023	$	25,701.29
10	4/17/2023	$	58,996.47
11	5/15/2023	$	112,265.11
12	6/19/2023	$	170,817.65
13	7/17/2023	$	271,619.25
14	8/21/2023	$	346,030.56
15	9/18/2023	$	169,407.33
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TOTAL $ 3,820,796.53

Please update Payment Application Sheet

Record of Change Orders

#	Date		Amount
1	9/19/2022	$	12,964.80
2	10/17/2022	$	2,220.00
3	12/19/2022	$	9,940.48
4	4/14/2023	$	16,956.00
5	5/5/2023	$	9,657.00
6	11/20/2023	$	(25,077.95)
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20			
	TOTAL	$	26,660.33

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	24
Contract Time to Date:	202.0
Time Used to Date:	123%
Contract Time Remaining:	-23%

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NW 36TH STREET WIDENING - NW ASH DRIVE TO NORTH ANKENY BOULEVARD

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 NW 36th Street Widening - 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 **November 20, 2023**:

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 $**4,022,885.08**, as shown in the report of the Engineer.

PASSED AND APPROVED this **20th** day of **November**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Uptown Parking Improvements: Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $12,011.62; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Caliber Concrete, LLC in the amount of $179,014.17; and d) Final Payment #2 in the amount of $9,937.43 and Release of Retainage in the amount of $8,950.71.

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 Caliber Concrete, LLC for the Uptown Parking Improvements Project.

The Uptown Parking Improvements 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 #2 decreasing the contract amount by $12,011.62.

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 and that the final contract amount is $179,014.17.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the Uptown Parking Improvements Project and establishes the final contract amount to be $179,014.17.

4) Final Payment: Caliber Concrete LLC = $9,937.43

Retainage Payment: Caliber Concrete LLC = $8,950.71

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 #1 decreasing the contract amount by $12,011.62.

2. Accept the Certificate of Completion from the project engineer for the Uptown Ankeny Parking Improvements Project.

3. Adopt the Resolution accepting the Uptown Ankeny Parking Improvements Project with Caliber Concrete LLC in the final contract amount of $179,014.17; and

4. Authorize final payment to Caliber Concrete LLC in the amount of $9,937.43 and release of retainage payment in the amount of $8,950.71 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 3, 2023: The council approved a motion to adopt a Resolution accepting the proposal from Caliber Concrete LLC in the amount of $188,967.79 for the construction of the Uptown Ankeny Parking Improvements Project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #2 (Final)
Certificate of Completion
Payment Application #2 (Final)
Resolution

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title: Uptown Parking Improvements
Contractor: Caliber Concrete LLC
Address: 309 Audubon Street, Adair, Iowa 50002
Finance Budget Code: 975.3975.4451 **Finance Project #** 975.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: July 3, 2023 **Vendor #** 10157

Change Order Number: 2 (FINAL)

Change Order Date: November 20, 2023

Purpose of Change Order:

All items - Balancing of quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.05	Subgrade Treatment, Geogrid	SY	(100.00)	$ 10.00	$ (1,000.00)
6.03	Intake Adjustment, Minor	EA	(1.00)	$ 1,375.00	$ (1,375.00)
7.01	Pavement, PCC, 7in., C-SUD	SY	(113.00)	$ 55.28	$ (6,246.64)
7.02	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	27.00	$ 49.19	$ 1,328.13
7.03	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	2.00	$ 52.12	$ 104.24
7.06	Sidewalk, PCC, 5 in.	SY	7.00	$ 61.42	$ 429.94
7.07	Sidewalk, PCC, 6 in.	SY	8.00	$ 68.42	$ 547.36
7.08	Detectable Warnings, Galvanized Steel	SF	(10.00)	$ 75.00	$ (750.00)
7.09	Removal of Existing Pavement	SY	112.00	$ 1.55	$ 173.60
7.10	Curb and Gutter Removal	LF	51.00	$ 11.00	$ 561.00
8.01	Pavement Markings, Waterborne, White	STA	1.35	$ 425.00	$ 573.75
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	(0.15)	$ 5,000.00	$ (750.00)
9.03	Hydraulic Mulching, BFM	AC	(0.15)	$ 7,500.00	$ (1,125.00)
9.04	Wattle, Straw, 9 in.	LF	(936.00)	$ 2.00	$ (1,872.00)
9.05	Wattle, Removal	LF	(936.00)	$ 1.00	$ (936.00)
9.06	Inlet Protection Device, Surface-Applied	EA	(5.00)	$ 100.00	$ (500.00)
9.07	Inlet Protection Device, Drop-In	EA	(5.00)	$ 165.00	$ (825.00)
9.08	Inlet Protection Device, Maintenance	EA	(10.00)	$ 35.00	$ (350.00)

Change Order Number: 2 (FINAL) makes the following adjustments to the Contract: $ (12,011.62)

Contractor Accepted: Caliber Concrete LLC
Firm Name
Signature — Date 11/14/23

Engineer Approved: City of Ankeny
Firm Name
Adam Luss — Signature — Date 11/14/23

Owner Accepted: City of Ankeny
Signature — Title: Mayor
Date

Attest for Owner:
Signature — Title: City Clerk
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 188,967.79
1	October 16, 2023	$ 2,058.00
2	November 20, 2023	$ (12,011.62)
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Revised Contract Amount $ 179,014.17

Date Printed: 11/8/2023

CERTIFICATE OF COMPLETION

Uptown Parking Improvements

Ankeny, Iowa

November 20, 2023

MSA Professional Services' scope of services for this project included field survey, public improvement design, material submittal review, construction staking, and as-built survey. Based upon this knowledge and the information provided by the City of Ankeny, the construction improvements on the ***Uptown Parking Improvements*** project have been completed in substantial conformance with the plans and specifications for the project. MSA Professional Services has no knowledge of items related to construction observation or certain construction administration items such as field and laboratory testing. The final contract amount is ***$179,014.17***. I hereby recommend acceptance of the project.

Respectfully submitted,

Nichole Sungren

Nichole Sungren, P.E.
Project Manager
MSA Professional Services, Inc.
Iowa License Number 18431

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Uptown Parking Improvements		
Contractor:	Caliber Concrete LLC		
Address:	309 Audubon Street, Adair, Iowa 50002		
Finance Budget Code:	975.3975.4451	**Finance Project #**	975.4451
Vendor Project or Invoice #:		**PO #**	
Original Contract Date:	July 3, 2023	**Vendor #**	10157

Date of Council Meeting: November 20, 2023 **PAYMENT REQUEST #** 2 (FINAL)

PAYMENT PERIOD: From: October 1, 2023 Through: November 4, 2023

Contract Summary

Original Contract Amount:	$ 188,967.79		
Net change by Change Orders:	$ (9,953.62)		
Contract Amount to Date: (line 1 ± 2)		$ 179,014.17	
Total completed and stored to date:	$ 179,014.17		
Retainage: 5 % of Completed Work:	$ 8,950.71		
Total Earned less Retainage:		$ 170,063.46	
Less previous applications for payment:		$ 160,126.03	
SUBTOTAL			$ 9,937.43
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 9,937.43
Balance to finish, including retainage:		$ 8,950.71	
Contract Time Remaining (If applicable)	5.00 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: Caliber Concrete LLC
Firm Name

Signature Date 11/14/23

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Adam Lust Date 11/14/23

Submit to: *Adam L. Lust, P.E. - Public Works Engineering Manager*

E-mail: ALust@Ankenylowa.gov *Phone:* *(515) 963-3537* *Fax:* *(515) 963-3537*

Date Printed: 11/8/2023

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, On-Site	CY	202.00		202.00	$ 25.00	$ 5,050.00	0.00	$ -	202.00	202.00	$ 5,050.00	0.00	100.00%
2.02	Excavation, Class 10	CY	61.00		61.00	$ 40.00	$ 2,440.00	0.00	$ -	61.00	61.00	$ 2,440.00	0.00	100.00%
2.03	Excavation, Class 10, Borrow	CY	44.00		44.00	$ 60.00	$ 2,640.00	0.00	$ -	44.00	44.00	$ 2,640.00	0.00	100.00%
2.04	Subgrade Preparation, 6 in.	SY	1,327.00		1,327.00	$ 3.25	$ 4,312.75	0.00	$ -	1327.00	1,327.00	$ 4,312.75	0.00	100.00%
2.05	Subgrade Treatment, Geogrid	SY	100.00	(100.00)	0.00	$ 10.00	$ -	0.00	$ -		0.00	$ -	0.00	0.00%
2.06	Compacting Testing	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
	WATER MAINS AND APPURTENANCES													
5.01	Fire Hydrant Relocation	EA	1.00		1.00	$ 11,550.00	$ 11,550.00	0.00	$ -	1.00	1.00	$ 11,550.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Intake, SW-511, Cast-In-Place	EA	1.00		1.00	$ 8,550.00	$ 8,550.00	0.00	$ -	1.00	1.00	$ 8,550.00	0.00	100.00%
6.02	Manhole Adjustment, Minor	EA	2.00		2.00	$ 2,200.00	$ 4,400.00	0.00	$ -	2.00	2.00	$ 4,400.00	0.00	100.00%
6.03	Intake Adjustment, Minor	EA	1.00	(1.00)	0.00	$ 1,375.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, 7 in., C-SUD	SY	990.00	(113.00)	877.00	$ 55.28	$ 48,480.56	0.00	$ -	877.00	877.00	$ 48,480.56	0.00	100.00%
7.02	PCC Curb and Gutter, 2.0 ft., 6in.	LF	178.00	27.00	205.00	$ 49.19	$ 10,083.95	0.00	$ -	205.00	205.00	$ 10,083.95	0.00	100.00%
7.03	PCC Curb and Gutter, 2.5 ft., 6in.	LF	71.00	2.00	73.00	$ 52.12	$ 3,804.76	0.00	$ -	73.00	73.00	$ 3,804.76	0.00	100.00%
7.04	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	0.00	$ -	1.00	1.00	$ 3,500.00	0.00	100.00%
7.05	Removal of Sidewalk	SY	184.00		184.00	$ 1.55	$ 285.20	0.00	$ -	184.00	184.00	$ 285.20	0.00	100.00%
7.06	Sidewalk, PCC, 5 in.	SY	375.00	7.00	382.00	$ 61.42	$ 23,462.44	0.00	$ -	382.00	382.00	$ 23,462.44	0.00	100.00%
7.07	Sidewalk, PCC, 6 in.	SY	35.00	8.00	43.00	$ 68.42	$ 2,942.06	0.00	$ -	43.00	43.00	$ 2,942.06	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	40.00	(10.00)	30.00	$ 75.00	$ 2,250.00	0.00	$ -	30.00	30.00	$ 2,250.00	0.00	100.00%
7.09	Removal of Existing Pavement	SY	392.00	112.00	504.00	$ 1.55	$ 781.20	64.00	$ 99.20	440.00	504.00	$ 781.20	0.00	100.00%
7.10	Curb and Gutter Removal	LF	196.00	51.00	247.00	$ 11.00	$ 2,717.00	0.00	$ -	247.00	247.00	$ 2,717.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Pavement Markings, Waterborne, White	STA	6.50	1.35	7.85	$ 425.00	$ 3,336.25	7.85	$ 3,336.25	0.00	7.85	$ 3,336.25	0.00	100.00%
8.02	Painted Symbols and Legends, Waterborne	EA	2.00		2.00	$ 250.00	$ 500.00	2.00	$ 500.00	0.00	2.00	$ 500.00	0.00	100.00%
8.03	Pavement Markings Removed	STA	1.20		1.20	$ 750.00	$ 900.00	1.20	$ 900.00	0.00	1.20	$ 900.00	0.00	100.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	$ 500.00	$ 500.00	0.25	$ 125.00	0.75	1.00	$ 500.00	0.00	100.00%
8.05	Traffic Signs	EA	5.00		5.00	$ 200.00	$ 1,000.00	5.00	$ 1,000.00	0.00	5.00	$ 1,000.00	0.00	100.00%
8.06	U-Shaped Rail Steel Posts	LF	40.00		40.00	$ 31.25	$ 1,250.00	40.00	$ 1,250.00	0.00	40.00	$ 1,250.00	0.00	100.00%
8.07	Remove and Salvage Traffic Sign Assembly	EA	5.00		5.00	$ 200.00	$ 1,000.00	5.00	$ 1,000.00	0.00	5.00	$ 1,000.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	(0.15)	0.00	$ 5,000.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
9.02	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15		0.15	$ 7,500.00	$ 1,125.00	0.15	$ 1,125.00	0.00	0.15	$ 1,125.00	0.00	100.00%
9.03	Hydraulic Mulching, BFM	AC	0.30	(0.15)	0.15	$ 7,500.00	$ 1,125.00	0.15	$ 1,125.00	0.00	0.15	$ 1,125.00	0.00	100.00%
9.04	Wattle, Straw, 9 in.	LF	936.00	(936.00)	0.00	$ 2.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
9.05	Wattle, Removal	LF	936.00	(936.00)	0.00	$ 1.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
9.06	Inlet Protection Device, Surface-Applied	EA	5.00	(5.00)	0.00	$ 100.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
9.07	Inlet Protection Device, Drop-In	EA	5.00	(5.00)	0.00	$ 165.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	10.00	(10.00)	0.00	$ 35.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 24,470.00	$ 24,470.00	0.00	$ -	1.00	1.00	$ 24,470.00	0.00	100.00%
11.02	Concrete Washout, Roll-Off Container	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	0.00	$ -	1.00	1.00	$ 2,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Remove Intake	EA	0.00	1.00	1.00	$ 2,058.00	$ 2,058.00	0.00	$ -	1.00	1.00	$ 2,058.00	0.00	100.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 179,014.17 PAY PERIOD = $ 10,460.45 COMPLETED = $ 179,014.17 100.00%

Date printed: 11/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 16, 2023	$ 160,126.03
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 160,126.03

Record of Change Orders

No.	Date	Amount
1	October 16, 2023	$ 2,058.00
2	November 20, 2023	$ (12,011.62)
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CHANGE ORDER TOTAL = $ (9,953.62)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 28, 2023

Substantial Completion

Contract Working Days:	45.0
Added by Change Order:	
Total Working Days:	45.0
Working Days Used to Date:	45.0
Working Days Remaining:	**0.0**

Full Completion

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	
Working Days Remaining:	**5.0**

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE UPTOWN PARKING IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE UPTOWN PARKING IMPROVEMENTS

WHEREAS, on the **3rd** day of **July**, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Caliber Concrete, LLC** of **Adair, Iowa**, for the construction of certain public improvements generally described as the Uptown Parking Improvements; 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 **November 20**, 2023:

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 $**179,014.17**, as shown in the report of the Engineer.

PASSED AND APPROVED this **20th** day of **November**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the 2024 PCC Reconstruction Program - NW Ash Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 12/12/23 @ 10:30 A.M. / date of hrg: 12/18/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The 2024 PCC Reconstruction Program – NW Ash Drive project includes pavement reconstruction, widening for a northbound 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.

The construction improvements include the slip-form paving of approximately 4,500 SY of 8” thick PCC Class C-SUD street pavement and 110 SY of 7” thick PCC Class C driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer structures, pavement markings, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the

project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than June 3, 2024. The contractor will have 50 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: November 20, 2023

2. Post Notice to Bidders and Notice of Public Hearing: November 22, 2023

3. Publish Notice to Bidders and Notice of Public of Hearing: December 1, 2023

4. Bid Opening (10:30 A.M., Public Services Building): December 12, 2023

5. Public Hearing and Contract Award: December 18, 2023
(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 December 12, 2023 and setting the public hearing date as December 18, 2023 for the 2024 PCC Reconstruction Program - NW Ash Drive 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 November 22, 2023 and to be published in the Des Moines Register on December 1, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Location Map
Notice to Bidders and Notice of Public Hearing

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2024 PCC RECONSTRUCTION PROGRAM - NW ASH DRIVE, 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 2024 PCC RECONSTRUCTION PROGRAM - NW ASH DRIVE, 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 2024 PCC Reconstruction Program - NW Ash Drive; 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 2024 PCC Reconstruction Program - NW Ash Drive, 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 2024 PCC Reconstruction Program – NW Ash Drive 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.
>
> The construction improvements include the slip-form paving of approximately 4,500 SY of 8" thick PCC Class C-SUD street pavement and 110 SY of 7" thick PCC Class C driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer structures, pavement markings, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to December 12, 2023, 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 December 18, 2023, 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 December 18, 2023.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

NW ASH DRIVE PROPOSED LIMITS

Map is for Locational Purposes Only.

N W E S

1 in = 150 ft

Date: 10/18/2023

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2024 PCC Reconstruction Program – NW Ash Drive
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 **2024 PCC Reconstruction Program – NW Ash Drive** project at its meeting at **5:30 P.M. on the 18th day of December, 2023,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed 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 **12th day of December, 2023,** 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 12th day of December, 2023,** 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 18th day of December, 2023,** 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 3, 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 April 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

2024 PCC RECONSTRUCTION PROGRAM – NW ASH DRIVE

The 2024 PCC Reconstruction Program – NW Ash Drive 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.

The construction improvements include the slip-form paving of approximately 4,500 SY of 8" thick PCC Class C-SUD street pavement and 110 SY of 7" thick PCC Class C driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer structures, pavement markings, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 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 **fifty (50) working days.** Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction 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.** 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** after the punch list has been provided to the Contractor 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 **20th day of November, 2023.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **22nd day of November, 2023.**

Published in the Des Moines Register the **1st day of December, 2023**

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $11,295,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 12/4/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:

The not to exceed $11,295,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the Northwest Water Tower in the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The not to exceed $11,295,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $11,295,000 Water Revenue Capital Loan Notes of the City

of Ankeny, State of Iowa, and providing for publication of notice thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On September 18, 2023, the City Council awarded the construction contract for the NW Irvinedale Drive - Elevated Water Storage Tank to CB&I Storage Tank Solutions, LLC.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on November 24, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $11,295,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $11,295,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed $11,295,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 4th day of December, 2023, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $11,295,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: November 28, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $11,295,000 WATER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 4th day of December, 2023, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $11,295,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 20th day of November, 2023.

_____

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Fire	Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve an Intergovernmental Transfer of Public Funds Agreement between the Department of Human Services and the Ankeny Fire Department.

EXECUTIVE SUMMARY:

The Ankeny Fire Department, as a Ground Emergency Medical Transportation (GEMT) provider, is required to enter into an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services to voluntarily participate in the Emergency Medical Services (EMS) revenue program.

The program is designed to bridge the gap between actual costs for EMS transports and what medicaid reimburses. The Fire Department will receive a cost-based, supplemental payment on a prospective basis for emergency ground transportation of Medicaid Fee-for-Service (FFS) and Medicaid Managed Care (MCO) patients.

The Intergovernmental Transfer Agreement (IGT) is necessary to transfer funds to and from the State of Iowa. This agreement provides the ability to capture revenue and return to the State their share of GEMT payments.

FISCAL IMPACT: **Yes**

It is estimated that the GEMT revenues to the City will be approximately $476,000 in FY 2024, after transferring the required revenue to the State. This is based on an average of 600 Medicaid calls for service annually.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Intergovernmental Transfer of Public Funds Agreement between the Iowa Department of Human Services and the Ankeny Fire Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Intergovernmental Transfer of Funds Agreement

STATE OF IOWA DEPARTMENT OF
Health AND Human
SERVICES

INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT BETWEEN THE IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND

Ankeny Fire Department

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Health and Human Services (HHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the HHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the HHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Attachment A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.

2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such Provider Agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the HHS.

3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to HHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by HHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to HHS equivalent to the non-federal share of the payments to be made upon notification by HHS.

4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

For: Ankeny Fire Department

GEMT Provider

Printed Name: Daniel Schellhase

Title: Deputy Chief

Address: 120 NW Ash Drive

Ankeny, IA 50021

E-mail address dschellhase@ankenyiowa.gov

For HHS:

Printed Name: Iowa Department of Health and Human Services

Title: Iowa Medicaid

Address: 1305 East Walnut Street

Des Moines, IA 50319

E-mail address: costaudit@dhs.state.ia.us

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an "overpayment" subject to return to the HHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.

9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the HHS and the GEMT Provider.

10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.

11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2024 and ending June 30, 2025. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.

12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Ankeny Fire Department

GEMT Provider Name

Authorized Representative Signature

11-13-2023

Date

Daniel Schellhase

Authorized Representative Printed Name

Deputy Chief

Authorized Representative Title

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Director

Date

Updated July 26, 2023

Attachment A – Approved State Plan Amendment IA-19-002

Methods and Standards for Establishing Payment Rates for Other Types of Care

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.

2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.

3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.

4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. "Eligible GEMT Provider" means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:

    a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.

    b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.

    c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.

6. "Dry Run" means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.

7. "GEMT Transport" means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.

8. "GEMT Services" means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.

    a. "Advanced Life Support" means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. "Limited-Advanced Life Support" means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.

c. "Basic Life Support" means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.

9. "Service Period" means the period from July 1 through June 30 of each SFY.

10. "Shift" means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.

2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.

4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred)** provided for the applicable service period.

    a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.

c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.

d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.

2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.

4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.

5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.

2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.

3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.

2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.

3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

EXECUTIVE SUMMARY:

The Annual Urban Renewal Report contains the Fiscal Year 2023 activity for each of the City's urban renewal areas, which includes the following: Ankeny Economic Development Urban Renewal, Ankeny 1991 Urban Renewal and Ankeny Northeast Urban Renewal.

This report is required by Iowa Code Section 384.22 and must be submitted to the Iowa Department of Management by December 1 each year.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Annual Urban Renewal Report

RESOLUTION

A RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR URBAN RENEWAL AREAS WITHIN THE CITY OF ANKENY

WHEREAS, HF2460, signed by the Governor of Iowa on May 25, 2012 amended Iowa Code Section 384.22 to require approval and filing of an annual urban renewal report for each urban renewal area within the City of Ankeny; and

WHEREAS, the Administrative Services Director has prepared the annual urban renewal report in the format prescribed by the Iowa Department of Management which contains the information required by Iowa Code Section 384.22 as of June 30, 2023 for the following urban renewal areas:

Ankeny Economic Development Urban Renewal
Ankeny 1991 Urban Renewal
Ankeny Northeast Urban Renewal

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the annual urban renewal report which contains the information required by Iowa Code Section 384.22 as of June 30, 2023 for the following urban renewal areas are hereby approved:

Ankeny Economic Development Urban Renewal
Ankeny 1991 Urban Renewal
Ankeny Northeast Urban Renewal

BE IT FURTHER RESOLVED that the Administrative Services Director is authorized and directed to file such report with the Iowa Department of Management by December 1, 2023.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Levy Authority Summary

Local Government Name: ANKENY
Local Government Number: 77G714

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL	77018	22
ANKENY 1991 URBAN RENEWAL	77019	2
ANKENY NORTHEAST URBAN RENEWAL	77080	2

TIF Debt Outstanding:		**64,426,436**	
TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**2,163,404**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	9,890,506		
TIF Sp. Revenue Fund Interest:	165,985		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**10,056,491**		
Rebate Expenditures:	2,565,008		
Non-Rebate Expenditures:	7,221,702		
Returned to County Treasurer:	0		
Total Expenditures:	**9,786,710**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**2,433,185**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**
Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance:		**52,206,541**	

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
UR Area Number: 77018

UR Area Creation Date: 03/1989

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/89 ORIG EC DEV TIF INCR	770251	770252	138,149,392
ANKENY CITY AG/ANKENY SCH/89 ORIG EC DEV TIF INCR	770253	770254	0
ANKENY CITY/ANKENY SCH/94 AMD 89 EC DEV TIF INCR	770472	770474	79,131,159
ANKENY CITY AG/ANKENY SCH/94 AMD 89 EC DEV TIF INCR	770473	770533	0
ANKENY CITY/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR	770624	770625	4,953,301
ANKENY CITY/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR	770642	770643	16,435,705
ANKENY CITY/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR	770655	770656	76,900,416
ANKENY CITY AG/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR	770761	770762	0
ANKENY CITY AG/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR	770765	770766	0
ANKENY CITY AG/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR	770807	770808	0
ANKENY CITY/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR	770913	770914	4,411,081
ANKENY CITY AG/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR	770915	770916	0
ANKENY CITY/ANKENY SCH/18 AMD 89 EC DEV TIF INCR	770917	770918	2,779,247
ANKENY CITY AG/ANKENY SCH/18 AMD 89 EC DEV TIF INCR	770919	770920	0
ANKENY CITY/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR	770921	770922	11,086,750
ANKENY CITY AG/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR	770923	770924	0
ANKENY CITY/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR	770939	770940	0
ANKENY CITY AG/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR	770941	770942	0
ANKENY CITY/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR	770989	770990	378,998
ANKENY CITY AG/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR	770991	770992	0
ANKENY CITY/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR	771009	771010	0
ANKENY CITY AG/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR	771011	771012	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,385,385	858,701,310	783,977,530	331,526,410	0	-346,324	2,021,866,771	0	2,021,866,771
Taxable	1,233,555	464,816,629	705,579,777	298,373,769	0	-346,324	1,499,379,225	0	1,499,379,225
Homestead Credits									1,769

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**2,109,709**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	9,407,399		
TIF Sp. Revenue Fund Interest:	165,985		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**9,573,384**		
Rebate Expenditures:	2,565,008		
Non-Rebate Expenditures:	6,677,665		
Returned to County Treasurer:	0		
Total Expenditures:	**9,242,673**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**2,440,420**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

Maintenance Facility

Description:	Public Works Maintenance Facility
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

SW Vintage Parkway

Description:	SW Vintage Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Westside Landfill Closure

Description:	Remediation of Landfill Site
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

State Street Sewer Relocation

Description:	State Street Sewer Relocation
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Police Station Sanitary Sewer Extension

Description:	Police Station Sanitary Sewer Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

State Street Water Main

Description:	State Street Water Main
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Prairie Trail Street Improvements

Description:	Prairie Trail Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Corporate Woods Drive Railroad Overpass

Description:	Corporate Woods Drive Railroad Overpass
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Oralabor Road Widening

Description:	SE Oralabor Road Widening
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Saylor Creek Tributary Improvements

Description:	Saylor Creek Tributary Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Town Center Area Improvements

Description:	Town Center Area Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

The Toro Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

The Lauridsen Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

East First Street/I-35 Interchange Reconstruction

Description:	East First Street/I-35 Interchange Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Magazine Road Extension

Description:	SW Magazine Road Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Accu-Mold

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Denny Elwell Family

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property

Physically Complete:	No
Payments Complete:	No

Perishable Distributors of Iowa

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Deere & Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Purfoods

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Woodman Electrical Contractors

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

The District at Prairie Trail Improvements

Description:	The District at Prairie Trail Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Prairie Trail Parkway

Description:	SW Prairie Trail Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Delaware Sanitary Sewer Extension

Description:	SE Delaware Sanitary Sewer Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Des Moines Street Extension

Description:	SW Des Moines Street Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Prairie Trail Plaza Water Management Basin

Description:	Prairie Trail Plaza Water Management Basin
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Promenade Park Development

Description:	Promenade Park Development
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

SW Irvinedale Drive Reconstruction

Description:	SW Irvinedale Drive Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Northstar Power

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

SE Delaware Traffic Signal

Description:	SE Delaware Traffic Signal
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Des Moines Street Trunk Sewer

Description:	SW Des Moines Street Trunk Sewer
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Plaza Parkway & SW College Avenue Extension

Description:	SW Plaza Parkway & SW College Avenue Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Plaza Parkway & SW College Avenue Detention Basins

Description:	SW Plaza Parkway & SW College Avenue Detention Basins
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Creekview Drive Drainage & Paving

Description:	SE Creekview Drive Drainage & Paving
Classification:	Roads, Bridges & Utilities

Physically Complete:	Yes
Payments Complete:	No

Graham Warehouse

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Baker Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SW Prairie Trail Parkway Sidewalk Improvements

Description:	SW Prairie Trail Parkway Sidewalk Improvemets
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW State & SW Magazine Road Intersection

Description:	SW State Street & SW Magazine Road Intersection
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hy-Vee

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Casey's

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SE Hulsizer Road Realignment

Description:	SE Hulsizer Road Realignment
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Ruan Transport Corporation

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Kreg Enterprises

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Ryan Companies

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Mrs. Clarks

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Echo Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Taylored Expressions

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Pet Parents

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Opus Development Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Crosswinds Business Park Building

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SPAL-USA

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

The Toro Company

Debt/Obligation Type:	Rebates
Principal:	2,891,195
Interest:	0
Total:	2,891,195
Annual Appropriation?:	No
Date Incurred:	04/02/2012
FY of Last Payment:	2026

The Lauridsen Group

Debt/Obligation Type:	Rebates
Principal:	68,059
Interest:	0
Total:	68,059
Annual Appropriation?:	Yes
Date Incurred:	05/19/2003
FY of Last Payment:	2023

Accu-Mold

Debt/Obligation Type:	Rebates
Principal:	61,228
Interest:	0
Total:	61,228
Annual Appropriation?:	No
Date Incurred:	10/04/2010
FY of Last Payment:	2023

Denny Elwell Family

Debt/Obligation Type:	Rebates
Principal:	202,845
Interest:	0
Total:	202,845
Annual Appropriation?:	No
Date Incurred:	04/02/2012
FY of Last Payment:	2031

Deere & Company

Debt/Obligation Type:	Rebates
Principal:	2,261,933
Interest:	0
Total:	2,261,933
Annual Appropriation?:	No
Date Incurred:	12/19/2011
FY of Last Payment:	2030

Purfoods

Debt/Obligation Type:	Rebates
Principal:	78,008

Interest:	0
Total:	78,008
Annual Appropriation?:	Yes
Date Incurred:	09/17/2012
FY of Last Payment:	2023

Woodman Electrical Contractors

Debt/Obligation Type:	Rebates
Principal:	360
Interest:	0
Total:	360
Annual Appropriation?:	Yes
Date Incurred:	06/03/2013
FY of Last Payment:	2025

Deere & Company

Debt/Obligation Type:	Rebates
Principal:	350,994
Interest:	0
Total:	350,994
Annual Appropriation?:	Yes
Date Incurred:	10/07/2013
FY of Last Payment:	2027

Northstar Power

Debt/Obligation Type:	Rebates
Principal:	113,134
Interest:	0
Total:	113,134
Annual Appropriation?:	Yes
Date Incurred:	10/07/2013
FY of Last Payment:	2023

Accu-Mold

Debt/Obligation Type:	Rebates
Principal:	57,799
Interest:	0
Total:	57,799
Annual Appropriation?:	Yes
Date Incurred:	02/16/2015
FY of Last Payment:	2023

Purfoods

Debt/Obligation Type:	Rebates
Principal:	216,397
Interest:	0
Total:	216,397
Annual Appropriation?:	Yes
Date Incurred:	06/15/2015
FY of Last Payment:	2024

GO Bonds, Series 2015A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,120,000
Interest:	57,544

Total:	1,177,544
Annual Appropriation?:	No
Date Incurred:	05/28/2015
FY of Last Payment:	2025

GO Annual Appropriation UR Bonds, Series 2015B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	550,000
Interest:	27,500
Total:	577,500
Annual Appropriation?:	Yes
Date Incurred:	05/28/2015
FY of Last Payment:	2024

GO Refunding Bonds, Series 2016A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,969,485
Interest:	69,100
Total:	2,038,585
Annual Appropriation?:	No
Date Incurred:	03/31/2016
FY of Last Payment:	2024

GO Bonds, Series 2016B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,300,000
Interest:	65,700
Total:	1,365,700
Annual Appropriation?:	No
Date Incurred:	05/25/2016
FY of Last Payment:	2026

GO Bonds, Series 2017A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,505,000
Interest:	252,031
Total:	2,757,031
Annual Appropriation?:	No
Date Incurred:	05/31/2017
FY of Last Payment:	2027

Graham Warehouse

Debt/Obligation Type:	Rebates
Principal:	583,920
Interest:	0
Total:	583,920
Annual Appropriation?:	Yes
Date Incurred:	01/16/2017
FY of Last Payment:	2024

Baker Group

Debt/Obligation Type:	Rebates
Principal:	826,473
Interest:	0
Total:	826,473

Annual Appropriation?:	Yes
Date Incurred:	05/16/2016
FY of Last Payment:	2026

Hy-Vee

Debt/Obligation Type:	Rebates
Principal:	1,025,561
Interest:	0
Total:	1,025,561
Annual Appropriation?:	Yes
Date Incurred:	07/31/2017
FY of Last Payment:	2025

Perishable Distributors of Iowa

Debt/Obligation Type:	Rebates
Principal:	981,770
Interest:	0
Total:	981,770
Annual Appropriation?:	Yes
Date Incurred:	07/31/2017
FY of Last Payment:	2026

Casey's

Debt/Obligation Type:	Rebates
Principal:	877,192
Interest:	0
Total:	877,192
Annual Appropriation?:	Yes
Date Incurred:	01/15/2018
FY of Last Payment:	2027

GO Bonds, Series 2018A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,485,000
Interest:	493,350
Total:	3,978,350
Annual Appropriation?:	No
Date Incurred:	05/30/2018
FY of Last Payment:	2028

The Toro Company

Debt/Obligation Type:	Rebates
Principal:	611,673
Interest:	0
Total:	611,673
Annual Appropriation?:	Yes
Date Incurred:	09/04/2018
FY of Last Payment:	2026

Ruan Transport Corporation

Debt/Obligation Type:	Rebates
Principal:	259,908
Interest:	0
Total:	259,908
Annual Appropriation?:	Yes

Date Incurred:	11/19/2018
FY of Last Payment:	2027

Kreg Enterprises

Debt/Obligation Type:	Rebates
Principal:	1,047,952
Interest:	0
Total:	1,047,952
Annual Appropriation?:	Yes
Date Incurred:	12/17/2018
FY of Last Payment:	2028

GO Bonds, Series 2019A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,820,000
Interest:	1,286,750
Total:	8,106,750
Annual Appropriation?:	No
Date Incurred:	05/28/2019
FY of Last Payment:	2029

GO Bonds, Series 2020A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,900,000
Interest:	537,950
Total:	3,437,950
Annual Appropriation?:	No
Date Incurred:	06/09/2020
FY of Last Payment:	2030

Ryan Companies

Debt/Obligation Type:	Rebates
Principal:	1,766,920
Interest:	0
Total:	1,766,920
Annual Appropriation?:	Yes
Date Incurred:	06/01/2020
FY of Last Payment:	2028

Purfoods

Debt/Obligation Type:	Rebates
Principal:	200,000
Interest:	0
Total:	200,000
Annual Appropriation?:	Yes
Date Incurred:	09/08/2020
FY of Last Payment:	2028

Mrs. Clarks

Debt/Obligation Type:	Rebates
Principal:	160,000
Interest:	0
Total:	160,000
Annual Appropriation?:	Yes
Date Incurred:	09/21/2020

FY of Last Payment:	2028

Echo Group

Debt/Obligation Type:	Rebates
Principal:	830,000
Interest:	0
Total:	830,000
Annual Appropriation?:	Yes
Date Incurred:	11/16/2020
FY of Last Payment:	2029

Taylored Expressions

Debt/Obligation Type:	Rebates
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	Yes
Date Incurred:	12/07/2020
FY of Last Payment:	2029

Pet Parents

Debt/Obligation Type:	Rebates
Principal:	425,000
Interest:	0
Total:	425,000
Annual Appropriation?:	Yes
Date Incurred:	03/01/2021
FY of Last Payment:	2029

GO Bonds, Series 2021A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,850,000
Interest:	1,066,250
Total:	6,916,250
Annual Appropriation?:	No
Date Incurred:	06/09/2021
FY of Last Payment:	2028

Opus Development Company

Debt/Obligation Type:	Rebates
Principal:	1,056,000
Interest:	0
Total:	1,056,000
Annual Appropriation?:	Yes
Date Incurred:	12/20/2021
FY of Last Payment:	2029

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,345,000
Interest:	470,704
Total:	2,815,704
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2029

Crosswinds Business Park Building 1

Debt/Obligation Type:	Rebates
Principal:	225,000
Interest:	0
Total:	225,000
Annual Appropriation?:	Yes
Date Incurred:	07/15/2019
FY of Last Payment:	2028

SPAL-USA

Debt/Obligation Type:	Rebates
Principal:	1,200,000
Interest:	0
Total:	1,200,000
Annual Appropriation?:	Yes
Date Incurred:	05/01/2023
FY of Last Payment:	2032

Non-Rebates For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

TIF Expenditure Amount:	27,920
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	SW Vintage Parkway

TIF Expenditure Amount:	159,148
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	SW Prairie Trail Parkway

TIF Expenditure Amount:	175,342
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	31,271
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	Promenade Park Development

TIF Expenditure Amount:	290,500
Tied To Debt:	GO Annual Appropriation UR Bonds, Series 2015B
Tied To Project:	Maintenance Facility

TIF Expenditure Amount:	146,140
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Westside Landfill Closure

TIF Expenditure Amount:	75,447
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	State Street Sewer Relocation

TIF Expenditure Amount:	44,816
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Police Station Sanitary Sewer Extension

TIF Expenditure Amount:	103,272
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	State Street Water Main

TIF Expenditure Amount:	331,250
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Saylor Creek Tributary Improvements

TIF Expenditure Amount:	316,149
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Prairie Trail Street Improvements

TIF Expenditure Amount:	283,712

Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	SW Vintage Parkway

TIF Expenditure Amount:	13,640
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	43,648
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	SW Prairie Trail Parkway

TIF Expenditure Amount:	5,696
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Vintage Parkway

TIF Expenditure Amount:	5,696
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Des Moines Street Trunk Sewer

TIF Expenditure Amount:	19,365
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Plaza Parkway & SW College Avenue Extension

TIF Expenditure Amount:	410,084
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	170,869
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Plaza Parkway & SW College Avenue Detention Basins

TIF Expenditure Amount:	5,696
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SE Creekview Drive Drainage & Paving

TIF Expenditure Amount:	281,370
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Plaza Parkway & SW College Avenue Extension

TIF Expenditure Amount:	47,352
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Des Moines Street Trunk Sewer

TIF Expenditure Amount:	44,607
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Des Moines Street Extension

TIF Expenditure Amount:	141,830
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	14,297
Tied To Debt:	GO Bonds, Series 2018A

Tied To Project:	SW Prairie Trail Parkway Sidewalk Improvements

TIF Expenditure Amount:	74,346
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW State & SW Magazine Road Intersection

TIF Expenditure Amount:	60,048
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SE Creekview Drive Drainage & Paving

TIF Expenditure Amount:	1,002,351
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SW Des Moines Street Extension

TIF Expenditure Amount:	119,051
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SE Creekview Drive Drainage & Paving

TIF Expenditure Amount:	37,748
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SE Hulsizer Road Realignment

TIF Expenditure Amount:	246,800
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SE Hulsizer Road Realignment

TIF Expenditure Amount:	24,855
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Corporate Woods Drive Railroad Overpass

TIF Expenditure Amount:	108,069
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SE Oralabor Road Widening

TIF Expenditure Amount:	18,602
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Saylor Creek Tributary Improvements

TIF Expenditure Amount:	44,739
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Town Center Area Improvements

TIF Expenditure Amount:	24,855
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	East First Street/I-35 Interchange Reconstruction

TIF Expenditure Amount:	92,380
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SW Magazine Road Extension

TIF Expenditure Amount:	345,621
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	15,710
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Prairie Trail Parkway

TIF Expenditure Amount:	188,521
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Magazine Road Extension

TIF Expenditure Amount:	20,947
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SE Delaware Sanitary Sewer Extension

TIF Expenditure Amount:	83,787
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Des Moines Street Extension

TIF Expenditure Amount:	13,092
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	Prairie Trail Plaza Water Management Basin

TIF Expenditure Amount:	18,328
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	Promenade Park Development

TIF Expenditure Amount:	415,793
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Irvinedale Drive Reconstruction

TIF Expenditure Amount:	48,701
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	East First Street/I-35 Interchange Reconstruction

TIF Expenditure Amount:	393,167
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Irvinedale Drive Reconstruction

TIF Expenditure Amount:	10,531
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SE Delaware Traffic Signal

TIF Expenditure Amount:	14,042
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Prairie Trail Parkway

TIF Expenditure Amount:	9,361
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Des Moines Street Extension

TIF Expenditure Amount:	6,553
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Des Moines Street Trunk Sewer

TIF Expenditure Amount:	27,147
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	Promenade Park Development

TIF Expenditure Amount:	16,382
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	Prairie Trail Plaza Water Management Basin

TIF Expenditure Amount:	7,021
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	The District at Prairie Trail Improvements

Rebates For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

2425 SE Oak Tree Court

TIF Expenditure Amount:	68,059
Rebate Paid To:	The Lauridsen Group, Inc.
Tied To Debt:	The Lauridsen Group
Tied To Project:	The Lauridsen Group
Projected Final FY of Rebate:	2023

1711 SE Oralabor Road

TIF Expenditure Amount:	61,228
Rebate Paid To:	Accu-Mold, LLC
Tied To Debt:	Accu-Mold
Tied To Project:	Accu-Mold
Projected Final FY of Rebate:	2023

825 SW Irvinedale Drive

TIF Expenditure Amount:	282,368
Rebate Paid To:	Deere & Company
Tied To Debt:	Deere & Company
Tied To Project:	Deere & Company
Projected Final FY of Rebate:	2030

813 SW Ordnance Road

TIF Expenditure Amount:	154
Rebate Paid To:	JT Works, LLC
Tied To Debt:	Woodman Electrical Contractors
Tied To Project:	Woodman Electrical Contractors
Projected Final FY of Rebate:	2025

3210 SE Corporate Woods Drive

TIF Expenditure Amount:	78,008
Rebate Paid To:	Purfoods, LLC
Tied To Debt:	Purfoods
Tied To Project:	Purfoods
Projected Final FY of Rebate:	2023

825 SW Irvinedale Drive

TIF Expenditure Amount:	70,114
Rebate Paid To:	Deere & Company
Tied To Debt:	Deere & Company
Tied To Project:	Deere & Company
Projected Final FY of Rebate:	2027

7301 SE Northstar Drive

TIF Expenditure Amount:	113,134
Rebate Paid To:	Northstar Power, LLC
Tied To Debt:	Northstar Power
Tied To Project:	Northstar Power
Projected Final FY of Rebate:	2023

5500 SE Delaware Avenue

TIF Expenditure Amount:	612,660
Rebate Paid To:	The Toro Company
Tied To Debt:	The Toro Company
Tied To Project:	The Toro Company
Projected Final FY of Rebate:	2026

1711 SE Oralabor Road

TIF Expenditure Amount:	57,799
Rebate Paid To:	Accu-Mold, LLC
Tied To Debt:	Accu-Mold
Tied To Project:	Accu-Mold
Projected Final FY of Rebate:	2023

1600 SE Corporate Woods Drive

TIF Expenditure Amount:	228,014
Rebate Paid To:	Bankers Trust
Tied To Debt:	Baker Group
Tied To Project:	Baker Group
Projected Final FY of Rebate:	2026

6812 SE Delaware Avenue

TIF Expenditure Amount:	263,157
Rebate Paid To:	Graham Warehouse 3 LP
Tied To Debt:	Graham Warehouse
Tied To Project:	Graham Warehouse
Projected Final FY of Rebate:	2024

3210 SE Corporate Woods Drive

TIF Expenditure Amount:	95,107
Rebate Paid To:	Purfoods, LLC
Tied To Debt:	Purfoods
Tied To Project:	Purfoods
Projected Final FY of Rebate:	2024

4150 SE Delaware Avenue

TIF Expenditure Amount:	247,273
Rebate Paid To:	Hy-Vee, Inc.
Tied To Debt:	Hy-Vee
Tied To Project:	Hy-Vee
Projected Final FY of Rebate:	2025

5500 SE Delaware Avenue

TIF Expenditure Amount:	92,378
Rebate Paid To:	The Toro Company
Tied To Debt:	The Toro Company
Tied To Project:	The Toro Company
Projected Final FY of Rebate:	2026

2741 SE PDI Place

TIF Expenditure Amount:	164,003

Rebate Paid To:	Perishable Distributors of Iowa, LTD
Tied To Debt:	Perishable Distributors of Iowa
Tied To Project:	Perishable Distributors of Iowa
Projected Final FY of Rebate:	2026

1 SE Convenience Boulevard

TIF Expenditure Amount:	86,903
Rebate Paid To:	Casey's Retail Company
Tied To Debt:	Casey's
Tied To Project:	Casey's
Projected Final FY of Rebate:	2027

2005 SE Corporate Woods Drive

TIF Expenditure Amount:	44,649
Rebate Paid To:	Ruan Transport Corporation
Tied To Debt:	Ruan Transport Corporation
Tied To Project:	Ruan Transport Corporation
Projected Final FY of Rebate:	2027

Jobs For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

Project:	Baker Group
Company Name:	Baker Group
Date Agreement Began:	05/16/2016
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	100
Total Annual Wages of Required Jobs:	5,447,000
Total Estimated Private Capital Investment:	22,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Graham Warehouse
Company Name:	Graham Warehouse
Date Agreement Began:	01/16/2017
Date Agreement Ends:	06/30/2024
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	1,220,000
Total Estimated Private Capital Investment:	20,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hy-Vee
Company Name:	Hy-Vee
Date Agreement Began:	07/31/2017
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	209
Total Annual Wages of Required Jobs:	10,641,000
Total Estimated Private Capital Investment:	64,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Perishable Distributors of Iowa
Company Name:	Perishable Distributors of Iowa
Date Agreement Began:	07/31/2017
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	1
Total Annual Wages of Required Jobs:	61,000
Total Estimated Private Capital Investment:	21,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Casey's
Company Name:	Casey's
Date Agreement Began:	01/15/2018
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	101
Total Annual Wages of Required Jobs:	5,916,000
Total Estimated Private Capital Investment:	22,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	The Toro Company
Company Name:	The Toro Company
Date Agreement Began:	09/04/2018
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	3
Total Annual Wages of Required Jobs:	87,000
Total Estimated Private Capital Investment:	11,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Ruan Transport Corporation
Company Name:	Ruan Transport Corporation

Date Agreement Began:	11/19/2018
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	2,102,000
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Kreg Enterprises
Company Name:	Kreg Enterprises
Date Agreement Began:	12/17/2018
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	20
Total Annual Wages of Required Jobs:	1,261,000
Total Estimated Private Capital Investment:	34,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Ryan Companies
Company Name:	Ryan Companies
Date Agreement Began:	06/01/2020
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	70
Total Annual Wages of Required Jobs:	3,769,000
Total Estimated Private Capital Investment:	20,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Purfoods
Company Name:	Purfoods
Date Agreement Began:	09/08/2020
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	68
Total Annual Wages of Required Jobs:	3,686,000
Total Estimated Private Capital Investment:	5,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Mrs. Clarks
Company Name:	Mrs. Clarks
Date Agreement Began:	09/21/2020
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	19
Total Annual Wages of Required Jobs:	1,029,000
Total Estimated Private Capital Investment:	5,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Echo Group
Company Name:	Echo Group
Date Agreement Began:	11/16/2020
Date Agreement Ends:	06/30/2029
Number of Jobs Created or Retained:	17
Total Annual Wages of Required Jobs:	932,000
Total Estimated Private Capital Investment:	12,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Taylored Expressions
Company Name:	Taylored Expressions
Date Agreement Began:	12/07/2020
Date Agreement Ends:	06/30/2029
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	557,000
Total Estimated Private Capital Investment:	2,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Pet Parents

Company Name:	Pet Parents
Date Agreement Began:	03/01/2021
Date Agreement Ends:	06/30/2029
Number of Jobs Created or Retained:	28
Total Annual Wages of Required Jobs:	1,522,000
Total Estimated Private Capital Investment:	6,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Opus Development Company
Company Name:	Opus Development Company
Date Agreement Began:	12/20/2021
Date Agreement Ends:	06/30/2029
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	1,403,000
Total Estimated Private Capital Investment:	22,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Crosswinds Business Park Building
Company Name:	Crosswinds Business Park Building
Date Agreement Began:	07/15/2019
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	12
Total Annual Wages of Required Jobs:	641,000
Total Estimated Private Capital Investment:	7,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	SPAL-USA
Company Name:	SPAL-USA
Date Agreement Began:	05/01/2023
Date Agreement Ends:	06/30/2032
Number of Jobs Created or Retained:	39
Total Annual Wages of Required Jobs:	2,425,000
Total Estimated Private Capital Investment:	23,000,000
Total Estimated Cost of Public Infrastructure:	0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/89 ORIG EC DEV TIF INCR
TIF Taxing District Inc. Number: 770252

TIF Taxing District Base Year: 1988
FY TIF Revenue First Received: 1990
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	03/1989

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	123,683,280	423,899,230	160,974,650	0	-66,672	727,734,768	0	727,734,768
Taxable	0	66,949,975	381,509,307	144,877,185	0	-66,672	605,538,024	0	605,538,024
Homestead Credits									329

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	68,174,980	605,538,024	138,149,392	467,388,632	13,337,551

FY 2023 TIF Revenue Received: 3,898,740

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/89 ORIG EC DEV TIF INCR
TIF Taxing District Inc. Number: 770254

TIF Taxing District Base Year: 1988
FY TIF Revenue First Received: 1990
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	03/1989

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	165,380	0	0	0	0	0	165,380	0	165,380
Taxable	147,256	0	0	0	0	0	147,256	0	147,256
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	165,380	0	0	0	0

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/94 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770474
TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	02/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	322,647,980	145,023,550	34,755,000	0	-144,456	518,819,254	0	518,819,254
Taxable	0	174,649,925	130,521,195	31,279,500	0	-144,456	346,848,616	0	346,848,616
Homestead Credits									779

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	5,500,837	346,848,616	79,131,159	267,717,457	7,639,671

FY 2023 TIF Revenue Received: 2,279,080

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/94 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770533
TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	02/1994

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	154,240	0	0	0	0	0	154,240	0	154,240
Taxable	137,339	0	0	0	0	0	137,339	0	137,339
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	154,240	0	0	0	0

FY 2023 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770625
TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2003

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	375,000	16,258,200	7,640,000	0	0	24,273,200	0	24,273,200
Taxable	0	202,988	14,632,380	6,876,000	0	0	21,711,368	0	21,711,368
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	344,500	21,711,368	4,953,301	16,758,067	478,214

FY 2023 TIF Revenue Received: 141,349

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770643
TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	80,045,750	0	0	80,045,750	0	80,045,750
Taxable	0	0	0	72,041,175	0	0	72,041,175	0	72,041,175
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	224,051	72,041,175	16,435,705	55,605,470	1,409,251

FY 2023 TIF Revenue Received: 416,756

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770656

TIF Taxing District Base Year: 1988
FY TIF Revenue First Received: 2006
Subject to a Statutory end date? No

	UR Designation
Slum	09/2005
Blighted	09/2005
Economic Development	09/2005

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	410,129,850	120,321,000	0	0	-133,344	541,158,506	0	541,158,506
Taxable	0	222,004,104	108,288,900	0	0	-133,344	337,070,798	0	337,070,798
Homestead Credits									654

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	337,070,798	76,900,416	260,170,382	7,424,305

FY 2023 TIF Revenue Received: 2,189,786

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770762
TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2003

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	90,610	0	0	0	0	0	90,610	0	90,610
Taxable	80,680	0	0	0	0	0	80,680	0	80,680
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	90,610	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770766
TIF Taxing District Base Year: 2002
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770808
TIF Taxing District Base Year: 1988
FY TIF Revenue First Received: 2006
Subject to a Statutory end date? No

	UR Designation
Slum	09/2005
Blighted	09/2005
Economic Development	09/2005

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	175,655	0	0	0	0	0	175,655	0	175,655
Taxable	156,398	0	0	0	0	0	156,398	0	156,398
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	156,398	0	156,398	3,861

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770914
TIF Taxing District Base Year: 2011
FY TIF Revenue First Received: 2012
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2033

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2012

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,440,000	17,043,000	0	0	21,483,000	0	21,483,000
Taxable	0	0	3,996,000	15,338,700	0	0	19,334,700	0	19,334,700
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	363,680	19,334,700	4,411,081	14,923,619	378,220

FY 2023 TIF Revenue Received: 111,793

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770916
TIF Taxing District Base Year: 2011
FY TIF Revenue First Received: 2012
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2033

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2012

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	7,440	0	0	0	0	0	7,440	0	7,440
Taxable	6,625	0	0	0	0	0	6,625	0	6,625
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	7,440	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/18 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770918
TIF Taxing District Base Year: 2017
FY TIF Revenue First Received: 2018
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	03/2018

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	44,400	49,937,850	0	0	0	49,982,250	0	49,982,250
Taxable	0	24,034	44,944,065	0	0	0	44,968,099	0	44,968,099
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	37,800,220	12,182,030	2,779,247	9,402,783	268,321

FY 2023 TIF Revenue Received: 79,310

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/18 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770920
TIF Taxing District Base Year: 2017
FY TIF Revenue First Received: 2018
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	03/2018

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	31,490	0	0	0	0	0	31,490	0	31,490
Taxable	28,039	0	0	0	0	0	28,039	0	28,039
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	31,490	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770922
TIF Taxing District Base Year: 2017
FY TIF Revenue First Received: 2018
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,820,800	24,097,700	29,222,200	0	-1,852	55,138,848	0	55,138,848
Taxable	0	985,603	21,687,930	26,299,980	0	-1,852	48,971,661	0	48,971,661
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	6,545,128	48,595,572	11,086,750	37,508,822	950,614

FY 2023 TIF Revenue Received: 280,980

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770924
TIF Taxing District Base Year: 2017
FY TIF Revenue First Received: 2018
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	628,570	0	0	0	0	0	628,570	0	628,570
Taxable	559,685	0	0	0	0	0	559,685	0	559,685
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	628,570	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770940
TIF Taxing District Base Year: 2018
FY TIF Revenue First Received: 2019
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2040

	UR Designation
Slum	No
Blighted	No
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	103,550	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770942
TIF Taxing District Base Year: 2018
FY TIF Revenue First Received: 2019
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2040

	UR Designation
Slum	No
Blighted	No
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	87,190	0	0	0	0	0	87,190	0	87,190
Taxable	77,634	0	0	0	0	0	77,634	0	77,634
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	87,190	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770990
TIF Taxing District Base Year: 2019
FY TIF Revenue First Received: 2020
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2041

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2020

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	1,845,810	0	0	1,845,810	0	1,845,810
Taxable	0	0	0	1,661,229	0	0	1,661,229	0	1,661,229
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	92,110	1,661,229	378,998	1,282,231	32,497

FY 2023 TIF Revenue Received: 9,605

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 770992
TIF Taxing District Base Year: 2019
FY TIF Revenue First Received: 2020
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2041

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2020

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	7,080	0	0	0	0	0	7,080	0	7,080
Taxable	6,304	0	0	0	0	0	6,304	0	6,304
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	7,080	0	0	0	0

FY 2023 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 771010
TIF Taxing District Base Year: 2020
FY TIF Revenue First Received: 2021
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2042

	UR Designation
Slum	No
Blighted	No
Economic Development	10/2021

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number: 771012
TIF Taxing District Base Year: 2020
FY TIF Revenue First Received: 2021
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2042

	UR Designation
Slum	No
Blighted	No
Economic Development	10/2021

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	37,730	0	0	0	0	0	37,730	0	37,730
Taxable	33,595	0	0	0	0	0	33,595	0	33,595
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	36,990	740	0	740	16

FY 2023 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY 1991 URBAN RENEWAL
UR Area Number: 77019

UR Area Creation Date: 12/1991

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/91 TIF INCR	770332	770334	17,035,187
ANKENY CITY AG/ANKENY SCH/91 TIF INCR	770333	770532	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	91,477,800	189,516,890	0	0	-81,488	300,869,802	0	300,869,802
Taxable	0	49,517,105	170,565,201	0	0	-81,488	232,723,156	0	232,723,156
Homestead Credits									222

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**53,695**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	483,107		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**483,107**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	544,037		
Returned to County Treasurer:	0		
Total Expenditures:	**544,037**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**-7,235**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For ANKENY 1991 URBAN RENEWAL

West 1st Street Widening & Improvements

Description:	West 1st Street Widening & Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Uptown Parking Improvements

Description:	Uptown Parking Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For ANKENY 1991 URBAN RENEWAL

GO Bonds, Series 2019A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	460,000
Interest:	86,800
Total:	546,800
Annual Appropriation?:	No
Date Incurred:	05/28/2019
FY of Last Payment:	2029

GO Bonds, Series 2020A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	205,000
Interest:	44,000
Total:	249,000
Annual Appropriation?:	No
Date Incurred:	06/09/2020
FY of Last Payment:	2030

GO Bonds, Series 2021A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,670,000
Interest:	387,950
Total:	2,057,950
Annual Appropriation?:	No
Date Incurred:	06/09/2021
FY of Last Payment:	2031

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,545,000
Interest:	380,737
Total:	1,925,737
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2032

GO Bonds, Series 2023B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	245,000
Interest:	71,319
Total:	316,319
Annual Appropriation?:	No
Date Incurred:	06/21/2023
FY of Last Payment:	2033

Non-Rebates For ANKENY 1991 URBAN RENEWAL

TIF Expenditure Amount:	76,550
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	West 1st Street Widening & Improvements

TIF Expenditure Amount:	29,650
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	West 1st Street Widening & Improvements

TIF Expenditure Amount:	226,950
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	West 1st Street Widening & Improvements

TIF Expenditure Amount:	188,088
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	West 1st Street Widening & Improvements

TIF Expenditure Amount:	22,799
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	Uptown Parking Improvements

♦ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY 1991 URBAN RENEWAL (77019)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/91 TIF INCR
TIF Taxing District Inc. Number: 770334
TIF Taxing District Base Year: 1990
FY TIF Revenue First Received: 1992
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2038

	UR Designation
Slum	No
Blighted	No
Economic Development	12/1991

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	91,477,800	189,516,890	0	0	-81,488	300,869,802	0	300,869,802
Taxable	0	49,517,105	170,565,201	0	0	-81,488	232,723,156	0	232,723,156
Homestead Credits									222

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	45,073,800	232,723,156	17,035,187	215,687,969	6,154,941

FY 2023 TIF Revenue Received: 483,107

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY 1991 URBAN RENEWAL (77019)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/91 TIF INCR
TIF Taxing District Inc. Number: 770532
TIF Taxing District Base Year: 1990
FY TIF Revenue First Received: 1992
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2038

	UR Designation
Slum	No
Blighted	No
Economic Development	12/1991

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	0	0	0	0

FY 2023 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL
UR Area Number: 77080

UR Area Creation Date: 10/2010

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/10 NE ANK TIF INCR	770827	770828	0
ANKENY CITY AG/ANKENY SCH/10 NE ANK TIF INCR	770829	770830	0

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	544,040	25,599,600	104,860,110	0	0	-3,704	131,000,046	0	131,000,046
Taxable	484,418	13,857,100	94,374,099	0	0	-3,704	108,711,913	0	108,711,913
Homestead Credits									45

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	**0**	**0**	**Amount of 07-01-2022 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	**0**	**0**	**Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For ANKENY NORTHEAST URBAN RENEWAL

NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive

Description:	NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For ANKENY NORTHEAST URBAN RENEWAL

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,700,000
Interest:	1,929,945
Total:	7,629,945
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2037

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL (77080)
TIF Taxing District Name: ANKENY CITY/ANKENY SCH/10 NE ANK TIF INCR
TIF Taxing District Inc. Number: 770828

TIF Taxing District Base Year: 0
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	25,599,600	104,860,110	0	0	-3,704	130,456,006	0	130,456,006
Taxable	0	13,857,100	94,374,099	0	0	-3,704	108,227,495	0	108,227,495
Homestead Credits									45

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	108,227,495	0	108,227,495	3,088,414

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL (77080)
TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/10 NE ANK TIF INCR
TIF Taxing District Inc. Number: 770830

TIF Taxing District Base Year: 0
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	544,040	0	0	0	0	0	544,040	0	544,040
Taxable	484,418	0	0	0	0	0	484,418	0	484,418
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	0	484,418	0	484,418	11,960

FY 2023 TIF Revenue Received: 0

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving debt certification forms, appropriating funds and directing filing of certifications.

EXECUTIVE SUMMARY:

The attached exhibits certify to the County Auditor the City's Tax Increment Financing (TIF) indebtedness for each urban renewal area, including the amount of tax increment financing revenues requested for Fiscal Year 2025.

This certification is required by Iowa Code Section 403.19 and is due annually to the County Auditor on or before December 1.

FISCAL IMPACT: **Yes**

The following TIF revenues are being requested for Fiscal Year 2025:

- Ankeny Economic Development Urban Renewal - $7,561,586
- Ankeny 1991 Urban Renewal - $560,474

- Ankeny Northeast Urban Renewal - $554,056

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving debt certification forms, appropriating funds and directing filing of certifications.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Exhibit A
Exhibit B
Exhibit C

RESOLUTION

A RESOLUTION APPROVING DEBT CERTIFICATION FORMS, APPROPRIATING FUNDS AND DIRECTING FILING OF CERTIFICATIONS

WHEREAS, Iowa Code Section 403.19 requires that cities certify all loans, advances, indebtedness and bonds for which the City seeks reimbursement on or before December 1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa approves the debt certification forms attached hereto as Exhibits A, B and C, appropriates the funds listed therein, and directs that the Administrative Services Director file said debt certificates with the Polk County Auditor on or before December 1, 2023.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Exhibit A

FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area

TIF Authority (Name of City or County Operating the TIF): Ankeny

County (Where TIF is Located): Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **946,984.00**

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018

	Individual TIF Indebtedness Type/Description:	Date Approved*: (Format: XX/XX/20XX)	Total Amount:
1	2024 General Obligation Bonds	11/20/2023	543,838.00
2	Purfoods tax rebate agreement	11/20/2023	276,848.00
3	Graham Group tax rebate agreement	11/20/2023	126,298.00
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		Total TIF Indebtedness NOT Previously Certified:	**946,984.00**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

FORM 2

SPECIFIC URBAN RENEWAL TIF AREA TOTAL TAX DOLLAR REQUEST FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and/or County named above, the TIF Authority requests less than the maximum legally available TIF increment tax as totaled below.

Typically There Would Only Be A Single Entry In 'Tax Amount Requested'	Tax Amount Requested:
Deere & Company ($283,222) & Toro ($440,555) tax rebate agreement	723,777
Woodman Electrical Contractors ($103) & Deere & Company ($70,326) tax rebate agreement	70,429
Purfoods ($8,014) & Baker Group (-$132,297) tax rebate agreement	-124,283
Graham Group ($21,193) & Hy-Vee ($83,803) tax rebate agreement	104,996
PDI ($276,583) & Casey's ($177,205) tax rebate agreement	453,788
Toro ($34,311) & Ruan Transport ($58,976) tax rebate agreement	93,287
Kreg Enterprises ($181,789) & Crosswinds Business Park ($110,589) tax rebate agreement	292,378
Ryan Companies ($286,268) & Mrs. Clarks ($37,881) tax rebate agreement	324,149
Echo Group ($222,901) & Taylored Expressions ($75,241) tax rebate agreement	298,142
Pet Parents ($135,591) & Opus Development ($118,691) tax rebate agreement	254,282
2015 General Obligation Bonds	393,182
2016 General Obligation Bonds	343,300
2017 General Obligation Bonds	533,156
2018 General Obligation Bonds	661,100
2019 General Obligation Bonds	1,158,150
2020 General Obligation Bonds	567,050
2021 General Obligation Bonds	1,151,450
2022 General Obligation Bonds	376,500
2024 General Obligation Bonds	52,738
Interest income	-165,985
Total TIF Increment Tax Request For This Urban Renewal Area:	**7,561,586**

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER

CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

	Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced: (Format: XX/XX/20XX)	Amount Reduced:
1	Interest income	06/30/2023	165,985.09
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	Total Indebtedness Reduction For This Urban Renewal Area:		**165,985.09**

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

Exhibit B

FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area

TIF Authority (Name of City or County Operating the TIF): Ankeny

County (Where TIF is Located): Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **0.00**

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019

	Individual TIF Indebtedness Type/Description:	Date Approved*: (Format: XX/XX/20XX)	Total Amount:
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		Total TIF Indebtedness NOT Previously Certified:	**0.00**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

FORM 2

SPECIFIC URBAN RENEWAL TIF AREA TOTAL TAX DOLLAR REQUEST FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and/or County named above, the TIF Authority requests less than the maximum legally available TIF increment tax as totaled below.

Typically There Would Only Be A Single Entry In 'Tax Amount Requested'	Tax Amount Requested:
2019 General Obligation Bonds	80,800
2020 General Obligation Bonds	32,400
2021 General Obligation Bonds	226,450
2022 General Obligation Bonds	191,475
2023 General Obligation Bonds	29,349
Total TIF Increment Tax Request For This Urban Renewal Area:	**560,474**

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER

CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

	Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced: (Format: XX/XX/20XX)	Amount Reduced:
1	2023 General Obligation Bonds	06/21/23	48,676.00
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	Total Indebtedness Reduction For This Urban Renewal Area:		**48,676.00**

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

Exhibit C

FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area

TIF Authority (Name of City or County Operating the TIF): Ankeny

County (Where TIF is Located): Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **0.00**

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080

	Individual TIF Indebtedness Type/Description:	Date Approved*: (Format: XX/XX/20XX)	Total Amount:
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		Total TIF Indebtedness NOT Previously Certified:	**0.00**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

FORM 2

SPECIFIC URBAN RENEWAL TIF AREA TOTAL TAX DOLLAR REQUEST FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and/or County named above, the TIF Authority requests less than the maximum legally available TIF increment tax as totaled below.

Typically There Would Only Be A Single Entry In 'Tax Amount Requested'	Tax Amount Requested:
2022 General Obligation Bonds	554,056
Total TIF Increment Tax Request For This Urban Renewal Area:	**554,056**

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER

CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

	Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced: (Format: XX/XX/20XX)	Amount Reduced:
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
	Total Indebtedness Reduction For This Urban Renewal Area:		**0.00**

Dated this 20th day of November, 2023

Signature of Authorized Official

(515) 965-6409
Telephone

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

EXECUTIVE SUMMARY:

The Senior Bond Issuance Certificates of WRA Participating Communities are required as part of the Second Amended and Restated 28E Agreement. The certificates are the mechanism that gives the WRA the authority to issue debt on behalf of the Participating Communities.

From March through June 2023, the WRA Participating Communities authorized additional borrowing authority for $94,250,000 for upcoming capital projects via the 2023 Senior Bond Issuance Certificates. The 2023 Senior Bond Issuance Certificates included $10,000,000 of bid contingency for projects enumerated therein.

The WRA is contemplating a new project for land acquisition, demolition and clearing project for a new WRA site, in an estimated amount of $9,000,000.

The WRA requires Participating Communities to approve proposed indebtedness prior to issuance and

has suggested utilizing $9,000,000 of the original $10,000,000 bid contingency for the new WRA Site Acquisition, Demolition and Clearing Project.

FISCAL IMPACT: **No**

There is no impact on the previously approved aggregate amount of $94,250,000 proposed issuance by the WRA and approved by all Participating Communities, nor a modification to the previously approved allocation of debt service for each of the Participating Communities.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

A RESOLUTION APPROVING SUPPLEMENT TO 2023 SENIOR BOND ISSUANCE CERTIFICATE OF DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY PARTICIPATING COMMUNITY

WHEREAS, the City of Ankeny, Iowa is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), and is in compliance with the provisions of the WRA Agreement; and

WHEREAS, the WRA identified projects for which not more than $94,250,000 of WRA Bonds are anticipated to be issued in calendar years 2023 and 2024, memorialized in the 2023 Senior Bond Issuance Certificate approved by all Participating Communities around July 2023, with correlating allocations of debt service to Participating Communities; and

WHEREAS, the 2023 Senior Bond Issuance Certificate included $10,000,000 of bid contingency for projects enumerated therein; and

WHEREAS, WRA is contemplating a new project for land acquisition, demolition and clearing project for a new WRA Site, in an estimated amount of $9,000,000; and

WHEREAS, the WRA requires Participating Communities to approve proposed indebtedness prior to issuance, and has suggested utilizing $9,000,000 of the original $10,000,000 bid contingency for the new WRA Site Acquisition, Demolition and Clearing Project.

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

Section 1. That the City Council of the City of Ankeny, Iowa, hereby approves expanding the scope of the $10,000,000 bid contingency previously identified within the 2023 Senior Bond Issuance Certificate of WRA Participating Community to include the WRA Site Acquisition, Demolition and Clearing Project in the estimated amount of $9,000,000 (bid contingency reduced to $1,000,000), there being no impact on the previously approved aggregate amount of $94,250,000 proposed issuance by the WRA and approved by all Participating Communities, nor a modification to the previously approved allocation of debt service for each of the Participating Communities.

Section 2. That a copy of this Resolution shall be filed with the WRA confirming the City Council of the City of Ankeny, Iowa's action herein, and supplementing the 2023 Senior Bond Issuance Certificate.

PASSED AND APPROVED this 20th day of November, 2023.

_____

Mark E. Holm, Mayor

I, Michelle Yuska, City Clerk of said City of Ankeny, Iowa hereby certify that at a meeting of the City Council of the City of Ankeny, Iowa, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

_____

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** setting a public hearing on the Amendment to Telecommunications & Grounds Space Lease by the City of Ankeny and Cell Tower Lease Amendment with CCATT LLC. (date of hrg: 12/4/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a Resolution for an Amendment to the Telecommunications & Ground Space Lease between the City and CCATT ("Crown Castle"). This requires setting a public hearing date on the amendment.

The City and Crown Castle are parties to an existing lease agreement for the large stealth monopole cell tower located in the Prairie Ridge Park. The agreement was originally approved with AT&T in 2002, however Crown Castle acquired portions of AT&T's tower portfolio, including this site and the lease agreement was assigned to them, or their successor (NCWPCS MPL 30 - Year Sites Towe Holding LLC, by and through CCATT LLC). Crown Castle has expressed interest in extending the existing contract with the City that would otherwise expire in 2027. The extension is requested now to help facilitate long term investment by Crown Castle and potential co-locator entities. The deal points of the proposed lease amendment are summarized below:

- *City grants Crown four additional 5-year renewal terms to extend the final lease expiration date to March 2047;*

- *Beginning March 1, 2024, convert the annual rent escalator from higher of CPI or 4%, to 4%;*
- *Crown to provide the City $15,000 signing bonus within 60 days of full execution of lease amendment;*
- *City consents to Crown's subleasing to T-Mobile and Crown agrees to pay $6,000/annually for T-Mobile's colocation upon commencement of construction (revenue share);*
- *T-Mobile revenue share will escalate at 4% annually on the anniversary of its construction date;*
- *T-Mobile revenue share will cease if T-Mobile removes their equipment from the tower;*
- *Modify colocation/revenue share language in lease to state that the new revenue share amount will be $6,000/annually in year 1 of the amendment and escalate at 4% annually –regardless of when the next future co-locator installs; and*
- *Crown receives a right of first offer to match any offer received by the City to buyout the lease.*

A public hearing on this amendment to the lease agreement between the parties is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: **No**

Approval of this item, setting a public hearing, will have a minimal financial impact to the City. Possible approval of the proposed amendment will occur as a separate action by the City Council, but does impact revenue received monthly and annually from Crown Castle. If the contract is fulfilled in its entirety, the lease could generate approximately $625,000 over 20 years in base rent, plus additional revenue from co-located entities.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approving this items and setting the public hearing for December 4, 2023 at 5:30PM in the City Council Chambers.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolutions: #2001-302; #2003-423; and #2013-385

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Public Hearing Notice
Original Lease Agreement
Amended Agreement
Memorandum of Lease

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SETTING OF A HEARING ON APPROVAL OF AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE AGREEMENT BETWEEN THE CITY OF ANKENY AND CCATT LLC

WHEREAS, the City of Ankeny and Telecorp Realty, L.L.C. entered into a Telecommunications & Ground Space Lease Agreement ("Agreement") dated February 4, 2002 for property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress and egress and utilities, generally located at the Prairie Ridge Sports Complex, legally described as:

Owned Premises. Lot 1 Prairie Ridge Park Plat 1, an official plat in the City of Ankeny, Polk County, Iowa;

Leased Area. Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Access Easement. A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the Stn P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: -Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Future Access Easement. A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44' East 45,87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet); Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Telephone Easement. An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81 ° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

WHEREAS, NCWPCS MPL 30 -Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, desire to amend the Agreement by execution of the Amendment to Telecommunications & Grounds Space Lease (the "Amendment"); and

WHEREAS, pursuant to Section 364.7 of the Iowa Code, a public hearing is required on the Amendment

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the proposed Amendment is hereby set for the 4th day of December 2023 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 ____ day of _____ 2023.

_____
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 FIRST AMENDMENT TO INTERIM TOWER LEASE AGREEMENT BY AND BETWEEN CITY OF ANKENY AND CCATT LLC

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the City of Ankeny, Iowa, will hold a public hearing on the 4th day of December 2023, 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 an Amendment to Telecommunications & Ground Space Lease dated February 4, 2002, by and between the City of Ankeny and CCATT LLC ("Crown Castle"), regarding the leased premises located at the Prairie Ridge Sports Complex, Ankeny, Iowa 50023, and legally described as:

> Leased Area. Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of proposed Amendment 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 ____ day of _____ 2023.

_____
Mark E. Holm, Mayor

Attest:

_____
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ___ day of _____ 2023.

Site I.D.: DSM178D
City: Ankeny
Telecorp: Prairie
Ridge Park

TELECOMMUNICATIONS & GROUND SPACE LEASE

This Telecommunications Tower and Ground Space Lease (the "Lease") is made and entered into the 4th day of February, 2002, by and between the City of Ankeny, Iowa, whose address is 410 West 1st Street, Ankeny, IA 50021, hereinafter referred to as "Lessor", and Telecorp Realty, L.L.C., hereinafter referred to as "Lessee".

Background

A. Lessor is the owner in fee simple of a parcel of land located in the City of Ankeny, Polk County, State of Iowa, legally described on the attached Exhibit A (the Owned Premises).

B. Lessee desires to lease space on the Owned Premises for the installation and operation of a cellular radio-telephone communications antennae facility, which shall include a stealth tower, internal antennae, supporting equipment, connecting cables and appurtenances (collectively, "Wireless Telecommunication Facility") for use in connection with its communication business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** Lessor leases to Lessee and Lessee leases from Lessor a portion of the Owned Premises, consisting of (i) ground space on the Owned Premises and (ii) easements for ingress/egress and utilities as shown on the Site Plan/Legal Description attached as Exhibit B (collectively, the "Leased Premises").

This Lease is not a franchise pursuant to state, local or federal law, nor is it a permit to use the rights-of-way. Any such franchise or permit must be obtained separately.

2. **Term.** The initial term of this Lease shall commence upon the award of the Building Permit by the City of Ankeny to Lessee for the Wireless Telecommunication Facility (the Commencement Date) and end ten (10) years from the Commencement Date. Lessee shall have the option to renew this Lease for up to three (3) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lessee's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

3. **Rent.**

3.1. **Base Rent.**

a. Upon fulfillment of the Conditions Precedent listed in Section 16 herein and receipt of the Building Permit to construct the Wireless Telecommunications Facility, Lessee shall provide to the Lessor a Performance Bond in the amount of ten thousand dollars ($10,000). In addition to herein, Lessee shall pay to Lessor as annual rent for the Leased Premises the sum of nine thousand six hundred dollars ($9,600) (the "Base Rent"). Lessee shall pay Lessor Base Rent for the first year on the Commencement Date, and for each year thereafter on the Anniversary of the Commencement Date, unless the Base Rent is abated pursuant to Section 16 herein. Base Rent shall be increased annually as described in Section (3)(c) herein.

b. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two per cent (2%) per month or the highest rate permitted by law.

* c. The Base Rent, (including the Co-location Rent), shall be increased annually effective as of each anniversary of the Commencement Date by the greater of four per cent (4%) of the previous year's Base Rent or the percentage increase in the CPI over the CPI for the 12 months prior to the adjustment date. "CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination.

e. To the extent that Lessor desires to purchase cellular telephone service from Lessee, Lessee shall offer this service to Lessor at the most favorable rate and terms that Lessee then offers to any other person obtaining similar or like service.

3.2. **Co-Location and Co-Location Rent.**

* a. Lessor acknowledges that the Wireless Telecommunication Facility will be used by other wireless telecommunication entities not party to this Lease, with this additional use to be known as "Co-location". All applications for co-location shall be subject to Lessor's written approval prior to agreement, which shall not be unreasonably withheld, delayed or conditioned. Lessor shall review such application and respond in writing within ten (10) regular business days of receipt of Lessee's written notification. In the event that Lessor fails to respond in writing with the ten day review period, then such application shall be deemed approved by Lessor. Lessee shall be solely responsible in ensuring that all co-location activities conform to the terms and conditions of this Lease. Lessee warrants that the design of the stealth tower will permit at

least two (2) co-locators and shall not unreasonably withhold, delay or condition consent to such co-location.

b. Lessee shall pay an additional rent ("Co-Location Rent") of Three Thousand Dollars ($3,000) per year for each approved co- location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. The Co-Location Rent shall be payable as Base Rent. All other rent payment conditions in Section 3 of this Leased shall apply to co-location rent payments. Lessor's consent to the co-location of carriers other than PCS Broadband, Cellular and ESMR carriers will be conditioned upon the negotiation of appropriate co-location rent.

4. **Use of Leased Premises.**

a. Lessee shall use the Leased Premises for the installation, operation, and maintenance of its Wireless Telecommunication Facility for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Lessee may erect and operate a stealth tower which shall be of the maximum height permitted by law or regulation without hazard painting or lighting. In no event shall the height of the stealth tower and attachments exceed 170 feet above the ground. All antennae, cables or other attachments shall be hidden within the stealth tower. Lessee may place ground-based support equipment or building, on the ground in the course of providing wireless telecommunication services, as described on Exhibit C.

b. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, radiation and safety, zoning, site plan approval, and special use permits) in connection with the use, operation, maintenance, construction and/or installation of the Wireless Telecommunication Facility on the Leased Premises. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense (including reimbursement of Lessor's reasonable attorney and administrative fees, if any), any federal licenses and permits required for, or substantially required by, Lessee's use of the Leased Premises.

c. (1) The Wireless Telecommunication Facility is agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Upon termination of the Lease, the Lessee shall remove the Wireless Telecommunication Facility and any underground improvements, up to four (4) feet in depth, from the Leased Premises within ninety (90) days. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by Lessor or any of Lessor's assignees or lessees. If, however, Lessee requests permission to not remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided in Section 4(c)(1) herein. Lessee shall restore the affected areas of the Leased Premises to the conditions which existed prior to this Lease, reasonable wear and tear excepted.

(3) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to Section 4(c)(1) and (2) herein shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

d. The only signage that shall be placed on the Wireless Communication Facility shall be a sign listing the Federal Communications Commission (FCC) registration number for the stealth tower erected on the Leased Premises.

e. Lessee shall provide Lessor with a landscape drawing for the Leased Premises. Upon receipt of documentation outlining the landscaping cost, Lessee shall pay Lessor a one-time fee, not to exceed $2,000, for the implementation of such landscaping by the Lessor.

5. **Construction Standards.** The Wireless Telecommunication Facility shall be installed on the Leased Premises in a good and workmanlike manner without the attachment of any construction liens.

6. **Installation of Equipment.**

a. Lessee shall have the right, at its sole cost and expense, to install, operate and maintain its Wireless Telecommunication Facility on the Leased Premises, as described on Exhibit C, in accordance with good engineering practices and with all site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

b. Lessee's installation of such a Wireless Telecommunication Facility shall be done according to plans approved by Lessor, whose approval shall not be unreasonably withheld, delayed or conditioned. Specifically, Lessee shall comply with the construction plans for the Ankeny Prairie Ridge Stealth Flag Pole Cell Tower Site, DSM178D, as finally approved by the Ankeny site plan process.

c. Within thirty (30) days of the completion of the initial installation of the Wireless Telecommunication Facility, Lessee shall provide Lessor with as-built drawings of the Wireless Telecommunication Facility and the improvements installed on the Leased Premises, which show the actual location of all equipment and improvements consistent with Exhibit C.

7. **Maintenance.**

a. Lessee shall, at its own expense, maintain the Leased Premises and any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Lessor so as not to conflict with the use of, or other leasing, of the Owned Premises by Lessor. Lessee shall not interfere with the use of the Owned Premises, related facilities or other equipment of other lessees.

b. Lessee shall have sole responsibility for the maintenance, repair, and security of its stealth tower, equipment, personal property, leasehold improvements, and directional antennae, equipment building, connecting cables, and appurtenances of the Wireless

Telecommunication Facility, and Lessee shall keep the same in good repair and condition during the term of the Lease, and as such Lease terms may be renewed and extended.

c. Lessee shall keep the Leased Premises free of debris and anything of a dangerous. noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

8. **Leased Premises Access.** Lessee shall have 24-hour/7-day access to the Leased Premises by means reasonably designated by Lessor, in order to install, operate and maintain its Wireless Telecommunication Facility.

9. **Utilities.** Unless the Leased Premises is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Lessor hereby grants to Lessee the following described Easement Parcels appurtenant to the Leased Premises:

Use: Ingress/Egress. Width: 12'; Approximate length: as needed per survey between Leased Premises and the public road, as shown on Exhibit B.

Use: Utility (Telephone). Width: 8'; Approximate length: As needed per survey between the Leased Premises and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require, as shown on Exhibit B.

Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall timely pay all costs associated therewith.

10. **RF Interference**

a. Non-interference by Lessee. The Wireless Telecommunication facility shall be installed and operated in a manner which does not cause radio-frequency interference ("RF interference") to the operations of any Protected User. "Protected User" shall mean any existing user or lessee of the Owned Premises listed on Exhibit D attached hereto, which Lessor hereby warrants to Lessee is an accurate listing of the frequencies, orientation, placement, height, location, and description of all existing antennae, transmitters, receivers, or other radio or electronic transmitting or receiving equipment located on the Premises. Lessee agrees to immediately cure any such RF interference caused to a Protected User by Lessee's equipment or, if such RF interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of RF interference, until a cure at full power is achieved.

b. Non-interference by Lessor. Lessor covenants to use Lessor's best efforts to protect Lessee from RF interference caused or potentially caused by subsequent users or lessees of the Owned Premises or changes in its use. Lessor, and its successors and assigns, shall not use, allow or permit the Owned Premises to be used in any manner which will materially impair the use of the Wireless Telecommunication Facility hereafter erected or located upon the Leased

Premises by Lessee or allow any use in any way as shall cause any destructive or conflicting interference with the radio, telephone, or communications signals to and from the facilities or equipment of Lessee. If any harmful RF interference shall result from any such transmitters, equipment, antennae, or dishes permitted on the Leased Premises by Lessor, to the facilities or equipment of Lessee installed on the Leased Premises, then Lessor shall immediately cause such transmitter, equipment, antennae or dish to be discontinued from operation until such interference is eliminated. If Lessor cannot eliminate such RF interference, Lessee may terminate this Lease in accordance with Section 17 herein.

11. **Monetary Default by Lessee.** Lessee shall be in default of this Lease if Lessee fails to make payment of rent, or any other sums, when due and such failure continues for ten (10) days after Lessor notifies Lessee in writing of such failure.

12. **Non-monetary Default by Lessee.** If Lessee fails to comply with any non-monetary provision of this Lease which Lessor claims to be a default hereof, Lessor shall serve written notice of such default upon Lessee, whereupon a grace period of 30 days shall commence to run during which Lessee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided Lessee makes a good faith showing that efforts toward a cure are continuing.

13. **Cure or Termination by Lessor.** In the event of any default of this Lease by Lessee the Lessor may at any time after giving notice, cure the default for, and at the expense of the Lessee. If Lessor is compelled to pay, or elects to pay, any sum of money or incurs any expense, the sums or expenses so paid by Lessor, with all interest, costs, and damages, shall be deemed Additional Rent due from the Lessee to Lessor on the first day of the month following their payment by Lessor.

In the event of default of this Lease by Lessee, or if Lessee loses its FCC license for any reason, including, but not limited to, non-renewal, expiration, or cancellation, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject all persons therefrom, and terminate this Lease. Lessor shall give Lessee ninety (90) days notice of its exercise of its right of termination of this Lease. Such notice of termination shall be given Lessee in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All prepaid rent payments received by Lessor from Lessee shall be retained by Lessor. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other. In the event of termination, Lessee shall remove the Wireless Telecommunication Facility in accordance with Section 4(c) hereof. Re-entry and taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease. If termination occurs for any reason during the tenth year of the term, or during either of the three optional five-year extensions of the term, the amount of the Additional Rent due upon termination shall be zero.

14. **Performance Bond.** To secure the timely performance by Lessee of all terms, covenants and conditions of this lease, Lessee shall provide Lessor with a performance bond in an amount not less than ten thousand dollars ($10,000) in a form mutually satisfactory to the

parties, and shall maintain said bond in effect during the term of this lease including any renewals.

15. **Lessee's Condition Precedent.** This Lease and Lessee's obligations hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

a. Lessee must receive all necessary local state, and federal governmental approvals relating to Lessee's intended use of the Leased Premises; Lessor agrees to cooperate with Lessee in obtaining all such approvals;

b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Leased Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Leased Premises; and

c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land underlying the Leased Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee' s intended use of the Leased Premises or would impair Lessee's ability to pledge the leasehold estate as collateral to secure debt financing.

16. **Abatement of Rent Pending Conditions.** Lessee shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due for the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

17. **Option to Terminate.** Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option. Upon such termination, Lessee shall remove the Wireless Telecommunication Facility in accordance with Section 4(c) herein.

18. **Alteration, Damage or Destruction.** If the Leased Premises or any portion thereof is altered, damaged or destroyed, through no fault or negligence of Lessee, so as to materially hinder effective use of the Wireless Telecommunication Facility, Lessee may elect to terminate this Lease, without paying Additional Rent to Lessor, upon thirty (30) days written notice to Lessor. In such event, Lessee shall remove the Wireless Telecommunication Facility from the Leased Premises in accordance with Section 4(c). This Lease and Lessee's obligations hereunder shall terminate upon Lessee's fulfillment of Section 4(c), at which time Lessee shall be entitled to reimbursement of any prepaid rent.

19. **Condemnation.** In the event the Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right to

claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment building, personal property, antennae, connecting cables, appurtenances, and other leasehold improvements.

20. **Mutual Indemnification.**

a. Lessee's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessor, its employees, agents or contractors, Lessee agrees to hold Lessor harmless, indemnify it, and, at Lessor's option, defend it from and against all liability, damages, losses, costs, causes of action, charges and expenses, including reasonable attorney fees, which Lessor may sustain, incur or be liable for arising out of or related to Lessee's use or occupancy of the Leased Premises and its facilities.

b. Lessor's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessee, its employees, agents or contractors, Lessor agrees to hold Lessee harmless and indemnify it, and, at Lessee's option, defend it from and against all liability, damages, losses, costs, causes of action, charges and expenses, including reasonable attorney fees, which Lessee may sustain, incur or be liable for arising out of or related to Lessor's use or occupancy of the property and buildings of which the Leased Premises and the easement parcels are a part.

Lessee and Lessor acknowledge, however, that each party may sustain substantial consequential damages if damage to the stealth tower or the equipment on the Leased Premises or the access easement parcel occurs or its use is interrupted. Because of these substantial, potential damages, Lessee and Lessor covenant with each other that in no event and/or under no circumstances shall each party, or their officers, directors, members, or employees, be liable to each other or any other person or entity for consequential damages relating to or arising out of each other's use and/or occupancy of the Leased Premises or the access easement parcel, regardless of whether those consequential damages arise out of, relate to, or are caused by the other party's negligent actions or omissions.

21. **Insurance.** Lessee shall provide such insurance as is required by the Insurance Schedule attached hereto.

22. **Environmental Warranty.** Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Owned Premises, and that Lessor has no knowledge of such uses historically having been made of the Owned Premises or such substances historically having been introduced thereon.

Lessee hereby represents and warrants that its use of the Leased Premises herein shall not generate or dispose of any hazardous substance on the Leased Premises, and, with the exception

of batteries, it will not store on or transport to, or over, the Leased Premises any hazardous substance. Lessee further agrees to hold Lessor harmless from, and indemnify Lessor against, any release of any such hazardous substance and any damage, loss, expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence of Lessor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages, arising from the presence of Hazardous Substance upon, about or beneath the Leased Premises or migrating to or from the Leased Premises or arising in any manner whatsoever out of the violation of any Environmental Laws pertaining to the Leased Premises and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee. Lessor's indemnification obligations hereunder shall survive the termination of this Lease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at two (2) times the rents herein specified (prorated on a monthly basis) and shall otherwise be on the conditions herein specified, so far as applicable.

24. **Subordination.** Lessee agrees to subordinate this Lease to any mortgagee or trust deed which may hereafter be placed on the Lease Premises, provided such mortgagee or trustee thereunder shall ensure to Lessee the right to possession of the Leased Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Lessee. If requested by Lessee, Lessor agrees to use Lessor's best efforts to assist Lessee in obtaining from any holder of a security interest in the land underlying the Lease Premises a non-disturbance agreement in form reasonably satisfactory to Lessee.

25. **Acceptance of Leased Premises.** By taking possession of the Leased Premises, Lessee accepted the Leased Premises in the condition existing as of the Commencement Date. Except as otherwise set forth herein, Lessor makes no representation or warranty with respect to the condition of the Leased Premises and Lessor shall not be liable for any latent or patent defect in the Leased Premises.

26. **Estoppel Certificate.** Upon at least ten (10) days prior written notice from Lessor, Lessee shall deliver to Lessor a written statement certifying that (i) the Lease is unmodified and in full force, or if the Lease has been modified, that the Lease is in full force as modified and the modifications are then identified; (ii) the dates to which rent and other charges

have been paid; (iii) so far as the certifying party knows, Lessor is not in default under any provisions of the Lease; and (iv) such other matters as Lessor may reasonably request.

27. **Notices.** All notices and correspondence shall be sent to the following:

Lessor:	**Lessee:**
City Manager	General Counsel
City of Ankeny	Telecorp Realty, L.L.C.
410 West 1st Street	1010 North Glebe Road, Suite 800
Ankeny, IA 50021	Arlington, VA 22201

28. **Assignment of Lease by Lessee.** This Lease and the Leased Premises hereunder are assignable by the Lessee to the following: (i) any person or business entity which is a parent, subsidiary or affiliate of Lessee; (ii) any person or business entity which controls or is controlled by or under a common control with Lessee; (iii) any person or business entity which is merged or consolidated with Lessee; or (iv) any person or business entity which purchases a majority or controlling interest in the ownership or assets of Lessee. Any assignment of this Lease and the Leased Premises hereunder by the Lessee shall not occur without the Lessor's consent, which consent shall not be reasonably withheld, conditioned or delayed. Lessee's right to effect an outright transfer of the Leased Premises, and the right of any collateral assignee to seize the Leased Premises as defaulted security, is subject only to the limitation that the Leased Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee. No assignment shall relieve Telecorp Realty L.L.C. of the Lessee's obligations under this Lease.

29. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

31. **Modifications.** This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

32. **Attorney's fees.** In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

33. **Non-Waiver.** Failure of Lessor or Lessee to insist on such performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but each party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. This receipt of any sum paid by one party to the other after of breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

34. **Property Taxes.**

a. Lessee shall pay any personal property taxes assessed on , or any portion of such taxes attributable to, the Wireless Telecommunication Facility. Lessor shall pay when due, or claim an appropriate exemption from, all real property taxes and all other fees and assessments attributable to the land underlying the Leased Premises. However, Lessee shall pay, as Additional Rent, any increase in real property taxes levied against the Leased Premises which is directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish proof of such increase to Lessee.

b. Lessor's requests to Lessee for contribution or reimbursement of property taxes should be addressed to Telecorp Realty, L.L.C., 1010 North Glebe Road, Suite 800, Arlington, Virginia 22201. All requests must be accompanied by a copy of Lessor's tax bill. Lessee shall comply with requests for contribution by issuing a check for Lessee's proportionate share made payable to the tax collector. Lessee shall comply with requests for reimbursement by issuing a check to Lessor, provided that a paid tax receipt accompanies such request.

c. Lessee shall have the right, but not the obligation, to pay Lessor's real estate taxes on the underlying land if the same become delinquent, to ensure that Lessee's leasehold interest does not become extinguished. Lessee shall be entitled to take a credit against rent for the portion of Lessor's taxes which it was not Lessee's obligation to pay, as such amount shall reasonably be substantiated.

35. **Headings.** The headings of this Lease are for convenience only and shall not be considered as part of the Lease for purposes of construction of the terms and conditions hereof.

36. **Miscellaneous.**

a. Lessor and Lessee represent that each, respectively. has full right, power, and authority to execute this Lease.

b. This Lease shall be construed in accordance with the laws of the State of Iowa.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

37. **Quiet Enjoyment.** Lessor warrants that Lessee is entitled to access to the Property at all times and to the quiet possession of the Leased Premises throughout the Initial term and each Renewal term so long as Lessee is not in default of any term of this Lease beyond expiration of the cure period set forth in paragraph 12 above.

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

Lessor:
The City of Ankeny, Iowa

By: Merle O. Johnson
Merle O. Johnson, Mayor

ATTEST:

By: Pamela DeMouth
Pamela DeMouth, City Clerk

Lessee:
Telecorp Realty, L.L.C.
By: TeleCorp Communications, Inc.
Its: Managing Member

By: ~~Thomas H. Sullivan~~
Print Name: ~~President~~
Title:
Date: 11/27/01

STATE OF IOWA, POLK COUNTY, ss:

On this 4th day of February, 2002, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Merle O. Johnson** and **Pamela DeMouth**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Ankeny, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in ~~Ordinance~~ Resolution No. 2001-302 passed by resolution of the City Council ~~under Roll Call No. _____ of the City Council~~ on the 4th day of February, 2002, and that **Merle O. Johnson** and **Pamela DeMouth**, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Debra M. Arend
Notary Public in and for the State of Iowa

DEBRA M. AREND
Commission Number 708240
My Commission Expires
2/8/04

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF Arlington)

On this 27th day of November, 2001, before me appeared Thomas H. Sullivan, to me personally known, who, being by me duly sworn, did say that he is the President of TeleCorp Realty, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and said — acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ursa Fitzgerald
Notary Public

My term is permanent/expires: 3/31/03

This document was drafted by:

_____

Exhibit A

Legal Description of the Owned Premises

Lot 1 Prairie Ridge Park Plat 1, an official plat in the City of Ankeny, Polk County, Iowa.

Exhibit B

Legal Description of the Leased Premises

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44' East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet); Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Exhibit B (cont'd.)

Description of Telephone Easement:

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

Exhibit C

Equipment to be placed on the Leased Premises

The following Stealth Tower and Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Leased Premises.

> See the construction plans for the Ankeny Prairie Ridge Stealth Flag Pole Cell Tower Site, DSM178D, as finally approved by the Ankeny site plan process.

Exhibit D

Protected Users of the Premises

This is the first lease granted for a wireless telecommunication antenna facility on or near the Leased Premises. For the purpose of determining radio frequency interference, there are no Protected Users.

INSURANCE SCHEDULE

1. Any policy of insurance or certificate of insurance required hereunder shall be with a carrier authorized to do business in Iowa and a carrier that has received a rating of A or better in the current Best's Rating Guide.

2. Any policy of insurance required hereunder shall provide for a thirty-day notice to the City of any material change or cancellation of the policy prior to its expiration date.

3. Lessee shall have its insurance agent or company certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance of policy or certificate.

4. Lessee shall furnish copies of the following policies to the City, with limits not less than the following, or greater if required by law, and shall also furnish certificates of insurance from all independent contractors or subcontractors hired by Lessee or any independent contractor or subcontractor, which certificates shall provide evidence of coverage for the following with limits not less than the following, or greater if required by law:

COMMERCIAL GENERAL LIABILITY:

General Aggregate Limited	$2,000,000
Products – Completed Operation Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

OR

Combined Single Limit	$2,000,000
Medical Payments	$5,000

Coverage is to include: occurrence form, premises/operations/products/completed operations coverage, independent contractors' coverage, contractual liability, broad form property damage. personal injury, City of Ankeny named as an additional insured with 30 days' written notice of change or cancellation.

AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE

THIS AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE (this "Amendment") is by and between City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 30 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee")" effective as of October __, 2023 ("Effective Date").

W*hereas*, Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., are parties to that certain Telecommunications & Ground Space Lease dated February 4, 2002 (as amended, the "Ground Lease"), pursuant to which Lessor has leased to Lessee a portion of Lessor's property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress/egress and utilities, all as more particularly set forth in the Lease (the "Leased Premises"), on which Lessee has installed and operates a cellular radio-telephone communications antennae facility and related equipment and facilities (the "Wireless Telecommunication Facility"); and

Whereas, Lessee intends to enter into a sublease (the "T-Mobile Sublease") with T-Mobile Central LLC ("T-Mobile") permitting T-Mobile to locate and operate its equipment on the Wireless Telecommunication Facility;

Whereas, the duration of the Ground Lease was for an initial term of ten (10) years, with three (3) options for Lessee to renew the Ground Lease for five (5) years each.

Whereas, Lessor and Lessee desire to amend the Ground Lease with respect to the T-Mobile Sublease and to add additional renewal options upon the terms and conditions hereinafter set forth.

Now, Therefore, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Definitions.**

   (a) "Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

   (b) "Lessor's Notice Address" means 410 West 1st Street, Ankeny, IA 50021.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

2. **Term**. In addition to the three (3) five (5) year renewal options set forth in the Ground Lease, Lessor hereby grants Lessee the option to renew the Ground Lease for four (4) additional terms of five (5) years each, which options shall be exercised as provided in the Ground Lease.

3. **Base Rent**. Section 3.1(c) of the Ground Lease is deleted in its entirety and replaced with

the following:

"The Base Rent shall increase annually commencing on March 1, 2024 by an amount equal to the Base Rent payable during the immediately preceding month multiplied by four (4.00%) percent."

4. **Signing Bonus.** Lessee shall pay Lessor the amount of Fifteen Thousand Dollars ($15,000) ("Signing Bonus") within sixty (60) days of Lessee's execution of this Amendment.

5. **T-Mobile Sublease.** Lessee hereby consents to the T-Mobile Sublease in accordance with Section 3.2.a. of the Ground Lease.

6. **Co-Location and Co-Location Rent.** With respect to co-locations occurring after the Effective Date, Lessee shall pay additional rent ("Co-Location Rent") in the amount of Six Thousand Dollars ($6,000) per year for each approved co-location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. Said payments shall be made to Lessor on the first day of the first full calendar month following the commencement of construction activities on the Leased Premises or the commencement of equipment installation on the Wireless Telecommunication Facility by such carrier and on each anniversary of such date. The Co-Location Rent shall be payable as Base Rent. The amount of Co-Location Rent payable by Lessee shall increase by four percent (4.00%) annually on each anniversary of the Effective Date. For purposes of clarifying the immediately foregoing provision, if Lessee enters into an approved co-location during the period between the Effective Date and the first anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be $6,000 per year. If Lessee enters into an approved co-location during the period between the first anniversary of the Effective Date and the second anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be $6,240 per year, and so on. After the first year of Co-Location Rent, that Rent shall increase annually by an amount equal to the Co-Location Rent payable during the immediately preceding year multiplied by four (4.00%) percent. Lessee's obligation to pay Co-Location Rent with respect to each co-locator shall terminate in the event the co-locator removes its equipment and facilities from the Leased Premises and/or Wireless Telecommunication Facility.

The parties acknowledge and agree that the T-Mobile Sublease shall be subject to the foregoing terms and conditions with respect to Co-Location Rent.

7. **Right of First Refusal.** If, during the Lease Term, Extended Terms, or Additional Extended Terms, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for all or any portion of Lessor's interest in the Ground Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing), Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions

as in Lessor's Notice, Lessor's interest in the Ground Lease. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the interests described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Amendment shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

8. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Amendment as of the day and year first written above.

LESSOR:

The City of Ankeny

By: _____
Name: Mark E. Holm
Title: Mayor

Attest:

_____
Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 30 – Year Sites Tower Holdings LLC**,** a Delaware limited liabilitiy company

By: CCATT LLC, a Delaware limited liability company, its attorney in fact

By: _____
Name: _____
Title: _____

(Space above this line reserved for Recorder)

This instrument prepared by:

Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, Ohio 44113
Attn: Justin J. Eddy, Esq.
216-696-5676

Return to:

Crown Castle
8020 Katy Freeway
Houston, TX 77024
Attn: _____

MEMORANDUM OF AMENDMENT TO LEASE

This Memorandum of Amendment to Lease (this "Memorandum") is made and entered into as of _____, 2023 by and between the City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 30 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with reference to the following facts:

Lessor and Lessee desire to have this Memorandum recorded in the Official Records of Polk County, Iowa,

The parties have agreed as follows:

1. Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., have entered into that certain Telecommunications & Ground Space Lease dated February 4, 2002 (the "Lease"), a memorandum of which is recorded as Instrument No. 080312 in Book 9095, Page 143 of Polk County, Iowa Official Records, relating to a portion ("Leased Premises") of that certain real property located in the City of Ankeny, County of Polk, State of Iowa ("Property"). The Leased Premises and the Property are more particularly described in Exhibit "A" attached hereto. The Lease includes easements for ingress, egress and utilities all as more particularly described in Exhibit "A".

2. Lessor and Lessee have entered into that certain Amendment to Telecommunications & Ground Space Lease dated _____, 2023 (the "Amendment"), pursuant to which Lessor has granted Lessee (i) an additional four (4) five (5)-year renewal options (the "Additional Renewal Options"), which additional options are in addition to the three (3) five (5)-year) renewal options originally granted pursuant to the Lease, to be exercised as provided in the Lease; and (ii) a right of first refusal with respect to the acquisition of Lessor's interest in the Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing) (the "ROFR").

3. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[*Signature Page Follows*]

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

LESSOR:

The City of Ankeny

By: _____
Name: Mark E. Holm
Title: Mayor

Attest:

_____
Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 30 – Year Sites Tower Holdings LLC**,** a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company, its attorney in fact

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this __ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Mark E. Holm and Michelle Yuska, personally known to me, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affix ed to the foregoing instrument to which this is attached is the corporate seal of the City; that the foregoing instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____, passed by the City Council on the ___ day of _____, 2023; and that Mark E. Holm and Michelle Yuska, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

My commission expires: _____

STATE/COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

On this __ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me, who, being by me duly sworn, did say that they are the _____ of the CCATT LLC, a Delaware limited liability company, attorney in fact for NCWPCS MPL 30 – Year Sites Tower Holdings LLC**,** a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

_____
Notary Public in and for the State of Iowa

EXHIBIT A

Description of Parent Parcel:
Part of Lot 1 Prairie Ridge Park, Plat 1, City of Ankeny, Polk County, Iowa.

Description of Leased Area:
Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 15" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:
A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:
A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44' East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet);

[*continued*]

Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Description of Telephone Easement

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

Consent Agenda Items CA-1 through CA-46

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-46.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Economic Development	Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2160: An Ordinance Amending Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and providing that general property taxes shall no longer be divided on certain property located within the Amended 1989 Ankeny Economic Development Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa (Removing "Amendment No. 1 Area", "Amendment No. 2 Area", and "Amendment No. 3 Area" from division of taxes only)

EXECUTIVE SUMMARY:

The amended 1989 Ankeny Economic Development Urban Renewal Area Amendment Areas 1, 2 and 3 have reached their statutory life limit and are required to be removed from the ordinances allowing for the division of revenues on property with in these areas. This ordinance closes these urban renewal areas and ceases the division of revenues on property located within. Some of the property included in these areas were removed and added back into the urban renewal area with Amendment #8, so a few properties will remain. A majority of those properties remaining have active development agreements that have not been terminated. A majority of the area to be removed is located south of Oralabor Road. Following closure, this property can be added to a new urban renewal area if future projects warrant the need to do so.

FISCAL IMPACT: **No**

These urban renewal areas are statutorily required to expire 20 years following the first year in which debt within the urban renewal area is certified. There is no financial impact with this closure. This action has been planned for and anticipated since the inception of these amendments approximately 20 years ago.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented and advance to second and third readings. Staff will request the second and third reading of this ordinance be collapsed to meet the December 1 deadline imposed by the Polk County Auditor's office.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2160.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2160, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
URA Removal Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, AND 2072, AND PROVIDING THAT GENERAL PROPERTY TAXES SHALL NO LONGER BE DIVIDED **ON CERTAIN PROPERTY** LOCATED WITHIN THE AMENDED 1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL AREA, IN CITY OF ANKENY, COUNTY OF POLK STATE OF IOWA (REMOVING "AMENDMENT NO. 1 AREA", "AMENDMENT NO. 2 AREA", AND "AMENDMENT NO. 3 AREA" FROM DIVISION OF TAXES ONLY)

WHEREAS, the City Council of the City of Ankeny, State of Iowa, has heretofore, in Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, provided for the division of taxes within the 1989 Ankeny Economic Development Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, the City Council of the City of Ankeny has determined that in order to fulfill the purposes, objectives and projects for the Urban Renewal Area, and comply with the Urban Renewal Law, certain portions of the Urban Renewal Area must be removed from Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072 and no longer subject to the division of taxes under Section 403.19 of the Code of Iowa.

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

Section 1: That, as of July 1, 2024, the following portion (the "Amendment No. 1 Area", the "Amendment No. 2 Area", and the "Amendment No. 3 Area", or collectively the "Removed Property") of the 1989 Ankeny Economic Development Urban Renewal Area shall be removed from the application of Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and shall no longer be subject to the division of taxes under Section 403.19 of the Code of Iowa described in said Ordinances:

A. AMENDMENT NO. 1 AREA

Beginning at the south 1/4 corner of Section 19, T80N, R23W; thence east to the east line of the west 14 acres of the NW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south to the north line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence east to the east line of the SW 1/4 of the NE 1/4 of Section 30, T80N, R23W; thence south along said line to a point 1319.43' E and 431.12' N of the S 1/4 corner of Section 30; thence N 89° 39' 54" W, 12.86'; thence S 00° 20' 06" W, 33.22'; thence S 89° 41' 23" W, 135.80'; thence S 03° 29' 07" W, 43.21'; thence N 89° 48' 56" W, 269.48'; thence S 01° 28' 18" E, 355.09' to the S line of Section 30; thence westerly along said line to the west line of the E 15.36 acres of the NW 1/4 of the NE 1/4 of Section 31, thence S to the S line of the NW 1/4 of the

NE 1/4 of Section 31; thence easterly to the E line of Section 31; thence S along said E Section line 1840.72'; thence N 89° 55' 58" W, 813.52'; thence S 00° 00' 00" E, 5285.02'; thence N 88° 37' 53" W, 1,010.29'; thence N 00° 00' 00" E, 763.43'; thence N 88° 21' 58" W, 835.19'; thence N 00° 08' 03" E, 415.28'; thence westerly to the E ROW line of I-35; thence northerly along said ROW line to the S line of the N 1/2 of the SW 1/4 of Section 31; thence east to the southeast corner of the NE 1/4 of the SW 1/4 of Section 31; thence north along the centerline of section 31, T80N, R23W to the north line of the south 1/2 of the SW 1/4 of Section 30; thence west to the east ROW line of I-35; thence northerly along said ROW to the north line of Section 30; thence east along said north line to the P.O.B.

AND

The NE 1/4 of the SE 1/4 of the SE 1/4, and the west 60 acres of the south 1/2 of the SE 1/4, and the SE 1/4 of the SE 1/4 of the SE 1/4, all in Section 36, Township 80 North, Range 24 West of the 5th P.M., Polk County, Iowa, and Lot 1 in Carney Acres an official plat in Polk County, Iowa and the abandoned railroad right-of-way lying east of and adjacent to the east line of said Lot 1 in Carney Acres, and;

Beginning at a point on the East line of said SE 1/4 of Section 36 being 725.61 feet South of the East 1/4 corner of said Section 36; thence continuing South 00° 00' East, along said East line 596.85 feet to the SE 1/4 corner of the North 1/2 of said SE 1/4, Section 36; thence South 89° 46' 31" West, along the South line of the North 1/2 of the SE 1/4 said Section 36, 948.78 feet; thence North 00° 00' East, 596.85 feet; thence North 89° 46' 31" East, 948.78 feet to the point of beginning.

AND

Beginning at a point at the intersection of the north and west lines of Oralabor Cemetery; thence south to the south line of Oralabor Cemetery; thence east to the west ROW of the Chicago and Northwestern Railroad; thence southerly along said ROW to a point 613' north of the south line of the NW 1/4 of Section 36; thence west 1256'; thence south to the south line of the NW 1/4 of Section 36; thence east to the west ROW line of the Chicago and Northwestern R.R.; thence southwesterly along said ROW to the intersection of a line parallel to and 625' south of the north line of the south 1/2 of Section 32; thence west 2010.36'; thence north along the west line of Section 36 to the NW corner of Section 36; thence west to the west ROW line of S. Ankeny Blvd.; thence south along said ROW 350'; thence west 260'; thence south 142'; thence south along said ROW line to the south line of NE 1/4; thence west to the center of said section; thence north to the south ROW line of SW Ankeny Road; thence southwesterly along said ROW line to a point on the south line of the NW 1/4 of Section 35; thence west along said line to the west ROW line of SW Ankeny Road; thence S 56° 26' 00" W, 509.6'; thence southwesterly 605.4' on an 828.9' radius curve concave southeasterly, the cord for which bears S 35° 30' 30" W and has a length of 592.1'; thence S 79° 02' 00" W,

48.8'; thence N 10° 58' 00" W, 779.9' to the N line of the SE 1/4 of Section 34; thence west along said line to a point being the west ROW line of NW Polk City Dr.; thence north along said ROW line to a point on the north line of Section 34; thence east along the north Section line of Section 34 to a point on the north Section line of Section 36, T80N, R24W being the point of beginning,

LESS THE PROPERTY PREVIOUSLY REMOVED FROM THE AMENDMENT NO. 1 AREA BY AMENDMENT NO. 8 AS FOLLOWS:

EX S 10F E 282F- LOT 1 CARNEY ACRES Geo Parcel ID: **8024-36-377-001**
AND
PARCEL F BEG 50F E OF S 1/4 COR OF SEC THN N 1321.25F E 262.8F SW 289.09F S 1083F W 100F TO POB S 1/2 SE 1/4 LESS .092A RD SEC 36-80-24
Geo Parcel ID: **8024-36-400-013**
AND
LT 2 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-032**
AND
LT 1 CARNEY INDUSTRIAL PLAT 2 Geo Parcel ID: **8024-36-400-033**
AND
PARCEL A BK 10158 PG 677 BEG NW COR THN S 490.57F ALNG W LN TO ROW LN SE RIO CT SLY 97.7F TO SW CORE 122.47F ALNG S LN N 571.18F TO N LN W 157.02F TO POB LT 5 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-028**
AND
EX PARCEL A BK 10158 PG 677- & -EX PARCEL B BK 15488 PG 862- LT 5 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-039**
AND
PARCEL B BK 15488 PG 862 BEG SW COR LT 5 AKA SW COR PARCEL A THN E 122.48F TO SE COR PARCEL A THNN 411F E 305F S 418F W 431.12F TO W LN LT 4 THNNELY 7.89F TO POB LTS 4 & 5 CARNEY INDUSTRIAL PLAT
Geo Parcel ID: **8024-36-400-040**
AND
EX PARCEL B BK 15488 PG 862- LOTS 3 & 4 CARNEY INDUSTRIAL PLAT 1
Geo Parcel ID: **8024-36-400-041**
And
EX E 20F- LOT 1 LAKEVILLE REALTY PLAT 1
Geo Parcel ID: **8024-36-400-037**
And
EX BEG NE COR THN S 614.88F SWLY 47.02F W 24.98F NELY 54.86F N 609.96F E 20F TO POB- LOT 1 CIRCUIT CITY PLAT 1 Geo Parcel ID: **8024-36-400-034**
And
LOT 1 CHICAGO TUBE AND IRON PLAT 1 Geo Parcel ID: **8024-36-400-010**

And
S 298.23F MEAS PERPENDICULAR TO S LN LT 1 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-027**
And
EX S 298.23F MEAS PERPENDICULAR TO S LN- LT 1 & S 148.5F LT 2 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-031**
And
-EX S 148.5F MEAS PERPENDICULAR TO S LN- LOT 2 CARNEY INDUSTRIAL PLAT 1 Geo Parcel ID: **8024-36-400-030**
And
PARCEL K BEG 1320.3F S & 420.66F W OF NE COR THN SW 1224.22F N 865.78F E 879.65F TO POB SW 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-008**
And
BEG 1320.3F S & 267.93F W OF NE COR THN SW 1436.78F N 150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB SE 1/4 SW 1/4 LESS .05A RD SEC 31-80-23
Geo Parcel ID: **8023-31-300-022**
And
EX PARCEL K BEG 1320.3F S & 420.66F W OF NE COR SW 1/4 THN SW 1224.22F N 865.78F E879.65F TO POB-& -EX BEG 1320.3F S & 267.93F W OF NE COR THN SW1436.78F N150.32F NE 1224.22F TO S LN METRO NORTH E 152.73F TO POB- E 1300.18F LYG E OF I-35 SE 1/4 SW 1/4 LESS RD SEC 31-80-23
Geo Parcel ID: **8023-31-300-023**
And
That part of SE Delaware Ave right-of-way within Section 36, Township 80 North, Range 24 West of the 5th P.M.

B. AMENDMENT NO. 2 AREA

Area A

Clark

Polk County Geo Parcel Number: 8023-30-451-012

Polk County Geo Parcel Number: 8023-30-451-013

Lauridsen

Polk County Geo Parcel Number: 8023-30-476-013

Polk County Geo Parcel Number: 8023-30-476-014

Polk County Geo Parcel Number: 8023-30-476-015

Polk County Geo Parcel Number: 8023-30-476-016

Polk County Geo Parcel Number: 8023-30-476-017

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-200-006

Polk County Geo Parcel Number: 8023-31-200-007

Polk County Geo Parcel Number: 8023-31-200-011

Robert Johnson and Kathryn Zimmer

Polk County Geo Parcel Number: 8023-31-200-010

Polk County Geo Parcel Number: 8023-32-101-002

Area B

Polk County Aviation Authority

Polk County Geo Parcel Number: 8023-31-400-029

Mc Dermott

Polk County Geo Parcel Number: 8023-31-400-026

Polk County Geo Parcel Number: 8023-31-400-027

Wangsness

Polk County Geo Parcel Number: 8023-31-400-023

Area C

Sheldahl & Associates, Incorporated

A PART OF THE SOUTHEAST 1/4 OF SECTION 28 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 0° 21' 52" EAST, 214.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 88° 15' 58"WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 111.62 FEET; THENCE SOUTH 84° 50' 56" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 302.85 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 11,564.12 FEET, WHOSE ARC LENGTH IS 2.08 FEET AND WHOSE CHORD BEARS SOUTH 85° 02' 22" WEST, 2.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW WOODBURY LANE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.14 FEET AND WHOSE CHORD BEARS NORTH 50° 06' 51" WEST, 35.26 FEET; THENCE NORTH 5° 15' 45" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 186.57 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 525.00 FEET, WHOSE ARC LENGTH IS 8.47 FEET AND WHOSE CHORD BEARS NORTH 5° 42'56" WEST, 8.47 FEET; THENCE NORTH 84° 50' 57" EAST, 600.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF IRVINEDALE DRIVE; THENCE SOUTH 2° 34' 59" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 236.40 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF ORALABOR ROAD; THENCE SOUTH 88° 15' 58" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 127.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.99 ACRES (130,416 SF).

Warren Mgr Inc.

Polk County Geo Parcel Number: 8024-34-103-003

Warren Transport Inc.

Polk County Geo Parcel Number: 8024-34-103-005

William C. Knapp

Polk County Geo Parcel Number: 8024-34-103-004
(Lot 50, Tradition Greens Plat 1)

Polk County Geo Parcel Number: 8024-34-102-017
(Lot 51, Tradition Greens Plat 1)

C. AMENDMENT NO. 3 AREA

EX BEG 510.3F E OF NW COR THN S650F W30F S250F E 480F N 900F W 450F TO POB- NE FRL 1/4 LESS RR & RD SEC 1-79-24 Polk County Geo Parcel: 7924-01-200-004
AND
EX E 478.5F- N 1/2 NE 1/4 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-001
AND
EX BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB- SW 1/4 SE 1/4 LESS 1.77 A RY & RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-021
AND
EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NWFRL1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-100-008
AND
EX 1 SQUARE A NW COR & PARCEL F BK 8529 PG 964 BEG 884.67F E OF NW COR THN E 435F S 545F W 435F N 545F TO POB & BEG 1314.2F N OF W 1/4 COR OF SEC THN N 258F ALNG W LN E 100F S 258F W 100F TO POB- NW 1/4 NW 1/4 LESS 2.24A RD SEC 8-79-23 Polk County Geo Parcel: 7923-08-100-009
AND
1 SQUARE A NW COR NW 1/4 NW 1/4 LESS .458A RD SEC 8-79-23
Polk County Geo Parcel: 7923-08-100-001
AND
PARCEL D S1039.5F W1155F SW 1/4 SW 1/4 LESS 2.94A RD SEC 5-79-23
Polk County Geo Parcel: 7923-05-300-008
AND
EX S 1065.15F- W 757F S OF RR LESS RD SW 1/4 SEC 5-79-23
Polk County Geo Parcel: 7923-05-300-001
AND
EX W 60F RD- BEG 1040.15F N OF SW COR THN E 1155F THN N TO PT 330F S OF N LN THN W TO PT 1584F W OF E LN THN N TO S LN RR THN SWLY ALNG RR TO PT 757F E OF W LN & 1064.5F N OF S LN THN W 757F TO W LN THN S 25F TO POB SW 1/4 SEC 5-79-23 Polk County Geo Parcel: 7923-05-300-002
AND
EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR TOW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4- & -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S

TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB- E 1/2 SE 1/4 LYG SE OF RR ROW SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-020
AND
EX S 240F E 316.23F- & -EX PAR A N334.38F S 540.54F E 316.23F SE 1/4- & -EX S 33F EAS- BEG SE COR THN W TO SW COR N 430F SELY 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E 314.5F S240F TO POB SE 1/4 SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-014
AND
EX PAR B 8629 BEING THE W 250.07F ON S LINE & W 250.14F ON N LINE- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4 LESS .84A RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-016
AND
EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-017
AND
EX W 322.5F N 270.15F S 642F & PARCEL L BK 8797 PG 822 BEG NW COR THN E 1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB- SW 1/4 SW FRL 1/4 LESS .64A RD EAS & 4A I-35 SEC 31-80-23
Polk County Geo Parcel: 8023-31-300-013
AND
PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-011
AND
PARCEL L BK 8797 PG 822 BEG NW COR THN E1293.41F TO W ROW LN I-35 S 436.39F W 1302.23F TO W LN N 436.34F TO POB SW 1/4 SW FRL 1/4 LESS .45A RD EAS SEC 31-80-23 Polk County Geo Parcel: 8023-31-300-012
AND
PARCEL J BOOK 8651 PG 594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S 126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-012
AND
PAR F 8629-418 BEG CENTER OF SECTION 6 THN E 606.31F S 822.47F SW ALONG N RR ROW LN 302.68F NW 50F SW 403.9F N 1193.67F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-015
AND
PAR D 8629-416 BEG AT CENTER OF SECTION 6 THN N 572.06F E 605.16F S 566.44F W 606.31F TO POB NE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-013

AND
PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB SE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-018
AND
S 1/2 NE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-200-003
AND
N 1/2 SE 1/4 LESS 1.81A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-001
AND
NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Polk County Geo Parcel: 7923-07-300-011
AND
SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Polk County Geo Parcel: 7923-07-400-002
AND
S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23
Polk County Geo Parcel: 7923-07-100-009

AND
N 1/2 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23
Polk County Geo Parcel: 7923-07-100-005
AND
NW 1/4 NE 1/4 & N 1/2 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23
Polk County Geo Parcel: 7923-18-200-001
AND
E 1/2 S 1/2 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST =35 SEC 7-79-23
Polk County Geo Parcel: 7923-07-300-006
AND
EX PAR H 8629-420 COMMENCING AT S 1/4 COR SECTION 6 THN E 1327.16F N 1320.7F W 763.27F TO POB THN W 406.9F TO S RR ROW LN NE ALONG RR ROW 555.08F S 8.26F SW 322.06F TO POB- PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-400-019
AND
PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1210.85F N 822.47F TO POB SE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-016
AND

BEG 1327.15F E & 789.08F N OF S 1/4 COR SECTION 6 THN W 845.02F NE 556.12F E 763.21F S 531.62F TO POB SW 1/4 SE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-022
AND
PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-011
AND
BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Polk County Geo Parcel: 7923-06-200-017
AND
PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N 563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-015
AND
PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-014
AND
BEG 1033.1F E & 55.7F N OF SW COR THN E 624F NE 394.1F NELY 355.7F N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-007
AND
ALL OF THE RAILROAD RIGHT OF WAY LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA
AND
ALL OF THE RAILROAD RIGHT OF WAY LYING EAST OF INTERSTATE 35 AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA
AND
BEG NW COR THN E1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO POB N 1/2 SW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-001
AND
S 16.5F SW1/4 NW FRL 1/4 LYG W INTST SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-008
AND
EX N 282F W 463.4F- & -EX S 16.5F- S 19.98A W 31A S 62.99A NW FRL 1/4 LESS RD LESS 4.8A INTST 35 SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-007
AND

THE ADJACENT 1/2 RIGHT-OF-WAY OF NE 70th AVENUE, NE 66th AVENUE, NE 62nd AVENUE, NE 54th AVENUE, NE 22nd STREET, NE 29th STREET, INTERSTATE 80 AND INTERSTATE 35 LYING SOUTH OF NE 62ND AVENUE.
AND
THE ADJACENT FULL RIGHT OF WAY OF INTERSTATE 35 LYING NORTH OF NE 62ND AVENUE.
AND
W 322.5F N 270.15F S 642F SW FRL 1/4 LESS .274 A RD SEC 31-80-23
Polk County Geo Parcel: 8023-31-300-003
AND
S 310F N 951.7F W 370F NW 1/4 NW 1/4 LESS 0.178A RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-002
AND
N 1/2 OF FOLLOWING PARCEL W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 LESS RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-003
AND
N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-100-005
AND
N 132 F E 133.4 F W 463.4 F & S 150 F N 282 F W 463.4 F S 19.98 A W 31 A S 62.99 A NW FRL 1/4 LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-100-006
AND
EX BEG NW COR THN E 1040.31F SW 26.15F SE 68F SWLY ALNG WLY ROW LN I-35 785.25F NW 448.83F W 514.9F N 158.54F W 193.65F N 291.59F TO POB- N 1/2 SW FRL 1/4 LYG W OF I-35 LESS RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-002
AND
EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Polk County Geo Parcel: 7923-06-300-008
AND
BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-009
AND
E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-010
AND
EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-006
AND

PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23
Polk County Geo Parcel: 7923-06-400-012
AND
LOTS 2 & 3 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-002
AND
LOT 1 FRIENDLY HILLS Polk County Geo Parcel: 7924-01-200-003
AND
W 308F N 924F LESS 1.06A RD S 1/2 SW FRL 1/4
SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-003
AND
EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23
Polk County Geo Parcel: 7923-07-200-004
AND
EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23
Polk County Geo Parcel: 7923-06-200-018
AND
E 20A S 1/2 N OF RR & -EX BEG 1384.73F E & 1.8F S OF NW COR SW 1/4 THN NE 17.04F SW 11.04F NW 16.89F NE6.4F TO POB- N 1/2 E OF I-35 & N OF RR SW FRL 1/4 & E 31.97A S 62.97A NW FRL 1/4 SEC 6-79-23
Polk County Geo Parcel: 7923-06-300-013

LESS THE PROPERTY PREVIOUSLY REMOVED FROM THE AMENDMENT NO. 3 AREA BY AMENDMENT NO. 8 AS FOLLOWS:

LOT 2 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-001**
And
LOT 1 SAMS CLUB SUBDIVISION Geo Parcel ID: **8023-31-351-002**
And
EX SAMS CLUB SUBDIVISION- & -EX BEG NW COR PARCEL M BOOK 10622 PAGE 478 THN E 50F ALNG N LN PARCEL M S 245.74F TO PT ON WLY LN PARCEL M W
50.01F N 244.32F TO POB- PARCEL M BOOK 10622 PAGE 478 COM SW COR SEC 31 THN N 642F ALNG W LN TO BEG THN N 244.32F TO SW COR PARCEL L BOOK 8797 PAGE 822 E 1302.23F ALNG S LN PARCEL L TO SE COR PARCEL L S 363.63F ALNG WLY ROW INTST HWY 35 SE 161.51F W 1008.86F N 270.15F NW 322.5F TO POB SW
1/4 SW FRL 1/4 SEC 31-80-23 Geo Parcel ID: **8023-31-300-024**
And

EX W 50.02F- W 322.5F N 270.15F S 642F SW FRL 1/4 SEC 31-80-23
Geo Parcel ID: **8023-31-300-020**
And
EX BEG SW COR THN N 372.53F E 50.01F S 371.13F W50F TO POB- PARCEL N BOOK 10622 PAGE 478 BEG SW COR THN N 371.85F ELY 1331.36F TO WLY ROW LN INTST HWY 35 SELY 363.66F TO NE COR PARCEL K BOOK 8651 PAGE 594 W 1342.64F ALNG N LN PARCEL K TO POB SW 1/4 SW FRL 1/4 SEC 31-80-23
Geo Parcel ID: **8023-31-300-021**
And
That part of SE Delaware Ave right-of-way within in Section 31, Township 80 North, Range 23 West of the 5th P.M.
And
West Side of I-35
LOT 1 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-003**
And
LOTS 2 & 3 FRIENDLY HILLS Geo Parcel ID: **7924-01-200-002**
And
EX W 50F - & -EX N 40F RD EASM- NE 1/4 LYING W OF FRIENDLY HILLS SEC 1-79-24 Geo Parcel ID: **7924-01-200-008**
And
LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID: **7924-01-200-012**
And
LOT 2 CORPORATE WOODS INDUSTRIAL PARK PLAT 2 Geo Parcel ID: **7924-01-251-001**
And
LOT 1 CORPORATE WOODS INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7924-01-200-011**
And
THAT PART NE FRL 1/4 LYING S OF FRIENDLY HILLS & LYING S OF CHAPMAN BROTHERS FARM PLAT 1 & LYING NE OF PARCEL "H" BK 15388 PG 273 & LYING NE OF CORPORATE WOODS INDUSTRIAL PARK PLAT 1 LESS RD SEC 1-79-24
Geo Parcel ID: **7924-01-200-010**
And
PARCEL K BK 8651 PG 594 BEG NW COR THN E1342.64F TO W ROW LN I-35 S 422.26F W 1339.52F TO W LN N 422.26F TO POB NW FRL 1/4 LESS .48A RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-011**
And
EX BEG 1330.82F E OF NW COR THN E 8.61F TO WLY ROW LN INTER I-35 S 126.38F SLY 407.56F TO SE COR W 42.03F NE 535.11F TO POB-PARCEL J BOOK 8651 PG
594 BEG 422.26F S OF NW COR THN E 1339.52F TO WLY ROW LN I-35 S126.59F SLY 407.62F W 963.8F N 310.15F W 370F TO W LN N 219.31F TO

POB NW FRL 1/4 LESS .25A RD EAS SEC 6-79-23 Geo Parcel ID: **7923-06-100-013**
And
EX W 50F- S 310F N 951.7F W 370F NW 1/4 NW FRL 1/4 SEC 6-79-23
Geo Parcel ID: **7923-06-100-002**
And
EX COM NW COR OF SEC THN S 1611.35F ALNG W LN E 1109.48F TO POB THN NE 440.32F NE 249.82F E 42.03F TO PRESENT WLY ROW LN I-35 S 403.31F ALNG WLY ROW LN SWLY 258.55F W 182.38F TO POB- & -EX W 50F- N 1/2 W 32.94A S 62.94A N 125.88A & N 11.02A W 31A S 62.99A NW FRL 1/4 SEC 6-79-23 SEC 6-79-23
Geo Parcel ID: **7923-06-100-016**
And
N 8 RDS W 20 RDS OF S 19.98 A W 31 A S 62.99 A LESS RD -EX S 1 A RD- NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-005**
And
EX W OF LN BEG 454.78F N & 112.46F ELY OF SW COR THN S 149.8F TO S LN- N 132F E 133.4F W 463.4F & S 150F N 282F W 463.4F S 19.98A W 31A S 62.99A NW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-100-017**
And
BEG 304.98F N & 50F E OF SW COR THN E 414.01F N 281.8F E 232.16F SW 208.06F S 286.9F SW 567.25F N 226.42F TO POB SW 1/4 NW FRL 1/4 SEC 6-79-23
Geo Parcel ID: **7923-06-100-024**
And
BEG 292.56F S & 50F E OF W 1/4 CORNER OF SEC 6-79-23 THN E 143.6F S 90F W 143.6F N 90F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-019**
And
LOT 1 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-001**
And
LOT 2 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-002**
And
LOT 3 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-003**
And
LOT 4 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-301-004**
And
LOT 11 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-001**
And

LOT 10 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-002**
And
LOT 9 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-302-003**
And
LOT 8 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-001**
And
LOT 7 CORPORATE WOODS POINTE PLAT 1 Geo Parcel ID: **7923-06-351-002**
And
That part of SE Delaware Ave right-of-way within Section 1, Township 79 North, Range 24 West.
And
All right-of-way within in Section 6, Township 79 North, Range 23 West lying West of Interstate 35 Centerline.
And
East Side of I-35
W 3101.85F MEAS ON S LN N 912.37F N 1/4 LYG E OF I-35 SEC 6-79-23 Geo Parcel ID: **7923-06-200-019**
And
BEG 540.15F W OF NE COR THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-017**
And
EX BEG 540.15F W OF NE COR OF SEC THN S 912.22F W 249.55F N 912.22F E 249.25F TO POB & W 3101.85F MEAS ON S LN & S & E OF LN BEG 77.01F S OF NE COR THN W 46.29F SELY 529.29F TO PT ON E LN 603.52F S OF NE COR- N 912.37F E OF I-35 N 1/4 LESS 2.47A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-018**
And
EX COM SW COR THN E 1246.93F NE 970.08F E 138.28F TO BEG THN NE 144.42F NELY 1245.44F N 999.71F NE 15.32F SE 735.22F S 1010.13F S 338.1F SE 318.65F W 228.11F TO POB- BEG 572.26F N OF CNTR OF SEC THN N 415.28F W1354.98F NLY 1024.7F TO N LN E 1991.85F S 1462.98F W 735.15F TO POB N 1/2 SEC 6-79-23
Geo Parcel ID: **7923-06-100-018**
And
BEG 572.26F N & 735.15F E OF SW COR THN N 1462.98F E 1110F S 1493.02F W 1110.45F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-006**
And
PARCEL L BK 8716 PG 84 BEG 560.01F N & 548.49F W OF E 1/4 COR OF SEC THN W 250.14F N 1493.02F E 249.55F S 1499.83F TO POB NE 1/4 SEC 6-79-23
Geo Parcel ID: **7923-06-200-011**

And
OUTLOT X CORPORATE WOODS BUSINESS PARK PLAT 2
Geo Parcel ID: **7923-06-176-001**
And
PARCEL B BOOK 12441 PAGE 542 OUTLOT W CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-177-001**
And
LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 2 Geo Parcel ID: **7923-06-176-002**
And
OL Z CORPORATE WOODS BUSINESS PARK PLAT 3 Geo Parcel ID: **7923-06-177-002**
And
LOT 1 CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-100-023**
And
PAR C 8629-415 BEG 606.31F E OF CENTER OF SECTION 6 THN N 569.44F E 229.97F S 568.44F W 230.09F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-014**
And
BEG 800.48F W OF SE COR THN N 563.75F W 1010.41F S 568.43F TO S LN E TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-009**
And
PAR B 8629-414 BEG 550.3F W OF E 1/4 COR SECTION 6 THN W 250.07F N 563.79F E 250.14F S 562.59F TO POB NE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-200-015**
And
EX PAR B BK 8629 PG 414 BEING THE W 250.07F ON S LN & W 250.14F ON N LN- BEG SE COR THN W 800.48F N 563.75F E 798.65F S 560.1F TO POB NE 1/4 LESS
.84A RD SEC 6-79-23 Geo Parcel ID: **7923-06-200-016**
And
PAR E 8629-417 BEG 606.31F E OF CENTER OF SECTION 6 THN E 230.09F S 194.88F E 1010.21F N 194.97F E 250.07F S 373.99F SWLY ALONG N LN RR ROW 1552.98F
N 822.47F TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-016**
And
BEG 800.48F W OF NE COR THN S 195F W 1010.29F N 195F E TO POB SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-001**
And
EX E 60F RD EAS- & -EX W OF LN BEG 550.3F W OF E 1/4 CORNER SECTION 6 THN S 373.99F TO N LN RR ROW- SE 1/4 LYG N OF RR ROW SEC 6-79-23
Geo Parcel ID: **7923-06-400-017**
And

PARCEL G BK 8854 PG 242 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN N 541.67F W 761.81F NE 310.09F N 19.97F TO S LN RR ROW NELY ALNG RR ROW 358.13F NW 50F NELY 523.7F NE 696.57F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23 RR ROW 912.86F NW 50F NELY 1220.27F S 501.35F SE 876.36F W 904.99F TO POB SE 1/4 SEC 6-79-23
Geo Parcel ID: **7923-06-400-019**
And
PRT PAR I BK 8629 PG 421 LYG NE OF CORPORATE WOODS DR SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-028**
And
EX PAR G 8629-419 BEG 1327.15F E & 779.03F N OF S 1/4 COR SECTION 6 THN N 541.67F W 1170.17F TO S LN RR ROW NE ALONG RR ROW 912.86F NW 50F NELY
1220.27F S 501.35F SE 876.36F W 904.99F TO POB- NW 1/4 SE1/4 LYG S OF RR ROW & -EX E 60F RD EAS- & -EX PAR A N 334.38F S 540.54F E 316.23F SE 1/4-
& -EX S 206.16F E 316.23F SE 1/4- & -EX BEG SE COR THN W TO SW COR N 430F SE 1010F TO PT 385F N OF S LN THN S TO PT 314.5F W & 240F N OF SE COR E
314.5F S240F TO POB- E 1/2 SE 1/4 LYG SE OF RR ROW SEC 6-79-23
Geo Parcel ID: **7923-06-400-020**
And
BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-026**
And
EX S 240F E 316.23F- & -EX PAR A BK 7359 PG 636-& -EX BEG 316.33F W SE COR THN W 1010.88F N202.7F SELY ALNG CUR 603.59F E 440.6F S TO POB-BEG 316.23F E OF SE COR THN W TO SW COR N 430FSELY 1010F TO PT 385F N OF S LN THN S TO POB SE
1/4 SE 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-400-027**
And
PARCEL A N334.38F S540.54F E316.23F SE 1/4 LESS .46A RD EAS SEC 6-79-23
Geo Parcel ID: **7923-06-400-012**
And
EX S 33F & E60F RD EAS- S 206.16F E 316.23F SE 1/4 SE 1/4 SEC 6-79-23
Geo Parcel ID: **7923-06-400-006**
And
LOT 1 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-003**
And
OUTLOT Z 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 Geo Parcel ID: **7923-05-351-004**
And

OUTLOT X SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-022**
And
OUTLOT Z SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: 7923-06-300-023
And
OUTLOT Y SUBJ TO WETLAND & HWY EAS CORPORATE WOODS BUSINESS PARK PLAT 1 Geo Parcel ID: **7923-06-300-024**
And
EX COM SW COR OF SEC THN E 1041.8F ALNG S LN N55F TO N ROW LN NE 62ND AV & POB THN NE 623.25F NE 651.55F ALNG EXISTING ROW LN I-35 E 197.44F SW
423.04F SW 888.62F TO N ROW LN NE 62ND AV W TO POB- BEG 1033.1F E & 55.7F N OF SW COR OF SEC THN E 624F NE 394.1F NELY 355.7F N 773.6F W 1001.6F SW 1275.2F TO POB SW 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-017**
And
N 1/2 NW FRL 1/4 LYG BET RY ROW & I-35 & S OF NE 62ND AVE SEC 7-79-23
Geo Parcel ID: **7923-07-100-005**
And
EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-008**
And
BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23 Geo Parcel ID: **7923-06-300-009**
And
E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23 Geo Parcel ID: **7923-06-300-010**
And
EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE 1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23
Geo Parcel ID: **7923-06-400-025**
And
EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NWFRL1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-100-008**
And
N 1/2 NE 1/4 LYING W OF SE CROSSWINDS DR LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-200-006**
And

EX COM NE COR SEC 7 THN W ALNG N LN 478.64F S50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN E 34.45F TO POB- & EX E 478.5F- N 1/2 NE 1/4 LYG E OF SE CROSSWINDS DR LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-009**
And
PARCEL I COM NE COR SEC 7 THN W ALNG N LN 478.64F S 50.01F TO POB THN S 1264.58F TO S LN OF NE 1/4 NE 1/4 THN W 34.45F N 1264.66F TO S LN OF ROW THN
E 34.45F TO POB NE 1/4 NE 1/4 SEC 7-79-23 Geo Parcel ID: **7923-07-200-010**
And
EX S 240F NLY 1154.12F E 110F- E 478.5F N 1/2 NE 1/4 LESS RD SEC 7-79-23
Geo Parcel ID: **7923-07-200-005**
And
S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-100-009**
And
NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23 Geo Parcel ID: **7923-07-300-011**
And
E 1/2 S 1/2 SW 1/4 LESS 1 A RD & LESS 8.1 A INTST=35 SEC 7-79-23
Geo Parcel ID: **7923-07-300-006**
And
S & W OF LN COM E 1/4 COR SEC 7 THN S 171.2F S 247.89F TO BEG THN W 60F TO EXISTING W RD ROW LN N 25.89F NW 70.6F WLY 7.42F ALNG CRV W 571.89F NW
285.63F W 427.09F WLY 121.83F ALNG CRV SW 61.24F SLY 19.46F ALNG CRV SE 10F SW 81.04F NLY 32.77FALNG CRV NW 64.1F WLY 19.04F ALNG CRV WLY 9.81F
ALNG CRV NW 80.5F ELY 31.24F ALNG CRV NE 64.35FNLY 17.66F ALNG CRV NW 1298.41F NLY 263.87F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC
7-79-23 Geo Parcel ID: **7923-07-400-004**
And
N & E OF A LN COM E 1/4 COR SEC 7 THN S 171.2F TO BEG THN W 60F TO EXISTING W RD ROW LN SW 65.78F SWLY 91.26F ALNG CRV WLY 1216.29F SWLY 103.8F
ALNG CRV SWLY 7.44F ALNG CRV NW 67.92F NWLY 92.33F ALNG CRV NW 1220.48F NELY 250.75F ALNG CRV TO N LN SW 1/4 NE 1/4 BNG NE 1/4 LESS RD SEC 7-79-23 Geo Parcel ID: **7923-07-200-008**
And
SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23 Geo Parcel ID: **7923-07-400-002**
And
NW 1/4 NE 1/4 & N 1/2 NW 1/4 LYNG E INTST LESS RD SEC 18-79-23
Geo Parcel ID: **7923-18-200-001**
And

THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23 LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-101-001**
And
EX THAT PART FORMERLY DESCRIBED AS 1 SQUARE A NW COR NW 1/4 NW 1/4 SEC 8-79-23- LOT 1 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-101-002**
And
LOT 2 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-001**
And
LOT 4 NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-002**
And
OUTLOT X NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-004**
And
OUTLOT Y NORTHSTAR POWER PLAT 1 Geo Parcel ID: **7923-08-102-005**
And
All right-of-way within in Section 6, Township 79 North, Range 23 West lying East of Interstate 35 centerline
And
That part of the Northeast ¼ of the Northeast ¼ of Section 7, Township 79 North, Range 23 West described as a triangular piece beginning 149.47 feet south and 60 west of the northeast corner, thence 143.85 feet northwesterly to a point that is 50 feet south of the north line, thence east to a point that is 60 feet west of the east line, thence south to the point of beginning.

Section 2. That the City's collection of taxes divided under Iowa Code Section 403.19 on the Amendment No. 1 Area, Amendment No. 2 Area, and Amendment No. 3 Area, as described above, shall continue through the end of the City's 2023-2024 fiscal year.

Section 3. That the intent of this Ordinance is to remove from the division of revenue, as of July 1, 2024, all property that both (a) was subjected to the division of revenue for the first time in Ordinance Nos. 1189 (the Amendment No. 1 Area), 1423 (the Amendment No. 2 Area), or 1446 (the Amendment No. 3 Area); and (b) has not previously been removed from the division of revenue by a prior ordinance. That all other portions of the 1989 Ankeny Economic Development Urban Renewal Area shall be and remain subject to all of the provisions of Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072; that the base value for the property remaining subject to the division of revenue shall remain unchanged by this Ordinance; and that except as amended herein, Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072 shall remain in full force and effect.

Section 4. That nothing herein shall be interpreted as altering the boundaries or removing any property from the 1989 Ankeny Economic Development Urban Renewal Area (for purposes of clarity, while the Removed Property is no longer subject to the division of revenue provided for in Iowa Code section 403.19, the Removed Property remains a part of the1989 Ankeny Economic Development Urban Renewal Area).

Section 5. That if any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Read First Time: _____, 2023

Read Second Time: _____, 2023

Read Third Time: _____, 2023

PASSED AND APPROVED: _____, 2023.

I, _____, City Clerk of the City of Ankeny, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2023, signed by the Mayor on _____, 2023, and published in the Des Moines Register on _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

02270769-1\10174-696

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed 80/20 voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC. (PH 2023-60)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and adopt resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to receive and file the September 25, 2023 Consultation Meeting

Action: Consider motion to receive and file the September 25, 2023 Consultation Meeting Report.

Action: Consider motion to file correspondence.

Action: Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Annexation Map
Consultation Meeting Report

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Phone: 515-965-6445

RESOLUTION 2023-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF ANKENY REQUESTED BY LEGACY HOUSBY, LLC

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND EXCEPT THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET, THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY BY WARRENTY DEED FILED JUNE 19, 1996 AND RECORDED IN BOOK 7426 PAGE 486, POLK COUNTY, IOWA. (Owner: LEGACY HOUSBY, LLC)

LAYMAN'S DESCRIPTION

Approximately 33.941 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54th Avenue, east of SE Four Mile Drive.

WHEREAS, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

WHEREAS, it appears that the owners are the only titleholders of the respective, above-described real estate; and

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

LEGAL DESCRIPTION:

THE SOUTH 416 FEET OF THE NORTH 493 FEET OF THE WEST 225 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 79, RANGE 23 WEST OF THE 5TH P.M. POLK COUNTY, IOWA EXCEPT PUBLIC ROAD RIGHT OF WAY ON THE WEST SIDE THEREOF. (Owner: RICHARD W. & PEGGY J. GROVES)

LAYMAN'S DESCRIPTION:

Approximately 1.58 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54th Avenue, west of SE Four Mile Drive.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

WHEREAS, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utuility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory

have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

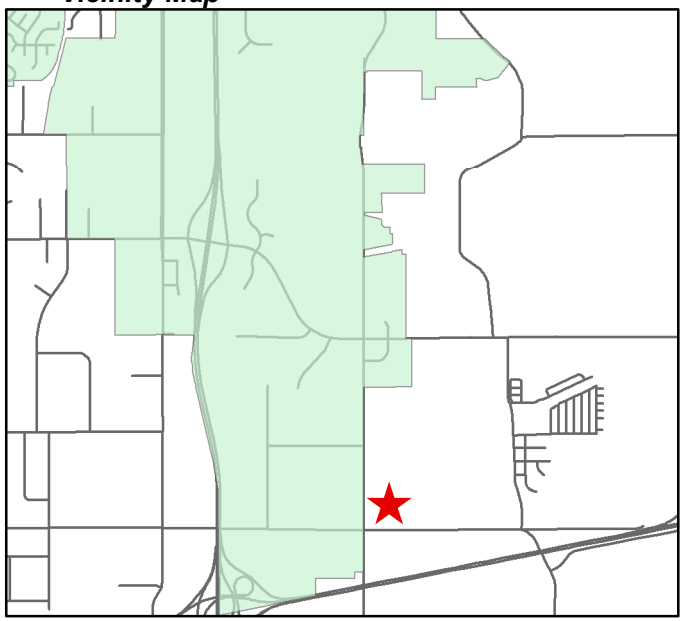
PASSED AND APPROVED this 20h day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Vicinity Map

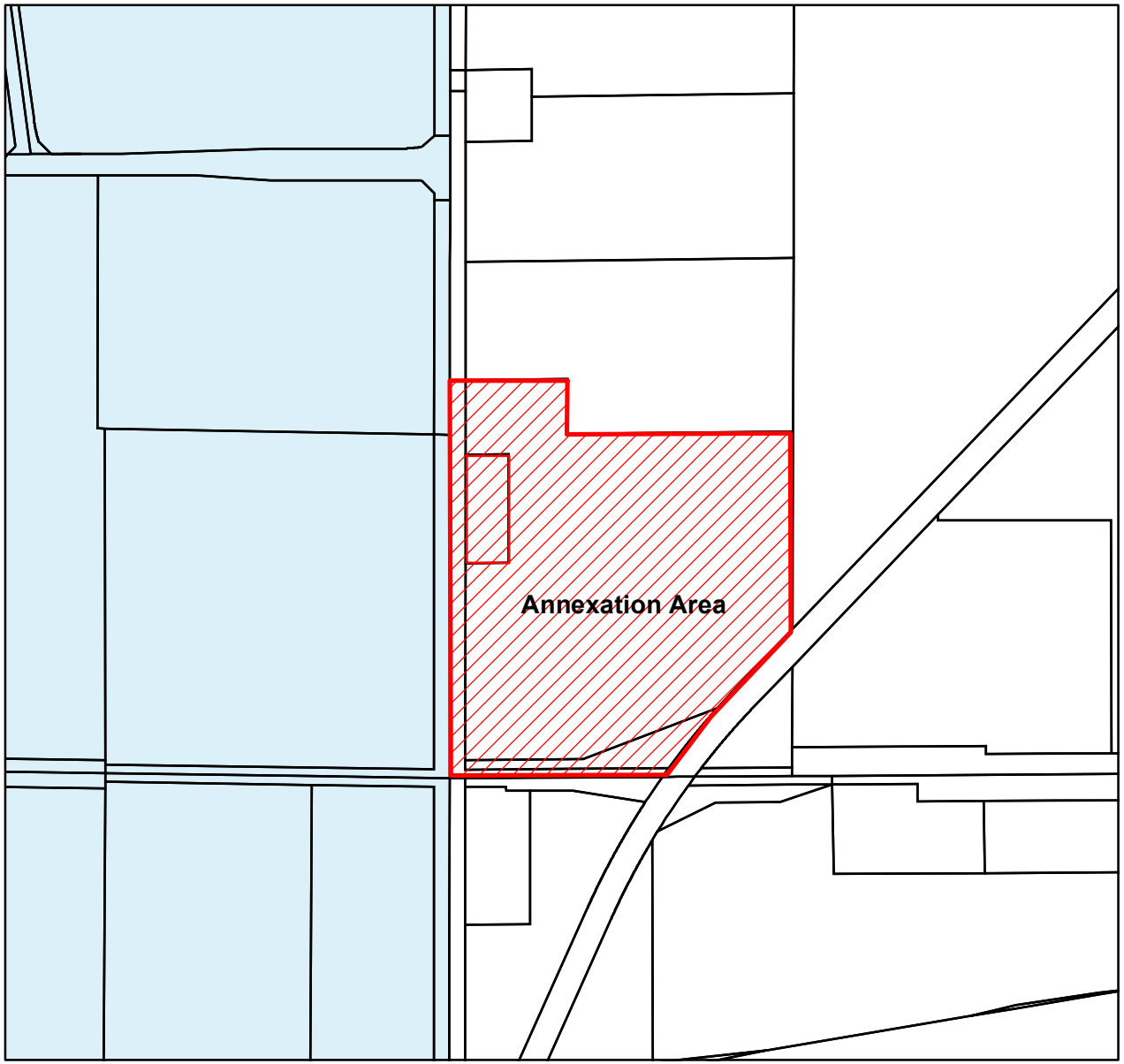


LEGAL DESCRIPTION:

THE SOUTH 208.71 FEET OF THE WEST 450.42 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PORTION LAYING NORTHWEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 8, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

ALL BEING IN POLK COUNTY, IOWA.

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 650.337 feet

Annexation Map

Property Owners:
Legacy Housby LLC, Richard W. & Peggy J. Groves

City of Ankeny	**Legacy Housby Annexation**	**Sheet No. 1 of 1**	City of Ankeny, Iowa Community Development Department Drawn By: LLH Checked by: Date: August 29, 2023

Consultation Meeting Report

Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

MICKEY L. WISE, CLERK
DELAWARE TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

TED GRIFFIEON, TRUSTEE
DELAWARE TOWNSHIP
6561 NE 46th STREET
ALTOONA, IA 50009

DEBBIE S. WISE, TRUSTEE
DELAWARE TOWNSHIP
3960 NE 46TH STREET
DES MOINES, IA 50317

DARYL BARNARD, TRUSTEE
DELAWARE TOWNSHIP
3964 NE 49TH STREET
DES MOINES, IA 50317

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

TODD A. MARTIN, SUPERINTENDENT
SAYDEL COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
5740 NE 14TH STREET
DES MOINES, IA 50313

DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL STREET
ANKENY IA, 50023

Meeting Date: SEPTEMBER 25, 2023 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
LAURA HUTZELL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT

Written comments received: *None received*

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed NW Northlawn Area Utility Improvements - Phase 3 (PH 2023-61)

EXECUTIVE SUMMARY:

The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2nd Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1st Street to NW 3rd Street in the Northlawn neighborhood in the City of Ankeny.

The improvements include approximately 3,250 SY of 7” thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, November 14, 2023. Ten (10) bids were received as follows:

1. Absolute Concrete Construction Inc. dba Absolute Group $ 1,122,982.75
2. Rognes Corp. $ 1,252,999.70
3. J & K Contracting . $ 1,351,199.00
4. On Track Construction, LLC. $ 1,478,756.00
5. KLC Construction, LLC. $ 1,662,738.00
6. Evolution Contracting $ 1,697,753.25
7. Brothers Concrete $ 1,733,063.50
8. Reilly Construction Co., Inc. $ 1,734,109.00
9. Granite Excavation $ 2,071,048.00
10. CJ Moyna & Sons, LLC $ 2,077,012.25

The Engineer's Estimate for the project was $ 1,727,593.00. The bids ranged from approximately 35% below to 20% above the estimate. Absolute Concrete Construction Inc. dba Absolute Group has completed similar underground utility projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the NW Northlawn Area Utility Improvements - Phase 3 project to Absolute Concrete Construction Inc. dba Absolute Group of Granger, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 18, 2024 and no later than April 8, 2024.

The Contractor shall substantially complete the overall project in 120 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($1,727,593.00), and enhancement of payment.

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the NW Northlawn Area Utility Improvements - Phase 3 project.

3. Receive and file the report of bids received on November 14, 2023.

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

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction Inc. dba Absolute Group in the amount of $ 1,122,982.75.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

October 16, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as November 14, 2023, and setting the public hearing date as November 20, 2023.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on September 6, 2023. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost $1,727,593.00 and enhancement of payment; 2) receive and file report of bids received November 14, 2023; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of $1,122,982.75; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of $1,122,982.75.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS – 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 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

WHEREAS, on the **16th** day of **October**, 2023, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk for the construction of certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3; and

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

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

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

Section 2. If the Contractor achieves substantial completion of the overall project on or before September 13, 2024, an enhancement of payment in the amount of Sixty Thousand Dollars ($60,000) will be issued to the Contractor.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
11-20-23

BID LETTING 10:30 A.M. NOVEMBER 14, 2023

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW Northlawn Area Utility Improvements – Phase 3 project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 1,727,593.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	1,733,063.50	
2) ✓	KLC Construction LLC 2235 Payton Rd Corydon IA 50060	1,662,738.00	
3) ✓	Rognes Corp 1609 N Ankeny Blvd Ste 210 Ankeny IA 50023	1,253,000.00	
4) ✓	On Track Construction LLC 1435 West F Ave Nevada IA 50201	1,478,756.00	
5) ✓ *	Absolute Group PO Box 430 Granger IA 50109	1,122,982.75	
6) ✓	C.J. Moyna + Sons 24412 Hwy 13 Elkader IA 52043	2,077,012.25	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Evolution Contracting PO Box 160 Indianola, IA 50125	1,699,193.25	
8) ✓	Granite Excavating 1212 E Walnut St Unit A Elkhart IA 50073	2,071,048.00	
9) ✓	J+K Contracting 10703 Justin Dr Urbandale IA 50322	1,351,199.00	
10) ✓	Reilly Construction Co. Inc 110 main St Ossain IA 52161	1,734,109.00	
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of November 20, 2023 at 5:30 P.M.

Mark Mueller 11/14/23
Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						1		2		3	
				ENGINEER'S ESTIMATE		Absolute Concrete Construction Inc. Granger, Iowa		Rognes Corp. Ankeny, Iowa		J & K Contracting Urbandale, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 4,800.00	$ 4,800.00	$ 4,920.00	$ 4,920.00	$ 5,000.00	$ 5,000.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 43.25	$ 17,300.00	$ 30.00	$ 12,000.00	$ 60.00	$ 24,000.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 20.00	$ 26,000.00	$ 22.00	$ 28,600.00	$ 18.00	$ 23,400.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 3.15	$ 12,521.25	$ 2.90	$ 11,527.50	$ 3.00	$ 11,925.00
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 4.55	$ 4,550.00	$ 3.40	$ 3,400.00	$ 10.00	$ 10,000.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 12.00	$ 47,700.00	$ 10.00	$ 39,750.00	$ 15.00	$ 59,625.00
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,600.00	$ 2,600.00	$ 5,445.00	$ 5,445.00	$ 8,500.00	$ 8,500.00
	TRENCH EXCAVATION AND BACKFILL										
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,750.00	$ 2,750.00	$ 5,445.00	$ 5,445.00	$ 3,350.00	$ 3,350.00
	SEWERS AND DRAINS										
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 81.75	$ 86,818.50	$ 156.00	$ 165,672.00	$ 85.00	$ 90,270.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 154.00	$ 24,948.00	$ 194.00	$ 31,428.00	$ 145.00	$ 23,490.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 79.50	$ 52,152.00	$ 103.00	$ 67,568.00	$ 125.00	$ 82,000.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 10.50	$ 11,151.00	$ 22.00	$ 23,364.00	$ 18.00	$ 19,116.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 3,450.00	$ 3,450.00	$ 2,750.00	$ 2,750.00	$ 2,700.00	$ 2,700.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 1,800.00	$ 1,800.00	$ 2,080.00	$ 2,080.00	$ 1,700.00	$ 1,700.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 8.00	$ 1,296.00	$ 43.00	$ 6,966.00	$ 9.00	$ 1,458.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 66.00	$ 16,236.00	$ 108.00	$ 26,568.00	$ 75.00	$ 18,450.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 19.00	$ 1,254.00	$ 22.00	$ 1,452.00	$ 20.00	$ 1,320.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 32.00	$ 60,864.00	$ 40.00	$ 76,080.00	$ 25.00	$ 47,550.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 2,385.00	$ 7,155.00	$ 1,400.00	$ 4,200.00	$ 3,000.00	$ 9,000.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 420.00	$ 4,200.00	$ 349.00	$ 3,490.00	$ 250.00	$ 2,500.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 59.00	$ 18,054.00	$ 40.00	$ 12,240.00	$ 50.00	$ 15,300.00
	WATER MAIN AND APPURTENANCES										
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 92.00	$ 920.00	$ 127.00	$ 1,270.00	$ 145.00	$ 1,450.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 45.50	$ 51,369.50	$ 86.00	$ 97,094.00	$ 65.00	$ 73,385.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 688.00	$ 1,376.00	$ 899.00	$ 1,798.00	$ 1,100.00	$ 2,200.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 825.00	$ 825.00	$ 407.00	$ 407.00	$ 800.00	$ 800.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 1,020.00	$ 1,020.00	$ 1,010.00	$ 1,010.00	$ 1,500.00	$ 1,500.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 910.00	$ 910.00	$ 911.00	$ 911.00	$ 1,400.00	$ 1,400.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 400.00	$ 400.00	$ 340.00	$ 340.00	$ 750.00	$ 750.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 1,270.00	$ 17,780.00	$ 1,905.00	$ 26,670.00	$ 2,700.00	$ 37,800.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 1,885.00	$ 18,850.00	$ 2,300.00	$ 23,000.00	$ 4,200.00	$ 42,000.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 12.00	$ 13,368.00	$ 18.00	$ 20,052.00	$ 20.00	$ 22,280.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 2,515.00	$ 10,060.00	$ 2,260.00	$ 9,040.00	$ 2,900.00	$ 11,600.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 7,385.00	$ 22,155.00	$ 6,615.00	$ 19,845.00	$ 8,300.00	$ 24,900.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 600.00	$ 600.00	$ 719.00	$ 719.00	$ 900.00	$ 900.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 17.50	$ 32,147.50	$ 18.00	$ 33,066.00	$ 16.00	$ 29,392.00
	STRUCTURES FOR SANITARY AND STORM										
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 6,750.00	$ 27,000.00	$ 6,160.00	$ 24,640.00	$ 7,800.00	$ 31,200.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 5,125.00	$ 10,250.00	$ 5,015.00	$ 10,030.00	$ 6,500.00	$ 13,000.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 8,025.00	$ 16,050.00	$ 7,420.00	$ 14,840.00	$ 10,000.00	$ 20,000.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 1,675.00	$ 1,675.00	$ 2,095.00	$ 2,095.00	$ 1,900.00	$ 1,900.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 1,275.00	$ 1,275.00	$ 965.00	$ 965.00	$ 2,800.00	$ 2,800.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 850.00	$ 3,400.00	$ 1,080.00	$ 4,320.00	$ 950.00	$ 3,800.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 575.00	$ 1,150.00	$ 719.00	$ 1,438.00	$ 850.00	$ 1,700.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 875.00	$ 875.00	$ 180.00	$ 180.00	$ 500.00	$ 500.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		1 Absolute Concrete Construction Inc. Granger, Iowa		2 Rognes Corp. Ankeny, Iowa		3 J & K Contracting Urbandale, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 57.00	$ 185,250.00	$ 55.50	$ 180,375.00	$ 60.00	$ 195,000.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,840.00	$ 3,840.00	$ 4,000.00	$ 4,000.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 6.00	$ 5,100.00	$ 7.50	$ 6,375.00	$ 7.50	$ 6,375.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 6.00	$ 4,920.00	$ 7.50	$ 6,150.00	$ 9.00	$ 7,380.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 58.00	$ 46,342.00	$ 44.00	$ 35,156.00	$ 50.00	$ 39,950.00
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 85.00	$ 5,610.00	$ 51.00	$ 3,366.00	$ 75.00	$ 4,950.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 66.00	$ 3,960.00	$ 56.00	$ 3,360.00	$ 60.00	$ 3,600.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 63.00	$ 56,574.00	$ 63.00	$ 56,574.00	$ 65.00	$ 58,370.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 13.00	$ 5,200.00	$ 14.00	$ 5,600.00	$ 30.00	$ 12,000.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 6.00	$ 18,888.00	$ 9.00	$ 28,332.00	$ 9.00	$ 28,332.00
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 18,340.00	$ 18,340.00	$ 11,000.00	$ 11,000.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 307.00	$ 1,842.00	$ 150.00	$ 900.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 50.00	$ 1,000.00	$ 51.00	$ 1,020.00	$ 110.00	$ 2,200.00
	SITE WORK AND LANDSCAPING										
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 600.00	$ 600.00	$ 769.00	$ 769.00	$ 6,650.00	$ 6,650.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 1.75	$ 2,975.00	$ 2.20	$ 3,740.00	$ 1.75	$ 2,975.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 0.50	$ 850.00	$ 0.30	$ 510.00	$ 0.50	$ 850.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 3,895.00	$ 3,895.00	$ 5,500.00	$ 5,500.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 410.00	$ 1,640.00	$ 500.00	$ 2,000.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 200.00	$ 2,400.00	$ 154.00	$ 1,848.00	$ 200.00	$ 2,400.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 25.00	$ 600.00	$ 26.00	$ 624.00	$ 25.00	$ 600.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 82.00	$ 1,312.00	$ 84.00	$ 1,344.00	$ 90.00	$ 1,440.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 65.00	$ 1,040.00	$ 67.00	$ 1,072.00	$ 70.00	$ 1,120.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 70,000.00	$ 70,000.00	$ 13,983.00	$ 13,983.00	$ 136,000.00	$ 136,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 7,750.00	$ 7,750.00	$ 2,560.00	$ 2,560.00	$ 650.00	$ 650.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 500.00	$ 3,000.00	$ 1,515.00	$ 9,090.00	$ 1,500.00	$ 9,000.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 9.00	$ 7,812.00	$ 17.00	$ 14,756.00	$ 20.00	$ 17,360.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 2,200.00	$ 2,200.00	$ 4,610.00	$ 4,610.00	$ 2,500.00	$ 2,500.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 4.00	$ 8,744.00	$ 6.20	$ 13,553.20	$ 1.00	$ 2,186.00
			TOTAL BID:		$ 1,727,593.00		$ 1,122,982.75		$ 1,252,999.70		$ 1,351,199.00
			BID SECURITY:				10%		10%		10%

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						4		5		6	
				ENGINEER'S ESTIMATE		On Track Construction, LLC. Nevada, Iowa		KLC Construction, LLC. Corydon, Iowa		Evolution Contracting Grimes, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 16,500.00	$ 16,500.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 30.00	$ 12,000.00	$ 90.00	$ 36,000.00	$ 54.00	$ 21,600.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 25.00	$ 32,500.00	$ 30.00	$ 39,000.00	$ 17.50	$ 22,750.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 2.00	$ 7,950.00	$ 6.00	$ 23,850.00	$ 5.25	$ 20,868.75
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 6.00	$ 6,000.00	$ 10.00	$ 10,000.00	$ 6.00	$ 6,000.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 13.00	$ 51,675.00	$ 16.00	$ 63,600.00	$ 14.62	$ 58,114.50
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 5,400.00	$ 5,400.00
	TRENCH EXCAVATION AND BACKFILL										
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 3,700.00	$ 3,700.00	$ 20,000.00	$ 20,000.00	$ 9,700.00	$ 9,700.00
	SEWERS AND DRAINS										
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 185.00	$ 196,470.00	$ 89.00	$ 94,518.00	$ 174.00	$ 184,788.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 252.00	$ 40,824.00	$ 160.00	$ 25,920.00	$ 204.00	$ 33,048.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 130.00	$ 85,280.00	$ 50.00	$ 32,800.00	$ 197.50	$ 129,560.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 20.00	$ 21,240.00	$ 20.00	$ 21,240.00	$ 24.50	$ 26,019.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 5,650.00	$ 5,650.00	$ 5,000.00	$ 5,000.00	$ 5,749.00	$ 5,749.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 3,150.00	$ 3,150.00	$ 6,000.00	$ 6,000.00	$ 4,750.00	$ 4,750.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 15.00	$ 2,430.00	$ 70.00	$ 11,340.00	$ 21.50	$ 3,483.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 95.00	$ 23,370.00	$ 100.00	$ 24,600.00	$ 163.50	$ 40,221.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 30.00	$ 1,980.00	$ 50.00	$ 3,300.00	$ 44.50	$ 2,937.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 52.00	$ 98,904.00	$ 35.00	$ 66,570.00	$ 46.00	$ 87,492.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 700.00	$ 2,100.00	$ 5,000.00	$ 15,000.00	$ 2,215.00	$ 6,645.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 500.00	$ 5,000.00	$ 2,000.00	$ 20,000.00	$ 687.00	$ 6,870.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 103.00	$ 31,518.00	$ 30.00	$ 9,180.00	$ 97.00	$ 29,682.00
	WATER MAIN AND APPURTENANCES										
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 440.00	$ 4,400.00	$ 100.00	$ 1,000.00	$ 1,206.00	$ 12,060.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 60.00	$ 67,740.00	$ 70.00	$ 79,030.00	$ 82.00	$ 92,578.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 1,450.00	$ 2,900.00	$ 4,000.00	$ 8,000.00	$ 1,866.00	$ 3,732.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 1,150.00	$ 1,150.00	$ 2,000.00	$ 2,000.00	$ 3,066.00	$ 3,066.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 1,969.00	$ 1,969.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 1,450.00	$ 1,450.00	$ 4,500.00	$ 4,500.00	$ 4,094.00	$ 4,094.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 1,175.00	$ 1,175.00	$ 2,000.00	$ 2,000.00	$ 3,056.00	$ 3,056.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 1,800.00	$ 25,200.00	$ 1,000.00	$ 14,000.00	$ 3,480.00	$ 48,720.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 2,500.00	$ 25,000.00	$ 1,000.00	$ 10,000.00	$ 4,095.00	$ 40,950.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 16.50	$ 18,381.00	$ 20.00	$ 22,280.00	$ 10.00	$ 11,140.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 2,750.00	$ 11,000.00	$ 5,000.00	$ 20,000.00	$ 2,778.00	$ 11,112.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 7,200.00	$ 21,600.00	$ 13,000.00	$ 39,000.00	$ 9,719.00	$ 29,157.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	$ 2,500.00	$ 2,500.00	$ 2,255.00	$ 2,255.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 16.00	$ 29,392.00	$ 20.00	$ 36,740.00	$ 40.00	$ 73,480.00
	STRUCTURES FOR SANITARY AND STORM										
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 7,650.00	$ 30,600.00	$ 10,000.00	$ 40,000.00	$ 7,328.00	$ 29,312.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 5,885.00	$ 11,770.00	$ 8,000.00	$ 16,000.00	$ 5,809.00	$ 11,618.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00	$ 9,455.00	$ 18,910.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	$ 5,000.00	$ 5,000.00	$ 1,732.00	$ 1,732.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,750.00	$ 2,750.00	$ 7,000.00	$ 7,000.00	$ 4,084.00	$ 4,084.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 1,102.00	$ 4,408.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 2,000.00	$ 4,000.00	$ 2,204.00	$ 4,408.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 375.00	$ 375.00	$ 1,000.00	$ 1,000.00	$ 2,255.00	$ 2,255.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						4		5		6	
				ENGINEER'S ESTIMATE		On Track Construction, LLC. Nevada, Iowa		KLC Construction, LLC. Corydon, Iowa		Evolution Contracting Grimes, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 56.00	$ 182,000.00	$ 65.00	$ 211,250.00	$ 61.62	$ 200,265.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 9,418.00	$ 9,418.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 15.50	$ 13,175.00	$ 40.00	$ 34,000.00	$ 14.00	$ 11,900.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 17.00	$ 13,940.00	$ 40.00	$ 32,800.00	$ 14.00	$ 11,480.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 46.00	$ 36,754.00	$ 50.00	$ 39,950.00	$ 49.00	$ 39,151.00
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 70.00	$ 4,620.00	$ 80.00	$ 5,280.00	$ 75.00	$ 4,950.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 56.00	$ 3,360.00	$ 80.00	$ 4,800.00	$ 59.00	$ 3,540.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 60.00	$ 53,880.00	$ 80.00	$ 71,840.00	$ 65.00	$ 58,370.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 25.00	$ 10,000.00	$ 100.00	$ 40,000.00	$ 29.50	$ 11,800.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 13.00	$ 40,924.00	$ 25.00	$ 78,700.00	$ 14.00	$ 44,072.00
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 18,000.00	$ 18,000.00	$ 20,000.00	$ 20,000.00	$ 10,709.00	$ 10,709.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 1,000.00	$ 6,000.00	$ 162.00	$ 972.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 50.00	$ 1,000.00	$ 1,000.00	$ 20,000.00	$ 108.00	$ 2,160.00
	SITE WORK AND LANDSCAPING										
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 600.00	$ 600.00	$ 15,000.00	$ 15,000.00	$ 1,077.00	$ 1,077.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 1.80	$ 3,060.00	$ 5.00	$ 8,500.00	$ 2.50	$ 4,250.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 0.50	$ 850.00	$ 4.00	$ 6,800.00	$ 0.50	$ 850.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 5,050.00	$ 5,050.00	$ 7,000.00	$ 7,000.00	$ 4,305.00	$ 4,305.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 505.00	$ 2,020.00	$ 1,000.00	$ 4,000.00	$ 485.00	$ 1,940.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 202.00	$ 2,424.00	$ 500.00	$ 6,000.00	$ 162.00	$ 1,944.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 25.00	$ 600.00	$ 100.00	$ 2,400.00	$ 27.00	$ 648.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 220.00	$ 3,520.00	$ 1,000.00	$ 16,000.00	$ 232.00	$ 3,712.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 165.00	$ 2,640.00	$ 800.00	$ 12,800.00	$ 175.00	$ 2,800.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 109,000.00	$ 109,000.00	$ 50,000.00	$ 50,000.00	$ 78,000.00	$ 78,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 19,680.00	$ 19,680.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 1,000.00	$ 6,000.00	$ 1,000.00	$ 6,000.00	$ 450.00	$ 2,700.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 15.00	$ 13,020.00	$ 40.00	$ 34,720.00	$ 16.00	$ 13,888.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,690.00	$ 2,690.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 7.50	$ 16,395.00	$ 5.00	$ 10,930.00	$ 6.50	$ 14,209.00
			TOTAL BID:		$ 1,727,593.00		$ 1,478,756.00		$ 1,662,738.00		$ 1,697,753.25
			BID SECURITY:				10%		10%		10%

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						7		8		9	
				ENGINEER'S ESTIMATE		Brothers Concrete Des Moines, Iowa		Reilly Construction Co., Inc. Ossian, Iowa		Granite Excavation Polk City, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 30.00	$ 12,000.00	$ 150.00	$ 60,000.00	$ 64.00	$ 25,600.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 25.00	$ 32,500.00	$ 70.00	$ 91,000.00	$ 17.00	$ 22,100.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 2.50	$ 9,937.50	$ 9.00	$ 35,775.00	$ 3.00	$ 11,925.00
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 10.00	$ 10,000.00	$ 5.00	$ 5,000.00	$ 10.00	$ 10,000.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 14.00	$ 55,650.00	$ 17.00	$ 67,575.00	$ 16.00	$ 63,600.00
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 5,750.00	$ 5,750.00	$ 5,340.00	$ 5,340.00
	TRENCH EXCAVATION AND BACKFILL										
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 5,750.00	$ 5,750.00	$ 5,340.00	$ 5,340.00
	SEWERS AND DRAINS										
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 150.00	$ 159,300.00	$ 190.00	$ 201,780.00	$ 272.00	$ 288,864.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 185.00	$ 29,970.00	$ 285.00	$ 46,170.00	$ 398.00	$ 64,476.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 109.00	$ 71,504.00	$ 115.00	$ 75,440.00	$ 267.00	$ 175,152.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 25.00	$ 26,550.00	$ 15.00	$ 15,930.00	$ 22.00	$ 23,364.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 2,450.00	$ 2,450.00	$ 4,500.00	$ 4,500.00	$ 3,255.00	$ 3,255.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 2,050.00	$ 2,050.00	$ 4,000.00	$ 4,000.00	$ 3,285.00	$ 3,285.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 25.00	$ 4,050.00	$ 30.00	$ 4,860.00	$ 23.00	$ 3,726.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 130.00	$ 31,980.00	$ 110.00	$ 27,060.00	$ 230.00	$ 56,580.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 25.00	$ 1,650.00	$ 25.00	$ 1,650.00	$ 22.00	$ 1,452.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 50.00	$ 95,100.00	$ 45.00	$ 85,590.00	$ 47.00	$ 89,394.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 2,250.00	$ 6,750.00	$ 2,500.00	$ 7,500.00	$ 2,740.00	$ 8,220.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 650.00	$ 6,500.00	$ 900.00	$ 9,000.00	$ 592.00	$ 5,920.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 60.00	$ 18,360.00	$ 40.00	$ 12,240.00	$ 24.00	$ 7,344.00
	WATER MAIN AND APPURTENANCES										
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 115.00	$ 1,150.00	$ 150.00	$ 1,500.00	$ 196.00	$ 1,960.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 74.00	$ 83,546.00	$ 100.00	$ 112,900.00	$ 221.00	$ 249,509.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 1,350.00	$ 2,700.00	$ 1,100.00	$ 2,200.00	$ 1,425.00	$ 2,850.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 985.00	$ 985.00	$ 1,000.00	$ 1,000.00	$ 509.00	$ 509.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 1,520.00	$ 1,520.00	$ 1,300.00	$ 1,300.00	$ 1,020.00	$ 1,020.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 1,050.00	$ 1,050.00	$ 1,300.00	$ 1,300.00	$ 916.00	$ 916.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 1,250.00	$ 1,250.00	$ 750.00	$ 750.00	$ 509.00	$ 509.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 1,950.00	$ 27,300.00	$ 2,000.00	$ 28,000.00	$ 3,705.00	$ 51,870.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 2,750.00	$ 27,500.00	$ 2,500.00	$ 25,000.00	$ 5,120.00	$ 51,200.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 13.00	$ 14,482.00	$ 15.00	$ 16,710.00	$ 12.00	$ 13,368.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 2,350.00	$ 9,400.00	$ 3,000.00	$ 12,000.00	$ 3,910.00	$ 15,640.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 6,250.00	$ 18,750.00	$ 8,000.00	$ 24,000.00	$ 8,155.00	$ 24,465.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 1,050.00	$ 1,050.00	$ 1,500.00	$ 1,500.00	$ 678.00	$ 678.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 40.00	$ 73,480.00	$ 42.00	$ 77,154.00	$ 92.00	$ 169,004.00
	STRUCTURES FOR SANITARY AND STORM										$ -
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 7,500.00	$ 30,000.00	$ 9,000.00	$ 36,000.00	$ 11,320.00	$ 45,280.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 8,500.00	$ 17,000.00	$ 7,500.00	$ 15,000.00	$ 7,790.00	$ 15,580.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 9,100.00	$ 18,200.00	$ 10,000.00	$ 20,000.00	$ 10,470.00	$ 20,940.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 2,200.00	$ 2,200.00	$ 2,500.00	$ 2,500.00	$ 1,525.00	$ 1,525.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,950.00	$ 2,950.00	$ 2,000.00	$ 2,000.00	$ 3,830.00	$ 3,830.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 3,500.00	$ 14,000.00	$ 2,000.00	$ 8,000.00	$ 386.00	$ 1,544.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 850.00	$ 1,700.00	$ 1,000.00	$ 2,000.00	$ 386.00	$ 772.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 850.00	$ 850.00	$ 1,000.00	$ 1,000.00	$ 386.00	$ 386.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

						7		8		9	
				ENGINEER'S ESTIMATE		Brothers Concrete Des Moines, Iowa		Reilly Construction Co., Inc. Ossian, Iowa		Granite Excavation Polk City, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 105.00	$ 341,250.00	$ 62.00	$ 201,500.00	$ 59.00	$ 191,750.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 4,250.00	$ 4,250.00	$ 4,005.00	$ 4,005.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 15.00	$ 12,750.00	$ 20.00	$ 17,000.00	$ 7.00	$ 5,950.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 15.00	$ 12,300.00	$ 20.00	$ 16,400.00	$ 9.00	$ 7,380.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 65.00	$ 51,935.00	$ 50.00	$ 39,950.00	$ 48.00	$ 38,352.00
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 75.00	$ 4,950.00	$ 76.00	$ 5,016.00	$ 74.00	$ 4,884.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 120.00	$ 7,200.00	$ 62.00	$ 3,720.00	$ 59.00	$ 3,540.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 75.00	$ 67,350.00	$ 66.00	$ 59,268.00	$ 64.00	$ 57,472.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 30.00	$ 12,000.00	$ 25.00	$ 10,000.00	$ 30.00	$ 12,000.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 13.50	$ 42,498.00	$ 16.50	$ 51,942.00	$ 9.00	$ 28,332.00
	TRAFFIC CONTROL										
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 22,000.00	$ 22,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 350.00	$ 2,100.00	$ 170.00	$ 1,020.00	$ 160.00	$ 960.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 200.00	$ 4,000.00	$ 115.00	$ 2,300.00	$ 107.00	$ 2,140.00
	SITE WORK AND LANDSCAPING										
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 641.00	$ 641.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 3.25	$ 5,525.00	$ 3.00	$ 5,100.00	$ 2.00	$ 3,400.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 1.50	$ 2,550.00	$ 1.25	$ 2,125.00	$ 0.50	$ 850.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00	$ 5,340.00	$ 5,340.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 450.00	$ 1,800.00	$ 280.00	$ 1,120.00	$ 534.00	$ 2,136.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 120.00	$ 1,440.00	$ 200.00	$ 2,400.00	$ 214.00	$ 2,568.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 75.00	$ 1,800.00	$ 28.00	$ 672.00	$ 27.00	$ 648.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 350.00	$ 5,600.00	$ 95.00	$ 1,520.00	$ 107.00	$ 1,712.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 350.00	$ 5,600.00	$ 75.00	$ 1,200.00	$ 107.00	$ 1,712.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 105,000.00	$ 105,000.00	$ 25,000.00	$ 25,000.00	$ 55,000.00	$ 55,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 950.00	$ 5,700.00	$ 5,000.00	$ 30,000.00	$ 400.00	$ 2,400.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 25.00	$ 21,700.00	$ 40.00	$ 34,720.00	$ 21.00	$ 18,228.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,240.00	$ 2,240.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 3.50	$ 7,651.00	$ 7.00	$ 15,302.00	$ 6.00	$ 13,116.00
			TOTAL BID:		$ 1,727,593.00		$ 1,733,063.50		$ 1,734,109.00		$ 2,071,048.00
			BID SECURITY:				10%		10%		10%

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		10 CJ Moyna & Sons, LLC Elkader, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK						
2.1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00
2.2	Topsoil, Off-site	CY	400	$ 40.00	$ 16,000.00	$ 122.00	$ 48,800.00
2.3	Excavation, Class 10	CY	1300	$ 30.00	$ 39,000.00	$ 60.00	$ 78,000.00
2.4	Subgrade Preparation, 6" Depth	SY	3975	$ 4.00	$ 15,900.00	$ 12.50	$ 49,687.50
2.5	Subgrade Treatment, Geogrid, Triangular	SY	1000	$ 8.00	$ 8,000.00	$ 9.50	$ 9,500.00
2.6	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	3975	$ 15.00	$ 59,625.00	$ 42.00	$ 166,950.00
2.7	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00
	TRENCH EXCAVATION AND BACKFILL						
3.1	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00
	SEWERS AND DRAINS						
4.1	Diameter	LF	1062	$ 160.00	$ 169,920.00	$ 125.00	$ 132,750.00
4.2	Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter	LF	162	$ 250.00	$ 40,500.00	$ 420.00	$ 68,040.00
4.3	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	656	$ 120.00	$ 78,720.00	$ 76.00	$ 49,856.00
4.4	Diameter	LF	1062	$ 25.00	$ 26,550.00	$ 8.00	$ 8,496.00
4.5	Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 3,300.00	$ 3,300.00
4.6	Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter	EA	1	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter	LF	162	$ 25.00	$ 4,050.00	$ 30.00	$ 4,860.00
4.8	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	246	$ 100.00	$ 24,600.00	$ 120.00	$ 29,520.00
4.9	Diameter	LF	66	$ 25.00	$ 1,650.00	$ 48.00	$ 3,168.00
4.10	Diameter	LF	1902	$ 45.00	$ 85,590.00	$ 26.00	$ 49,452.00
4.11	Footing Drain Cleanout, Type B, 24" Diameter	EA	3	$ 2,500.00	$ 7,500.00	$ 2,600.00	$ 7,800.00
4.12	Footing Drain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 600.00	$ 6,000.00	$ 280.00	$ 2,800.00
4.13	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	306	$ 100.00	$ 30,600.00	$ 28.00	$ 8,568.00
	WATER MAIN AND APPURTENANCES						
5.1	Water Main, Trenched, PVC, 4" Diameter	LF	10	$ 110.00	$ 1,100.00	$ 135.00	$ 1,350.00
5.2	Water Main, Trenched, PVC, 8" Diameter	LF	1129	$ 90.00	$ 101,610.00	$ 82.00	$ 92,578.00
5.3	Fitting, 22.50 Degree Bend, 8"	EA	2	$ 1,000.00	$ 2,000.00	$ 820.00	$ 1,640.00
5.4	Fitting, 90.00 Degree Bend, 4"	EA	1	$ 750.00	$ 750.00	$ 490.00	$ 490.00
5.5	Fitting, 8" X 8" TEE	EA	1	$ 2,000.00	$ 2,000.00	$ 875.00	$ 875.00
5.6	Fitting, 8" X 4" TEE	EA	1	$ 1,000.00	$ 1,000.00	$ 755.00	$ 755.00
5.7	Fitting, 8" End Cap	EA	1	$ 500.00	$ 500.00	$ 470.00	$ 470.00
5.8	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	14	$ 2,000.00	$ 28,000.00	$ 2,200.00	$ 30,800.00
5.9	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	10	$ 3,000.00	$ 30,000.00	$ 2,800.00	$ 28,000.00
5.10	Water Main Removal, 4" Diameter	LF	1114	$ 25.00	$ 27,850.00	$ 11.00	$ 12,254.00
5.11	Gate Valve, 8"	EA	4	$ 3,000.00	$ 12,000.00	$ 3,200.00	$ 12,800.00
5.12	Fire Hydrant Assembly, Alternate	EA	3	$ 7,500.00	$ 22,500.00	$ 8,200.00	$ 24,600.00
5.13	Fire Hydrant Assembly Removal	EA	1	$ 2,000.00	$ 2,000.00	$ 2,600.00	$ 2,600.00
5.14	Water Main, Temporary, PEX, 2" Diameter	LF	1837	$ 45.00	$ 82,665.00	$ 23.00	$ 42,251.00
	STRUCTURES FOR SANITARY AND STORM						
6.1	Manhole, Type SW-301, 48" Diameter	EA	4	$ 6,000.00	$ 24,000.00	$ 7,350.00	$ 29,400.00
6.2	Intake Type SW-505, 6'-8" X 2'-0"	EA	2	$ 7,000.00	$ 14,000.00	$ 6,800.00	$ 13,600.00
6.3	Intake Type SW-506, 6'-8" X 6'-0"	EA	2	$ 9,000.00	$ 18,000.00	$ 10,500.00	$ 21,000.00
6.4	Intake Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 2,350.00	$ 2,350.00
6.5	Connect to Existing Intake, SW-211 Type PC-2	EA	1	$ 2,000.00	$ 2,000.00	$ 2,600.00	$ 2,600.00
6.6	Remove Manhole, Sanitary	EA	4	$ 1,000.00	$ 4,000.00	$ 480.00	$ 1,920.00
6.7	Remove Intake, Storm	EA	2	$ 1,000.00	$ 2,000.00	$ 480.00	$ 960.00
6.8	Remove Cleanout, Sanitary	EA	1	$ 1,000.00	$ 1,000.00	$ 200.00	$ 200.00

TABULATION OF BIDS
NW Northlawn Area Utility Improvements - Phase 3
City of Ankeny
Project No. 119.0975.01C
Bid Date/Time: November 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		10 CJ Moyna & Sons, LLC Elkader, Iowa	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	STREETS AND RELATED WORK						
7.1	Pavement, PCC, C-SUD, 7" Thick	SY	3250	$ 75.00	$ 243,750.00	$ 55.50	$ 180,375.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 3,750.00	$ 3,750.00
7.3	Removal of Sidewalk	SY	850	$ 17.00	$ 14,450.00	$ 20.00	$ 17,000.00
7.4	Removal of Driveway	SY	820	$ 17.00	$ 13,940.00	$ 30.00	$ 24,600.00
7.5	Sidewalk, PCC, 4" Thick	SY	799	$ 55.00	$ 43,945.00	$ 45.25	$ 36,154.75
7.6	Sidewalk, PCC, 6" Thick	SY	66	$ 100.00	$ 6,600.00	$ 69.00	$ 4,554.00
7.7	Detectable Warnings, Galvanized Steel	SF	60	$ 55.00	$ 3,300.00	$ 55.00	$ 3,300.00
7.8	Driveway, Paved, PCC, Type A Residential, 6" Thick	SY	898	$ 65.00	$ 58,370.00	$ 60.00	$ 53,880.00
7.9	Subbase Over-Excavation, 6" Depth	SY	400	$ 20.00	$ 8,000.00	$ 40.00	$ 16,000.00
7.10	Pavement Removal	SY	3148	$ 17.00	$ 53,516.00	$ 44.00	$ 138,512.00
	TRAFFIC CONTROL						
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 36,000.00	$ 36,000.00
8.2	Remove and Reinstall Type A Sign	EA	6	$ 400.00	$ 2,400.00	$ 150.00	$ 900.00
8.3	Portable Dynamic Message Signs	CDAY	20	$ 200.00	$ 4,000.00	$ 100.00	$ 2,000.00
	SITE WORK AND LANDSCAPING						
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1	$ 4,000.00	$ 4,000.00	$ 900.00	$ 900.00
9.2	Filter Sock, Installation, 9"	LF	1700	$ 2.00	$ 3,400.00	$ 2.20	$ 3,740.00
9.3	Filter Sock, Removal, 9"	LF	1700	$ 1.00	$ 1,700.00	$ 0.30	$ 510.00
9.4	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,000.00	$ 4,000.00	$ 3,900.00	$ 3,900.00
9.5	Inlet Protection Device, Rock	EA	4	$ 500.00	$ 2,000.00	$ 400.00	$ 1,600.00
9.6	Inlet Protection Device, Drop In	EA	12	$ 175.00	$ 2,100.00	$ 150.00	$ 1,800.00
9.7	Inlet Protection Device, Maintenance	EA	24	$ 50.00	$ 1,200.00	$ 25.00	$ 600.00
9.8	Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 250.00	$ 4,000.00
9.9	Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W	LF	16	$ 200.00	$ 3,200.00	$ 190.00	$ 3,040.00
	MISCELLANEOUS						
11.1	Mobilization	LS	1	$ 150,000.00	$ 150,000.00	$ 380,000.00	$ 380,000.00
11.2	Maintenance of Solid Waste Collection	LS	1	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
11.3	Temporary Pedestrian Ramp	EA	6	$ 2,000.00	$ 12,000.00	$ 2,000.00	$ 12,000.00
11.4	Temporary Granular Sidewalk	SY	868	$ 30.00	$ 26,040.00	$ 30.00	$ 26,040.00
11.5	Concrete Washout	LS	1	$ 5,000.00	$ 5,000.00	$ 2,200.00	$ 2,200.00
11.6	Temporary Fence, Orange Mesh Safety Fence	LF	2186	$ 7.00	$ 15,302.00	$ 6.00	$ 13,116.00
			TOTAL BID:		$ 1,727,593.00		$ 2,077,012.25
			BID SECURITY:				10%

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

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

Section 1. That the following bid for the construction of certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3, described in the plans and specifications heretofore adopted by this Council on November 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete Construction Inc. dba Absolute Group** of **Granger, Iowa**

Amount of bid: **$1,122,982.75**

Portion of project: All construction work

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

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the NW Northlawn Area Utility Improvements - Phase 3, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Absolute Concrete Construction Inc. dba Absolute Group** of **Granger, Iowa**

Amount of bid: **$1,122,982.75**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **20th** day of **November**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

NW Northlawn Area Utility Improvements - Phase 3 Location Map
Map is for Locational Purposes Only.

W S N E

1 in = 400 ft
Date: 4/12/2023

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

$200,000 Master Services and Purchasing Agreement (Police Department - Tasers) (PH 2023-62)

EXECUTIVE SUMMARY:

The Police Department is requesting to replace its current taser fleet of 45 Axon Taser X26P with 45 Axon Taser 10. This has become necessary due to a portion of the current fleet reaching the end of its useful life and warranty period.

See attached memorandum for additional details.

FISCAL IMPACT: **Yes**

The total cost is $192,467.06, with installment payments of $41,882.26 in year 1 and $37,646.20 in years 2-5.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on November 10, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization and issuance of a Master Services and Purchasing Agreement payable from the general fund in the principal amount of not to exceed $200,000 for personal property for use by the City.

Action: Consider motion to adopt RESOLUTION authorizing action for a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of $192,467.06 for personal property for use by the City.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Memorandum
Master Services and Purchasing Agreement
Quote
Resolution
Resolution

Subject: Procurement of the Axon Taser 10

Date: October 30, 2023

Prepared By: Darius Potts, Chief of Police

Introduction:

This executive summary outlines the rationale and key considerations for the procurement of the Axon Taser 10, a less-lethal electroshock weapon manufactured by Axon Enterprise. This procurement decision is essential for enhancing the effectiveness and safety of our law enforcement agencies.

Background:

Law enforcement agencies worldwide are continually seeking advanced tools and technologies to maintain public safety while minimizing harm to individuals involved in various situations. The Axon Taser 10 represents a significant advancement in non-lethal force options. It offers improved features and capabilities over its predecessors, ensuring officers can respond more effectively to a variety of scenarios.

Key Features and Benefits:

The Axon Taser 10 boasts several essential features and benefits, including:

1. **Increased Range:** The Axon Taser 10 provides a longer effective range, improving an officer's ability to incapacitate a subject from a safe distance.
2. **Enhanced Accuracy:** Advanced targeting technology and improved probes increase accuracy, reducing the risk of unintended injuries.
3. **Faster Reload:** The Taser 10's quick-reload feature allows officers to respond swiftly to follow-up shots when necessary, ensuring better control of situations.
4. **Improved Data Recording:** Enhanced data capture and integration capabilities aid in post-incident analysis, supporting transparency and accountability.
5. **Reduced Risk of Injury:** This less-lethal option helps minimize the risk of serious physical harm or death, promoting safer apprehensions.

Cost Analysis:

The plan is to purchase the 45 T10 Tasers using the 5-year payment plan. The upfront costs associated with procuring the Axon Taser 10 will need to be weighed against potential long-term cost savings. These savings may result from reduced medical expenses and legal settlements related to injuries or fatalities during law enforcement engagements.

Compliance and Training:

To ensure the responsible and safe use of the Axon Taser 10, a comprehensive training program will be implemented. Compliance with local and national regulations governing the use of less-lethal force is paramount.

Recommendation:

Our current taser will no longer be support by Axon. Given the increasing need for more effective and less-lethal law enforcement tools, it is recommended that our organization proceed with the procurement of the Axon Taser 10. This decision aligns with our commitment to enhancing officer safety, reducing the risk of harm to subjects, and increasing the overall effectiveness of our law enforcement operations.

Conclusion:

The Axon Taser 10 presents a viable and responsible solution for equipping our law enforcement agencies with advanced less-lethal technology. This procurement decision not only aligns with our commitment to safety and accountability but also supports the evolving demands of modern policing. We are confident that the Axon Taser 10 will be a valuable addition to our law enforcement toolkit.

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	Ankeny Police Department (IA)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable)

• Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.

6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-504406-45245.663NB

Issued: 11/15/2023

Quote Expiration: 11/24/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 118669

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-411 SW Ordnance Rd 411 SW Ordnance Rd Ankeny, IA 50023-2940 USA	Ankeny Police Dept. - IA 410 W 1st St Ankeny IA 50023-1557 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Brian Kroska Phone: (515) 289-5244 Email: bkroska@ankenyiowa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$192,467.06
ESTIMATED TOTAL W/ TAX	$192,467.06

Discount Summary

Average Savings Per Year	$7,130.79
TOTAL SAVINGS	$35,653.94

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	$41,882.26	$0.00	$41,882.26
Jan 2025	$37,646.20	$0.00	$37,646.20
Jan 2026	$37,646.20	$0.00	$37,646.20
Jan 2027	$37,646.20	$0.00	$37,646.20
Jan 2028	$37,646.20	$0.00	$37,646.20

Payment Summary

Date	Subtotal	Tax	Total
Total	$192,467.06	$0.00	$192,467.06

Quote Unbundled Price:	**$228,121.00**
Quote List Price:	**$211,543.00**
Quote Subtotal:	**$192,467.06**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($6,430.59)	($6,430.59)	$0.00	($6,430.59)
101027	TRANSFER CREDIT - GOODS CEW	1			$1.00	$10,666.65	$10,666.65	$0.00	$10,666.65
T10Cert	TASER 10 Certification Bundle	45	60	$81.97	$75.83	$68.33	$184,491.00	$0.00	$184,491.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,800.00	$3,740.00	$3,740.00	$0.00	$3,740.00
Total							**$192,467.06**	**$0.00**	**$192,467.06**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	45	01/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	1	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	45	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	1	01/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	2	01/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	2	01/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	2	01/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	900	01/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	18	01/01/2024
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	45	01/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	45	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	8	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	1	01/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2027
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	90	01/01/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	270	01/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	45	02/01/2024	01/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	45
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	45	01/01/2025	01/31/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	1	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	45	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	8	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 1	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($6,430.59)	$0.00	($6,430.59)
Invoice Upon Fulfillment	101027	TRANSFER CREDIT - GOODS CEW	1	$10,666.65	$0.00	$10,666.65
Total				**$41,882.26**	**$0.00**	**$41,882.26**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 2	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 3	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 4	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$748.00	$0.00	$748.00
Year 5	T10Cert	TASER 10 Certification Bundle	45	$36,898.20	$0.00	$36,898.20
Total				**$37,646.20**	**$0.00**	**$37,646.20**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-320020 (contract 00029516 shell 00049238) , Q-343530 (contract 00069475)

Agency is terminating those contracts effective 02/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $4,236.07 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Invoice INUS184270 (9/1/23)

Signature

Date Signed

11/15/2023

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled " RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $200,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY" and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $200,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and the issuance of not to exceed $200,000 Master Services and Purchasing Agreement payable from the General Fund, for the purpose of paying costs of equipping the police department, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $200,000 Master Services and Purchasing Agreement payable from the General Fund, to evidence the obligation thereof for the foregoing purpose.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ACTION FOR A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF $192,467.06 FOR PERSONAL PROPERTY FOR USE BY THE CITY", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING ACTION FOR A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF $192,467.06 FOR PERSONAL PROPERTY FOR USE BY THE CITY

WHEREAS, the City of Ankeny, State of Iowa (the "City"), is in need of funds to pay costs of equipping the police department, and it is deemed necessary and advisable that a Master Services and Purchasing Agreement in the principal amount of $192,467.06 be entered into for such purpose; and

WHEREAS, pursuant to notice published as required by Sections 364.4 and 384.25 of the Code of Iowa, as amended (the "Code"), this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and issuance of a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of not to exceed $200,000 for such purpose, and the Council is therefore now authorized to proceed with the authorization of the lease agreement; and

WHEREAS, Axon Enterprise, Inc. ("Axon") has agreed to make available to the City the Equipment, pursuant to the terms of the Master Services and Purchasing Agreement, between the City, as Lessee, and Axon, as Lessor thereunder; and

WHEREAS, this Council has determined that the terms of the Master Services and Purchasing Agreement do not exceed the economic life of the property being acquired pursuant thereto; and

WHEREAS, the Master Services and Purchasing Agreement shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Master Services and Purchasing Agreement and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified General Fund budget amount; and

WHEREAS, the Master Services and Purchasing Agreement shall begin on the date the City acquires the Equipment, and the Resolution ratifies the Master Services and Purchasing Agreement; and

WHEREAS, it appears that such instruments are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Equipment" shall mean the police equipment, as more particularly described in the Agreement.

- "Issuer" or "City" or "Lessee" shall mean the City of Ankeny, State of Iowa.

- "Master Services and Purchasing Agreement" or "Agreement" shall mean, the Master Services and Purchasing Agreement, by and between the City and Axon Enterprise, Inc.

- "Lessor" shall mean Axon Enterprise Inc., an Arizona Corporation.

- "Resolution" shall mean this resolution authorizing the Agreement, and general fund payments thereunder.

Section 2. Authority and Purpose. The Agreement authorized by this Resolution shall be issued pursuant to Section 364.4 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement is hereby authorized in the principal amount of $192,467.06 for the purpose of paying costs of acquiring the Equipment.

Section 3. Approval of Agreement. Axon Enterprise Inc. shall make the Equipment available to the City pursuant to the Agreement, which provides for the payment by the City in

the amounts and in installments as specified therein. The form and content of the Agreement, the provisions of which are incorporated herein by reference, hereby are in all respects authorized and approved; and execution of the Agreement is hereby approved; and from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. Pledge of General Fund; Other Funds to be Used.

(a) Pledge of Funds. That for the purpose of providing funds to pay the payments due under the Agreement herein authorized, there shall be paid from funds in the General Fund for each future year the following amounts:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$41,882.26	2023/2024
$37,646.20	2024/2025
$37,646.20	2025/2026
$37,646.20	2026/2027
$37,646.20	2027/2028

(b) Other Funds. Nothing herein restricts the ability of the City to transfer other available funds into the General Fund for purposes of satisfying the Agreement.

(c) Additional City Funds Available. Payments coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 5. Lease Fund. Monies in the General Fund shall be converted into a special fund therein to be known as the "2023 POLICE EQUIPMENT LEASE DEBT SERVICE FUND NO. 1" (the "Lease Fund"), which is hereby pledged for and shall be used only for the payments of the Agreement.

Section 6. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Agreement, and after the issuance of the Agreement no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Agreement, shall have been satisfied and discharged as provided in the Agreement.

Section 7. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 8. Repeal of Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and adopt resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Annexation Map
Consultation Meeting Report
Correspondence

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Phone: 515-963-3544

RESOLUTION 2023-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., AND GENE C. HILDRETH, JR.

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND:

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

LAYMAN'S DESCRIPTION:

Approximately 345.10 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, it was understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate were to be installed at the sole expense of the developer of said real estate; and

WHEREAS, it appears that the owners are the only titleholders of the respective, above-described real estate; and

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

LEGAL DESCRIPTION:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)

AND;

LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)

AND;

LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)

AND;

LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)

AND;

OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)

AND;

ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)

AND;

LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)

AND;

OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)

AND;

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

LAYMAN'S DESCRIPTION:

Approximately 77.06 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

WHEREAS, each owner of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property and each public utuility which serves the area have been notified 14 business days prior to the date of this resolution by regular mail; to the Chairperson of the County Board of Supervisors and the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, Regional Planning Authority, all affected public utilities, all non-consenting landowners and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

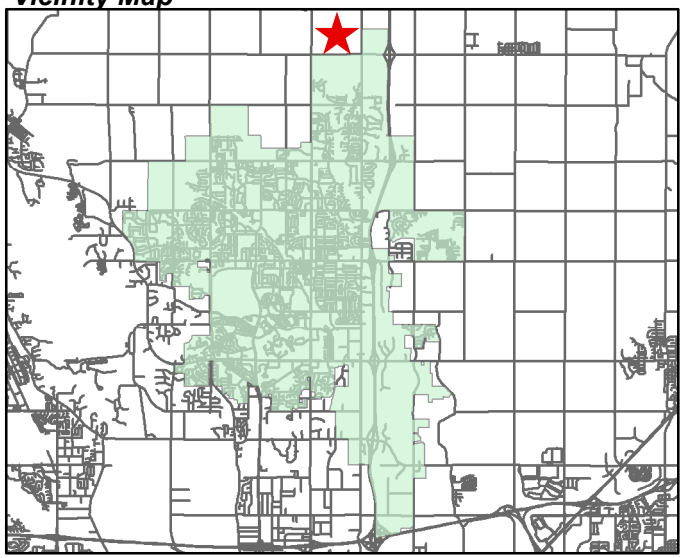
PASSED AND APPROVED this 20th day of November, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

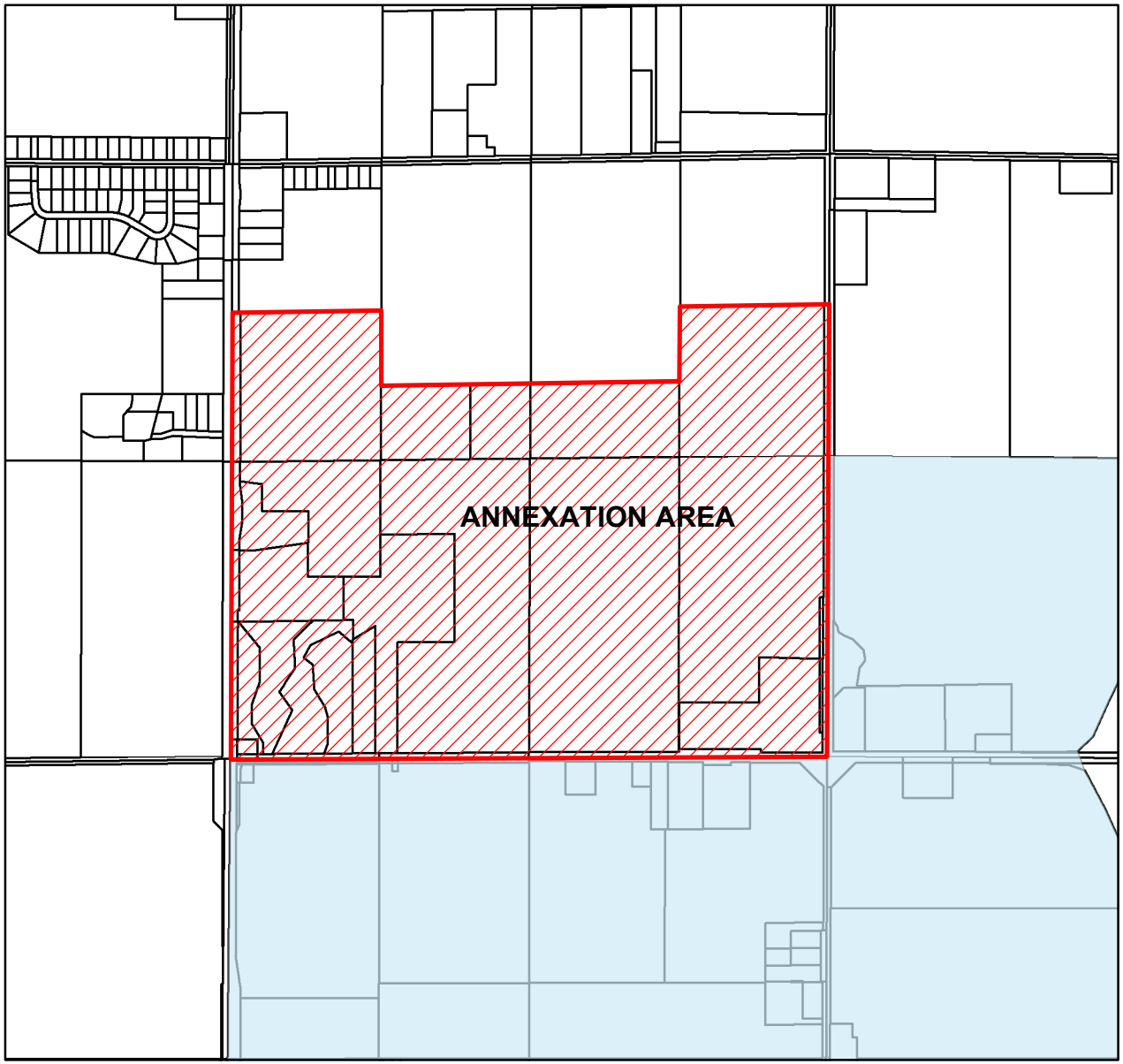
_____
Michelle Yuska, City Clerk

Vicinity Map



LEGAL DESCRIPTION

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. AND: THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. AND: THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 1,500 feet

Annexation Map

Property Owners: Richard R & Stacey Martin, Northstar LTD, Hope Kimberley LLC, Gene C Hildreth Jr, DRA Properties LLC, A Byron & Cheryl C Gustafson, BK Linnemeyer Trust, Kelli K & Brian K Linnemeyer, Jason & Linda Wattonville, Grant T & Jodi Goldsberry, Timothy A & Patricia R Vogel, Jeremy & Teresa Nefzger, Dennis M Gibson, Bobby R Mason Jr & Valeria J Mason

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: September 7, 2023

Consultation Meeting Report

Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

LYNDA LEHMAN, CLERK
LINCOLN TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

JAMES CHARLES FAUSCH, TRUSTEE
LINCOLN TOWNSHIP
RR 1 BOX 56
ALLEMAN, IA 50007

WAYNE REINHART, TRUSTEE
LINCOLN TOWNSHIP
12465 NE 6TH ST
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE
LINCOLN TOWNSHIP
4637 NW 118TH AVE
POLK CITY, IA 50226

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT
NORTH POLK COMMUNITY SCHOOL DISTRICT
13930 NE 6TH ST
ALLEMAN, IA 50007

DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL ST

Meeting Date: AUGUST 24, 2023 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT
MICHAEL KLINE, SUPERINTENDENT, NORTH POLK COMMUNITY SCHOOL DISTRICT

Written comments received: *None received*

city of
ALLEMAN

14000 NE 6th Street, Alleman, IA 50007 | 515.685.3666 | cityofalleman@huxcomm.net

RECEIVED
AUG 17 2023
CITY OF ANKENY

August 14, 2023

Mayor Mark Holm
Members of the City Council
City of Ankeny, IA
410 W. First Street
Ankeny, IA 50023

Subject: Hope Kimberley LLC 2.0 Annexation

Mayor and Council,

In response to the application for annexation of 422.15 acres of land located north of NE 126th Avenue between US Highway 69 (NE 14th Street) and NE Delaware Avenue (NE 22nd Street) that is identified as the "Hope Kimberley LLC 2.0 Annexation", the City of Alleman has no objection. The proposed west and north boundary of the area proposed to be annexed, as well as the north boundary of Ankeny's existing corporate limits east of NE 22nd Street are consistent with the City of Alleman's "Expansion Plan".

It is the goal of the City of Alleman to preserve the NE 134th Avenue corridor as a single jurisdiction street for the implementation of future street improvements and maintenance. Additionally, the City is planning to provide public sewer service to this area and a trunk sewer is proposed within the NE 134th Avenue right of way.

With rapid economic growth anticipated to continue in northern Polk County, to our mutual benefit it will be important there is cooperation between cities in planning our futures.

Sincerely,

Robert Kramme

Mayor Robert Kramme
City of Alleman, IA

Cc: Alleman City Council
Polk County Board of Supervisors
John Norris, Polk County Administrator
Robert Rice, Polk County Public Works Director

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

November 20, 2023
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:

- ***Public Hearing - North Four Mile Creek Trunk Sewer - Phase 2 - 12/4/23 @ 5:30 p.m.***
- ***Public Hearing - Cell Tower Lease - 12/4/23 @ 5:30 p.m.***
- ***Public Hearing - Not to exceed $11,295,000 Water Revenue Capital Loan Notes - 12/4/23 @ 5:30 p.m.***
- ***Public Hearing - 2024 PCC Reconstruction Program - NW Ash Drive - 12/18/23 @ 5:30 p.m.***
- ***Regular City Council Meeting - 1/2/24 @ 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:

Click to download
No Attachments Available