



ANKENY CITY COUNCIL

Regular Meeting
Tuesday, January 21, 2025
5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers
1250 SW District Drive, Ankeny, Iowa

Bobbi Bentz, Mayor

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

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: Bobbi Bentz, Mayor

Roll Call: Michelle Yuska, City Clerk

Pledge of Allegiance: Bobbi Bentz, Mayor

CEREMONY:

A. PUBLIC FORUM:

B. APPROVAL OF AGENDA:

1. Approval of the January 21, 2025 Agenda

Consider motion to approve and accept the January 21, 2025 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2025-02 A request to vacate a portion of a Public Ingress/Egress Easement located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza.

Consider motion to close Public Hearing 2025-02.

Consider motion to accept first consideration of ORDINANCE 2191.

2. PH 2025-03 Proposed 2025 PCC Reconstruction Program - SE 8th Street

Consider motion to close Public Hearing 2025-03.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost \$1,005,770.00; 2) receive and file report of bids received January 14, 2025; 3) RESOLUTION making award of construction contract with Shekar Engineering, PLC in the amount of \$874,056.34; and 4) RESOLUTION approving contract and bonds with Shekar Engineering, PLC in the amount of \$874,056.34.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION:

E. APPROVAL OF CONSENT AGENDA:

• **MINUTES**

- CA - 1.** Approval of official council actions of the regular meeting of January 6, 2025 as published, subject to correction, as recommended by the City Clerk.

• **LICENSES AND PERMITS**

- CA - 2.** Consider motion to approve the issuance of Device Retailer Permit.

- CA - 3.** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

• **FINANCE/BUDGET**

- CA - 4.** Consider motion to receive and file Financial Reports for December 2024.

- CA - 5.** Consider motion to receive and file Building Permit Report for December 2024.

- CA - 6.** Consider motion to receive and file the Utility Billing Report for December 2024.

- CA - 7.** Consider motion to approve Change Order #2 increasing the contract amount by \$11,900.00 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank Project.

- CA - 8.** Consider a motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Foth Infrastructure and Environment, LLC for additional construction services on the North Four Mile Trunk Sewer - Phase 1 project.

- CA - 9.** Consider motion to approve Payment #3 in the amount of \$27,646.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr - NW 9th St & NW Ash Dr Intersection Improvements project.

- CA - 10.** Consider motion to approve Payment #5 in the amount of \$1,768,701.59 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage

Tank project.

- CA - 11.** Consider motion to approve Payment #10 in the amount of \$3,818.50 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.
- CA - 12.** Consider motion to approve Payment #3 in the amount of \$21,733.95 to Confluence, Inc. for professional services associated with the Ankeny Boulevard Corridor plan project.
- CA - 13.** Consider motion to approve Payment #25 in the amount of \$22,175.45 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 14.** Consider motion to approve Payment #5 in the amount of \$9,806.23 to Heartland Underground Solutions (Kline Electric, Inc.), for construction services on the SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal Project.
- CA - 15.** Consider motion to approve Payment #9 in the amount of \$274,656.40 to HPC, LLC for construction services work associated with the Ankeny Fire Station No. 4 project.
- CA - 16.** Consider motion to approve Payment #7 in the amount of \$27,779.06 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
- CA - 17.** Consider motion to approve Payment #17 in the amount of \$2,808.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA - 18.** Consider motion to approve Payment #4 in the amount of \$7,059.50 to JEO Consulting Group, Inc., for engineering services on the SW Magazine Road and SW Cherry Street Concept Study project.
- CA - 19.** Consider motion to approve Payment #15 in the amount of \$4,010.00 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
- CA - 20.** Consider motion to approve Payment #14 in the amount of \$5,046.51 to Kirkham Michael & Associates, for engineering services on the NE 62nd St Box Culvert Design project.
- CA - 21.** Consider motion to approve Payment #10 in the amount of \$4,781.50 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.
- CA - 22.** Consider motion to approve Payment #21 in the amount of \$8,854.39 to SVPA Architects Inc. for design and construction administration services associated with the Ankeny Fire Station No. 4 project.
- CA - 23.** Consider motion to approve the January 21, 2025 Accounts Payable.
- CA - 24.** Consider motion to approve the Security and Fire Alarm contract with A Tech Security.
- CA - 25.** Consider motion to approve the Sprinkler and Backflow Protection Systems contract with Ahern Fire Protection.
- CA - 26.** Consider a motion to adopt **RESOLUTION** authorizing the purchase of combination signal / lighting poles for NW Irvinedale Drive & NW 18th Street Reconstruction.
- CA - 27.** Consider motion to approve **RESOLUTION** authorizing the purchase of a replacement

ladder truck for the Fire Department.

- **ENGINEERING ITEMS**

- CA - 28.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (601 SW Des Moines Street - Holy Trinity Lutheran Church, a corporation)
- CA - 29.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (501 SW Des Moines Street - Steven & Melissa Bjurstrom)
- CA - 30.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (517 SW Des Moines Street - Holy Trinity Lutheran Church, a corporation)
- CA - 31.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (531 SW Des Moines Street - Holy Trinity Lutheran Church, a corporation)
- CA - 32.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (605 SW Des Moines Street - Alexander H. Wade)
- CA - 33.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (609 SW Des Moines Street - Jesus Manuel Fierro Chavarria & Blanca Leyva)
- CA - 34.** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in The Village at The Grove Plat 1.

- **CAPITAL IMPROVEMENT PROJECTS**

- CA - 35. North Four Mile Creek Trunk Sewer - Phase 2:** Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$3,602.25; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Rognes Corporation in the amount of \$2,151,917.25; and d) Final Payment #5 in the amount of \$92,573.80; Retainage Payment in the amount of \$107,595.86.
- CA - 36.** Consider motion to adopt **RESOLUTION** ordering construction on the SW Walnut Street and SW Ordinance Road Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/11/25 @ 10:30 A.M. / date of hrg: 2/17/25 @ 5:30 P.M.)

- **ADMINISTRATIVE ITEMS**

- CA - 37.** Consider motion to adopt **RESOLUTION** setting dates of a consultation and public hearing on a proposed amendment No. 4 to the Amended and Restated 1991 City of

Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 2/17/25 @ 5:30 p.m.)

CA - 38. Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 2/17/25 @ 5:30 p.m.)

CA - 39. Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 2/17/25 @ 5:30 p.m.)

CA - 40. Receive and file notice of project letting from Iowa Department of Transportation, for project MPIN-035-1(718)87-0N-77.

• **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-40

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-40.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS:

G. RECESS - BOBBI BENTZ, MAYOR

H. LEGISLATIVE BUSINESS:

• **APPROVAL OF ORDINANCES:**

41. Ord 2189 An Ordinance vacating an Ingress/Egress Easement associated with Siena Hills Plat 7, Lot 1.

Consider motion to accept third consideration of ORDINANCE 2189, sending it on its final passage and publication as required by law.

Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to Hubbell Realty Company.

42. Ord 2190 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa by rezoning certain property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Consider motion to accept second consideration of ORDINANCE 2190.

I. OLD BUSINESS:

J. NEW BUSINESS:

1. Proposed Ankeny North Four Mile Creek Sanitary Sewer Study Professional Services Agreement with JEO Consulting Group, Inc.

Consider motion to approve the Professional Services Agreement with JEO Consulting Group, Inc., for the Ankeny North Four Mile Creek Sanitary Sewer Study in an amount

not to exceed \$65,700.00 and the Mayor to execute said agreement.

2. Council Vacancy Appointment

Consider motion to adopt RESOLUTION appointing a council member to fill a vacant unexpired term.

K. ADMINISTRATIVE BUSINESS:

- **REPORT OF THE CITY STAFF:**

City Manager
City Attorney

- **REPORT OF THE GOVERNING BODY:**

Mayor

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

- **FUTURE COUNCIL AGENDA ITEMS:**

- Public Hearing - SW Des Moines St Utility Improvements - SW Ordinance Road to SW Kenworthy Drive - 2/3/25 @ 5:30 p.m.
- Public Hearing - NW Irvinedale Drive & NW 18th Street Intersection Improvements - 2/3/25 @ 5:30 p.m.
- Public Hearing - SW Walnut Street & SW Ordinance Road Water Main Project - 2/17/25 @ 5:30 p.m.
- Public Hearing - 1991 City of Ankeny URP Amendment No 4 - 2/17/25 @ 5:30 p.m.
- Public Hearing - NE Ankeny URP Amendment No 1 - 2/17/25 @ 5:30 p.m.
- Public Hearing - 1989 Economic Development URP Amendment No 14 - 2/17/25 @ 5:30 p.m.

L. ADJOURNMENT



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Approval of the January 21, 2025 Agenda

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to approve and accept the January 21, 2025 agenda, with or without amendment.

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025

5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

PH 2025-02 A request to vacate a portion of a Public Ingress/Egress Easement located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Public Hearing

Ordinance – 1st Reading

LEGAL

EXECUTIVE SUMMARY

Veridian Credit Union has requested the vacation of a portion of a Public Ingress/Egress Easement located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza to facilitate future development of the site. All public purpose served by said easement is no longer necessary.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request to vacate the Public Ingress/Egress Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-02.

Consider motion to accept first consideration of ORDINANCE 2191.

ATTACHMENTS

1. PH Coversheet
2. Ordinance
3. Vacation Exhibit
4. Aerial Map
5. Applicant Letter



PUBLIC HEARING 2025-02

5:30 P.M.

JANUARY 21, 2025

**PROPOSED VACATION OF A PORTION OF A PUBLIC INGRESS/EGRESS EASEMENT,
LOCATED ON LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86 CREDIT UNION PLAZA**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2191 vacating a portion of a Public Ingress/Egress Easement, located on Lot 1; Lot 2 ex parcel 2081-40 BK 16951 PG 86 Credit Union Plaza.

Notice of this hearing was published in the Des Moines Register on the 10th day of January, 2025.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2025-02.
- ☐ Consider **MOTION** to accept first consideration of Ordinance 2191.

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

ORDINANCE

ORDINANCE VACATING A PORTION OF A PUBLIC INGRESS/EGRESS EASEMENT, LOCATED ON LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86 CREDIT UNION PLAZA

WHEREAS, pursuant to notice published in the manner required by law, on the 21st day of January, 2025, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a public ingress/egress easement, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said easement is no longer necessary; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said easement be vacated.

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION I. The City of Ankeny does hereby vacate and release that portion of said easement, as shown on the attached Easement Vacation Plat.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication as required by law.

PASSED AND APPROVED this 17th day of February, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN
THE DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

1st Con _____ **(Public Hearing)**
2nd Con _____
3rd Con _____

Location Description:
Part Of Lot 1,Credit Union Plaza
Requestor: Primus Companies, LLC
Proprietor: Veridian Credit Union

EASEMENT VACATION EXHIBIT

PART OF LOT 1, CREDIT UNION PLAZA

SUBJECT PROPERTY LEGAL DESCRIPTION:

LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86
CREDIT UNION PLAZA

DESCRIPTION OF A PORTION OF THE
INGRESS/EGRESS EASEMENT TO BE
VACATED:

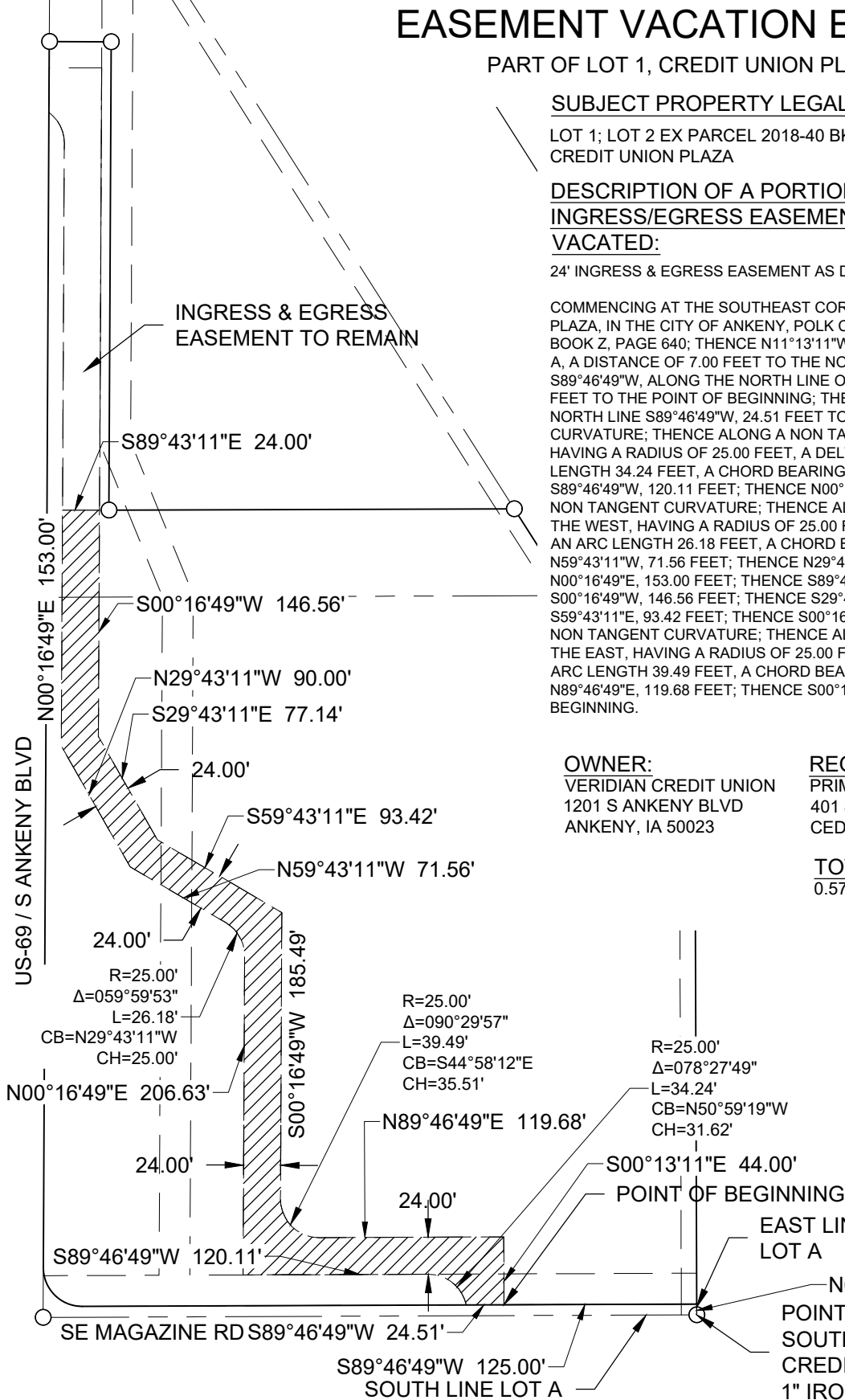
24' INGRESS & EGRESS EASEMENT AS DESCRIBED IN BOOK Z, PAGE 640.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT A, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640; THENCE N11°13'11"W, ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 7.00 FEET TO THE NORTH LINE OF SAID LOT A; THENCE S89°46'49"W, ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S89°46'49"W, 24.51 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 78°27'49", AN ARC LENGTH 34.24 FEET, A CHORD BEARING OF N50°59'19"W; THENCE S89°46'49"W, 120.11 FEET; THENCE N00°16'49"E, 206.63 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 59°59'53", AN ARC LENGTH 26.18 FEET, A CHORD BEARING OF N29°43'11"W; THENCE N59°43'11"W, 71.56 FEET; THENCE N29°43'11"W, 90.00 FEET; THENCE N00°16'49"E, 153.00 FEET; THENCE S89°43'11"E, 24.00 FEET; THENCE S00°16'49"W, 146.56 FEET; THENCE S29°43'11"E, 77.14 FEET; THENCE S59°43'11"E, 93.42 FEET; THENCE S00°16'49"W, 185.49 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°29'57", AN ARC LENGTH 39.49 FEET, A CHORD BEARING OF S44°58'12"E; THENCE N89°46'49"E, 119.68 FEET; THENCE S00°13'11"E, 44.00 FEET TO THE POINT OF BEGINNING.

OWNER:
VERIDIAN CREDIT UNION
1201 S ANKENY BLVD
ANKENY, IA 50023

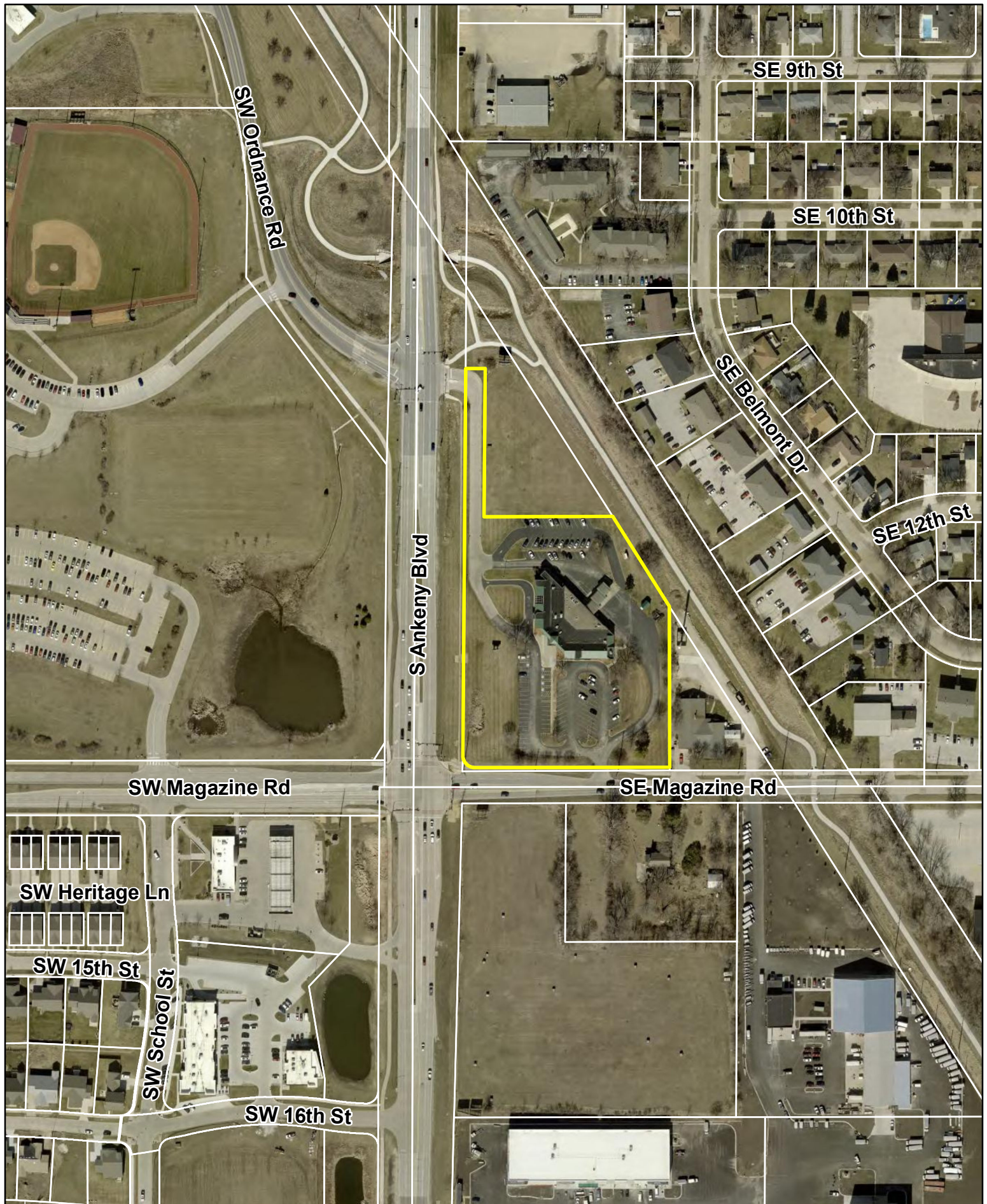
REQUESTED BY:
PRIMUS COMPANIES, LLC
401 8TH AVE SE
CEDAR RAPIDS, IA 52401

TOTAL LAND AREA
0.57 ACRES (24,716 SQUARE FEET)



LEGEND:	
---	PROPERTY LINE
(XX.XX')	RECORDED DIMENSION
○	FOUND MONUMENT
●	FOUND SECTION CORNER
	EASEMENT VACATION AREA

PROJECT NO: 024-08130	EASEMENT EXHIBIT		1717 Ingersoll Avenue Suite 111 Des Moines, IA 50309 olsson.com TEL 515.331.6517	EXHIBIT
DRAWN BY: JSM				1
DATE: 12.02.2024				



1 inch = 250 feet
Date: 12/31/2024

Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86
Credit Union Plaza
Public Ingress/Egress Easement Vacation





December 2, 2024

City of Ankeny

1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

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

On behalf of Veridian Credit Union, we are applying for the City of Ankeny to vacate a 24-foot ingress & egress easement located in Lot 1; Lot 2 Ex Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza.

We are preparing a site plan for a new Veridian Credit Union that would conflict with the existing ingress & egress easement. The existing Veridian Credit Union building will be demolished from the site after completion of the proposed building. We would like to vacate the 24-foot ingress & egress easement and would provide a new ingress & egress easement as a part of the final plat if the property owner proceeds to split the lots.

We respectfully request the City's review and approval of the easement vacation to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Morrison".

Jeff Morrison, PE

Olsson Associate Project Manager



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

PH 2025-03 Proposed 2025 PCC Reconstruction Program - SE 8th Street

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

Public Hearing

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The 2025 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Sharon Drive to just west of SE Trilein Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 4,075 SY of 8" thick PCC Class C-SUD street pavement, approximately 600 SY of 7" thick PCC Class C-SUD intersection handwork, and 525 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures and pipes, minor and major adjustments to existing storm sewer and sanitary sewer structures, removal and replacement of water valves, ADA compliant sidewalk ramps, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 14, 2025. Ten (10) bids were received as follows:

- | | |
|------------------------------------|---------------|
| 1. Shekar Engineering, PLC | \$ 874,056.34 |
| 2. TK Concrete, Inc. | \$ 887,378.50 |
| 3. Manatt's Inc. | \$ 916,119.50 |
| 4. All Star Concrete, LLC | \$ 950,232.25 |
| 5. Absolute Group | \$ 969,682.25 |
| 6. Alliance Construction Group LLC | \$ 999,648.00 |

7. Veit & Company, Inc.	\$ 1,009,366.00
8. Con-Struct, Inc.	\$ 1,077,777.00
9. Reilly Construction Co., Inc.	\$ 1,132,692.50
10. Brothers Cleaning Corporation DBA Brothers Concrete	\$ 1,177,627.35

The Engineer's Estimate for the project was \$ 1,005,770.00. The bids ranged from approximately 13% below to 17% above the estimate. Shekar Engineering, PLC has completed similar PCC reconstruction projects in the metro including Des Moines and Ames, and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2025 PCC Reconstruction Program - SE 8th Street project to Shekar Engineering, PLC of Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 7, 2025 and no later than May 5, 2025.

The Contractor shall substantially complete the overall project within eighty (80) working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; compost amendment completed; and the new streets, driveways, and sidewalks fully open to traffic. 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.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$1,005,770.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2025 PCC Reconstruction Program - SE 8th Street project.
3. Receive and file the report of bids received on January 14, 2025.
4. Approve Resolution, making award of construction contract to Shekar Engineering, PLC of Des Moines, Iowa.
5. Approve Resolution, approving contract and bonds with Shekar Engineering, PLC in the amount of \$874,056.34.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

December 16, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as January 14, 2025, and setting the public hearing date as January 21, 2025.

FISCAL IMPACT

This project is included in the current Capital Improvement Program with construction scheduled for 2025.

PUBLIC OUTREACH EFFORTS

A project information meeting for adjacent property owners and residents will be held in February 2025. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-03.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost \$1,005,770.00; 2) receive and file report of bids received January 14, 2025; 3) RESOLUTION making award of construction contract with Shekar Engineering, PLC in the amount of \$874,056.34; and 4) RESOLUTION approving contract and bonds with Shekar Engineering, PLC in the amount of \$874,056.34.

ATTACHMENTS

1. PH Coversheet
2. RES - plans, specs
3. Bid Sheet
4. Bid Tabulation
5. RES - making award
6. RES - approving contract
7. Location Map
8. Contract - 2025 PCC Reconstruction Program



PUBLIC HEARING 2025-03

5:30 P.M.

JANUARY 21, 2025

PROPOSED 2025 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2025 PCC Reconstruction Program – SE 8th Street project. Notice of this hearing was published in the Des Moines Register on the 3rd day of January, 2025.

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 2025-03.
- ☐ Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$1,005,770.00; 2) receive and file report of bids received January 14, 2025; 3) adopt **RESOLUTION** making award of construction contract with Shekar Engineering, PLC in the amount of \$874,056.34; and 4) adopt **RESOLUTION** approving contract and bonds with Shekar Engineering, PLC in the amount of \$874,056.34.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

WHEREAS, on the **16th** day of **December**, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2025 PCC Reconstruction Program - SE 8th Street; and

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

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

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

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

JANUARY 14, 2025

2025 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2025 PCC Reconstruction Program – SE 8th Street in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Adam Lust, City Engineer

Project Estimate of Cost \$ 1,005,770.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Brothers Concrete 4000 Colfax Ave Des Moines IA 50317	\$ 1,177,627 ³⁵	
2) ✓	Manatt's Inc 6333 NW Beaver Rd Johnston IA 50131	\$ 916,119 ⁵⁰	
3) ✓	Absolute Group PO Box 430 Granger IA 50109	\$ 969,682 ²⁵	
4) ✓	Con-Struct Inc 305 S Dayton Ave Ames IA 50010	\$ 1,077,777 ⁰²	
5) ✓	Veit 4410 SE Four mile dr Ankeny IA 50021	\$ 1,209,366 ²²	
* 6) ✓	Shekar Engineering 2600 MLK Jr Pkwy #200 Des Moines IA 50316	\$ 874,056 ³⁴	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Reilly Construction Co 110 Main St Ossian IA 52161	\$ 1,132,692 ⁵⁰	_____
8) ✓	Alliance Construction 9400 Plum Dr Ste 100 Group Urbandale IA 50322	\$ 999,648 ⁰⁰	_____
9) ✓	TK Concrete Inc 1608 Fifeled Rd Pella IA 50219	\$ 887,380 ⁵⁰	_____
10) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	\$ 950,232 ²⁵	_____
11) _____	_____	_____	_____
12) _____	_____	_____	_____
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of January 21, 2025 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Amy Quarrell, City Engineer

Bid Tabulation
2025 PCC Reconstruction Program - SE 8th Street
From just west of SE Sharon Drive to just west of SE Trilein Drive
January 14, 2025

Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Shekar Engineering, PLC			TK Concrete, Inc			Manatt's Inc.			All Star Concrete LLC		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
	DIVISION 2	EARTHWORK																
2.01	2010-A	Clearing and Grubbing	UNIT	109	\$ 50.00	\$ 5,450.00	109	\$ 79.47	\$ 8,662.23	109	\$ 60.00	\$ 6,540.00	109	\$ 49.00	\$ 5,341.00	109	\$ 95.00	\$ 10,355.00
2.02	2010-D-2	Topsoil, Compost-amended	CY	270	\$ 37.50	\$ 10,125.00	270	\$ 30.60	\$ 8,262.00	270	\$ 42.50	\$ 11,475.00	270	\$ 55.00	\$ 14,850.00	270	\$ 112.50	\$ 30,375.00
2.03	2010-E	Excavation, Class 10	CY	940	\$ 15.00	\$ 14,100.00	940	\$ 16.32	\$ 15,340.80	940	\$ 15.00	\$ 14,100.00	940	\$ 10.00	\$ 9,400.00	940	\$ 10.00	\$ 9,400.00
2.04	2010-G	Subgrade Preparation, 6" Depth	SY	5,645	\$ 2.00	\$ 11,290.00	5,645	\$ 2.30	\$ 12,983.50	5,645	\$ 1.50	\$ 8,467.50	5,645	\$ 3.50	\$ 19,757.50	5,645	\$ 3.50	\$ 19,757.50
2.05	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	1,410	\$ 4.00	\$ 5,640.00	1,410	\$ 3.06	\$ 4,314.60	1,410	\$ 2.70	\$ 3,807.00	1,410	\$ 3.50	\$ 4,935.00	1,410	\$ 3.50	\$ 4,935.00
2.06	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	5,645	\$ 12.00	\$ 67,740.00	5,645	\$ 11.73	\$ 66,215.85	5,645	\$ 11.00	\$ 62,095.00	5,645	\$ 11.00	\$ 62,095.00	5,645	\$ 11.00	\$ 62,095.00
2.07	2010-M	Compaction Testing	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,675.00	\$ 3,675.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 3,000.00	\$ 3,000.00
	DIVISION 3	TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 1,984.50	\$ 1,984.50	1	\$ 5,500.00	\$ 5,500.00	1	\$ 3,750.00	\$ 3,750.00	1	\$ 3,000.00	\$ 3,000.00
	DIVISION 4	SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	346	\$ 70.00	\$ 24,220.00	346	\$ 69.36	\$ 23,998.56	346	\$ 78.00	\$ 26,988.00	346	\$ 62.00	\$ 21,452.00	346	\$ 62.00	\$ 21,452.00
4.02	4020-A-1	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	12	\$ 100.00	\$ 1,200.00	12	\$ 204.00	\$ 2,448.00	12	\$ 250.00	\$ 3,000.00	12	\$ 69.00	\$ 828.00	12	\$ 69.00	\$ 828.00
4.03	4020-A-1	Storm Sewer, Trenched, Class III RCP, 24" Diameter	LF	18	\$ 150.00	\$ 2,700.00	18	\$ 255.00	\$ 4,590.00	18	\$ 275.00	\$ 4,950.00	18	\$ 92.00	\$ 1,656.00	18	\$ 92.00	\$ 1,656.00
4.04	4020-A-1	Storm Sewer, Trenched, Class III RCP, 30" Diameter	LF	56	\$ 175.00	\$ 9,800.00	56	\$ 183.60	\$ 10,281.60	56	\$ 200.00	\$ 11,200.00	56	\$ 97.00	\$ 5,432.00	56	\$ 97.00	\$ 5,432.00
4.05	4020-D	Removal of Storm Sewer, RCP, Any Size Diameter	LF	402	\$ 40.00	\$ 16,080.00	402	\$ 15.30	\$ 6,150.60	402	\$ 18.00	\$ 7,236.00	402	\$ 15.00	\$ 6,030.00	402	\$ 15.00	\$ 6,030.00
4.06	4040-A	Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter	LF	2,315	\$ 35.00	\$ 81,025.00	2,315	\$ 22.44	\$ 51,948.60	2,315	\$ 21.00	\$ 48,615.00	2,315	\$ 27.00	\$ 62,505.00	2,315	\$ 26.50	\$ 61,347.50
4.07	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	20	\$ 500.00	\$ 10,000.00	20	\$ 255.00	\$ 5,100.00	20	\$ 275.00	\$ 5,500.00	20	\$ 750.00	\$ 15,000.00	20	\$ 350.00	\$ 7,000.00
4.08	4040-E	Storm Sewer Service Stub, Solid Wall PVC, 1.5" Diameter	LF	200	\$ 50.00	\$ 10,000.00	200	\$ 14.28	\$ 2,856.00	200	\$ 17.50	\$ 3,500.00	200	\$ 45.00	\$ 9,000.00	200	\$ 18.50	\$ 3,700.00
	DIVISION 5	WATER MAINS AND APPURTENANCES																
5.01	5010-A-1	Water Main, Trenched, PVC, 6" Diameter	LF	70	\$ 100.00	\$ 7,000.00	70	\$ 76.50	\$ 5,355.00	70	\$ 87.50	\$ 6,125.00	70	\$ 90.00	\$ 6,300.00	70	\$ 90.00	\$ 6,300.00
5.02	5010-A-1	Water Main, Trenched, DIP, 6" Diameter	LF	14	\$ 150.00	\$ 2,100.00	14	\$ 204.00	\$ 2,856.00	14	\$ 250.00	\$ 3,500.00	14	\$ 172.00	\$ 2,408.00	14	\$ 172.00	\$ 2,408.00
5.03	5010-C-1	Fitting, 45 Degree Bend, 6" Diameter	EA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 510.00	\$ 2,040.00	4	\$ 600.00	\$ 2,400.00	4	\$ 475.00	\$ 1,900.00	4	\$ 475.00	\$ 1,900.00
5.04	5010-H	Water Main Removal, 6" Diameter	LF	84	\$ 15.00	\$ 1,260.00	84	\$ 20.40	\$ 1,713.60	84	\$ 25.00	\$ 2,100.00	84	\$ 15.00	\$ 1,260.00	84	\$ 15.00	\$ 1,260.00
5.05	5020-A	Valve, Gate, 6" Diameter	EA	3	\$ 2,500.00	\$ 7,500.00	3	\$ 2,550.00	\$ 7,650.00	3	\$ 2,750.00	\$ 8,250.00	3	\$ 2,950.00	\$ 8,850.00	3	\$ 2,950.00	\$ 8,850.00
5.06	5020-E	Flushing Device (Blowoff), 2" Diameter	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,275.00	\$ 1,275.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,150.00	\$ 1,150.00	1	\$ 1,150.00	\$ 1,150.00
5.07	5020-H	Valve Box Replacement	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,224.00	\$ 1,224.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	\$ 1,750.00
5.08	5020-K	Valve Removal	EA	3	\$ 400.00	\$ 1,200.00	3	\$ 459.00	\$ 1,377.00	3	\$ 750.00	\$ 2,250.00	3	\$ 250.00	\$ 750.00	3	\$ 250.00	\$ 750.00
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" x 2'-0", Precast	EA	9	\$ 3,000.00	\$ 27,000.00	9	\$ 2,550.00	\$ 22,950.00	9	\$ 2,650.00	\$ 23,850.00	9	\$ 3,500.00	\$ 31,500.00	9	\$ 3,500.00	\$ 31,500.00
6.02	6010-B	Intake, SW-501, 3'-0" x 2'-0", Cast-in-place	EA	1	\$ 5,000.00	\$ 5,000.00	1	\$ 4,080.00	\$ 4,080.00	1	\$ 4,750.00	\$ 4,750.00	1	\$ 4,350.00	\$ 4,350.00	1	\$ 4,350.00	\$ 4,350.00
6.03	6010-B	Intake, SW-503, 3'-0" x 6'-0", Cast-in-place	EA	4	\$ 8,500.00	\$ 34,000.00	4	\$ 4,896.00	\$ 19,584.00	4	\$ 5,150.00	\$ 20,600.00	4	\$ 6,950.00	\$ 27,800.00	4	\$ 6,950.00	\$ 27,800.00
6.04	6010-B	Intake, SW-505, 6'-8" x 2'-0", Precast	EA	3	\$ 5,000.00	\$ 15,000.00	3	\$ 3,978.00	\$ 11,934.00	3	\$ 4,250.00	\$ 12,750.00	3	\$ 5,250.00	\$ 15,750.00	3	\$ 5,250.00	\$ 15,750.00
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	3	\$ 1,500.00	\$ 4,500.00	3	\$ 1,530.00	\$ 4,590.00	3	\$ 1,650.00	\$ 4,950.00	3	\$ 1,500.00	\$ 4,500.00	3	\$ 1,500.00	\$ 4,500.00
6.06	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	6	\$ 1,500.00	\$ 9,000.00	6	\$ 1,428.00	\$ 8,568.00	6	\$ 1,525.00	\$ 9,150.00	6	\$ 1,500.00	\$ 9,000.00	6	\$ 1,500.00	\$ 9,000.00
6.07	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 858.30	\$ 858.30	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00
6.08	6010-F-1	Manhole Adjustment, Sanitary, Major, Two-Piece Casting	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 2,856.00	\$ 2,856.00	1	\$ 3,250.00	\$ 3,250.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00
6.09	6010-H-1	Remove Manhole, Storm	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 612.00	\$ 1,224.00	2	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00	2	\$ 750.00	\$ 1,500.00
6.10	6010-H-2	Remove Intake	EA	15	\$ 1,000.00	\$ 15,000.00	15	\$ 510.00	\$ 7,650.00	15	\$ 525.00	\$ 7,875.00	15	\$ 500.00	\$ 7,500.00	15	\$ 500.00	\$ 7,500.00
	DIVISION 7	STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	705	\$ 60.00	\$ 42,300.00	705	\$ 74.61	\$ 52,600.05	705	\$ 65.00	\$ 45,825.00	705	\$ 80.00	\$ 56,400.00	705	\$ 142.50	\$ 100,462.50
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	4,075	\$ 65.00	\$ 264,875.00	4,075	\$ 65.05	\$ 265,078.75	4,075	\$ 67.00	\$ 273,025.00	4,075	\$ 62.00	\$ 252,650.00	4,075	\$ 62.25	\$ 253,668.75
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 6,500.00	\$ 6,500.00
7.04	7030-A-1	Removal of Sidewalk	SY	265	\$ 10.00	\$ 2,650.00	265	\$ 8.16	\$ 2,162.40	265	\$ 10.00	\$ 2,650.00	265	\$ 12.00	\$ 3,180.00	265	\$ 12.00	\$ 3,180.00
7.05	7030-A-3	Removal of Driveway	SY	520	\$ 10.00	\$ 5,200.00	520	\$ 8.16	\$ 4,243.20	520	\$ 10.00	\$ 5,200.00	520	\$ 12.00	\$ 6,240.00	520	\$ 12.00	\$ 6,240.00
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	170	\$ 50.00	\$ 8,500.00	170	\$ 46.36	\$ 7,881.20	170	\$ 60.00	\$ 10,200.00	170	\$ 47.00	\$ 7,990.00	170	\$ 47.00	\$ 7,990.00
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	115	\$ 75.00	\$ 8,625.00	115	\$ 58.05	\$ 6,675.75	115	\$ 75.00	\$ 8,625.00	115	\$ 56.00	\$ 6,440.00	115	\$ 56.00	\$ 6,440.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	128	\$ 55.00	\$ 7,040.00	128	\$ 50.00	\$ 6,400.00	128	\$ 40.00	\$ 5,120.00	128	\$ 55.00	\$ 7,040.00	128	\$ 55.00	\$ 7,040.00
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	520	\$ 65.00	\$ 33,800.00	520	\$ 59.15	\$ 30,758.00	520	\$ 62.50	\$ 32,500.00	520	\$ 49.00	\$ 25,480.00	520	\$ 49.00	\$ 25,480.00
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	1,410	\$ 12.50	\$ 17,625.00	1,410	\$ 10.20	\$ 14,382.00	1,410	\$ 11.00	\$ 15,510.00	1,410	\$ 15.00	\$ 21,150.00	1,410	\$ 15.00	\$ 21,150.00
7.11	7040-H	Pavement Removal	SY	4,780	\$ 10.00	\$ 47,800.00	4,780	\$ 6.63	\$ 31,691.40	4,780	\$ 8.75	\$ 41,825.00	4,780	\$ 10.00	\$ 47,800.00	4,780	\$ 10.00	\$ 47,800.00
	DIVISION 8	TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 18,500.00	\$ 18,500.00	1	\$ 10,306.95	\$ 10,306.95	1	\$ 15,000.00	\$ 15,000.00	1	\$ 10,700.00	\$ 10,700.00	1	\$ 10,500.00	\$ 10,500.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	30	\$ 125.00	\$ 3,750.00	30	\$ 107.10	\$ 3,213.00	30	\$ 150.00	\$ 4,500.00	30	\$ 75.00	\$ 2,250.00	30	\$ 100.00	\$ 3,000.00
8.03	8040-I	Remove and Reinstall Traffic Signs	EA	6	\$ 300.00	\$ 1,800.00	6	\$ 207.40	\$ 1,244.40	6	\$ 375.00	\$ 2,250.00	6	\$ 250.00	\$ 1,500.00	6	\$ 225.00	\$ 1,350.00

	DIVISION 9	SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$ 2,500.00	\$ 1,250.00	1	\$ 1,275.00	\$ 637.50	1	\$ 1,200.00	\$ 600.00	1	\$ 3,000.00	\$ 1,500.00	1	\$ 2,000.00	\$ 1,000.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$ 1,500.00	\$ 750.00	1	\$ 612.00	\$ 306.00	1	\$ 1,200.00	\$ 600.00	1	\$ 2,000.00	\$ 1,000.00	1	\$ 500.00	\$ 250.00
9.03	9010-999-A	Spot Herbicide Application	AC	0.5	\$ 1,000.00	\$ 500.00	1	\$ 663.00	\$ 331.50	1	\$ 500.00	\$ 250.00	1	\$ 1,000.00	\$ 500.00	1	\$ 1,000.00	\$ 500.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$ 3,750.00	\$ 3,750.00	1	\$ 3,978.00	\$ 3,978.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,275.00	\$ 3,275.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	25	\$ 200.00	\$ 5,000.00	25	\$ 153.00	\$ 3,825.00	25	\$ 160.00	\$ 4,000.00	25	\$ 195.00	\$ 4,875.00	25	\$ 150.00	\$ 3,750.00
9.06	9040-T-1	Inlet Protection Device, Surface-applied	EA	25	\$ 175.00	\$ 4,375.00	25	\$ 153.00	\$ 3,825.00	25	\$ 135.00	\$ 3,375.00	25	\$ 50.00	\$ 1,250.00	25	\$ 100.00	\$ 2,500.00
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	25	\$ 50.00	\$ 1,250.00	25	\$ 40.80	\$ 1,020.00	25	\$ 50.00	\$ 1,250.00	25	\$ 35.00	\$ 875.00	25	\$ 25.00	\$ 625.00
	DIVISION 11	MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00	1	\$ 58,537.50	\$ 58,537.50	1	\$ 50,000.00	\$ 50,000.00	1	\$ 60,000.00	\$ 60,000.00	1	\$ 49,000.00	\$ 49,000.00
11.02	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 1,000.00	\$ 1,000.00
11.03	11,040-999-A	Temporary Pedestrian Ramp	EA	16	\$ 1,500.00	\$ 24,000.00	16	\$ 1,150.00	\$ 18,400.00	16	\$ 425.00	\$ 6,800.00	16	\$ 500.00	\$ 8,000.00	16	\$ 300.00	\$ 4,800.00
11.04	11,050-A	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,162.00	\$ 3,162.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,100.00	\$ 3,100.00
TOTAL AMOUNT BID =						\$ 1,005,770.00		\$ 874,056.34			\$ 887,378.50		\$ 916,119.50			\$ 950,232.25		

* Calculation Error

Bid Tabulation
2025 PCC Reconstruction Program - SE 8th Street
From just west of SE Sharon Drive to just west of SE Trilein Drive
January 14, 2025

Item No.	SUDAS No.	Item	Unit	Absolute Group			Alliance Construction Group LLC			Veit & Company, Inc.			Con-Struct, Inc.			Reilly Construction Co., Inc.		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
	DIVISION 2	EARTHWORK																
2.01	2010-A	Clearing and Grubbing	UNIT	109	\$ 49.00	\$ 5,341.00	109	\$ 49.00	\$ 5,341.00	109	\$ 82.00	\$ 8,938.00	109	\$ 60.00	\$ 6,540.00	109	\$ 55.00	\$ 5,995.00
2.02	2010-D-2	Topsoil, Compost-amended	CY	270	\$ 57.50	\$ 15,525.00	270	\$ 55.00	\$ 14,850.00	270	\$ 63.00	\$ 17,010.00	270	\$ 80.00	\$ 21,600.00	270	\$ 97.50	\$ 26,325.00
2.03	2010-E	Excavation, Class 10	CY	940	\$ 17.00	\$ 15,980.00	940	\$ 10.00	\$ 9,400.00	940	\$ 32.00	\$ 30,080.00	940	\$ 25.00	\$ 23,500.00	940	\$ 30.00	\$ 28,200.00
2.04	2010-G	Subgrade Preparation, 6" Depth	SY	5,645	\$ 3.25	\$ 18,346.25	5,645	\$ 3.50	\$ 19,757.50	5,645	\$ 1.00	\$ 5,645.00	5,645	\$ 4.00	\$ 22,580.00	5,645	\$ 3.50	\$ 19,757.50
2.05	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	1,410	\$ 5.00	\$ 7,050.00	1,410	\$ 3.50	\$ 4,935.00	1,410	\$ 5.30	\$ 7,473.00	1,410	\$ 5.00	\$ 7,050.00	1,410	\$ 5.50	\$ 7,755.00
2.06	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	5,645	\$ 11.75	\$ 66,328.75	5,645	\$ 11.00	\$ 62,095.00	5,645	\$ 12.50	\$ 70,562.50	5,645	\$ 14.00	\$ 79,030.00	5,645	\$ 15.00	\$ 84,675.00
2.07	2010-M	Compaction Testing	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,275.00	\$ 3,275.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,250.00	\$ 3,250.00
	DIVISION 3	TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,270.00	\$ 3,270.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,250.00	\$ 3,250.00
	DIVISION 4	SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	346	\$ 69.50	\$ 24,047.00	346	\$ 62.00	\$ 21,452.00	346	\$ 92.50	\$ 32,005.00	346	\$ 80.00	\$ 27,680.00	346	\$ 65.00	\$ 22,490.00
4.02	4020-A-1	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	12	\$ 183.00	\$ 2,196.00	12	\$ 69.00	\$ 828.00	12	\$ 99.50	\$ 1,194.00	12	\$ 115.00	\$ 1,380.00	12	\$ 135.00	\$ 1,620.00
4.03	4020-A-1	Storm Sewer, Trenched, Class III RCP, 24" Diameter	LF	18	\$ 208.00	\$ 3,744.00	18	\$ 92.00	\$ 1,656.00	18	\$ 112.00	\$ 2,016.00	18	\$ 116.00	\$ 2,088.00	18	\$ 155.00	\$ 2,790.00
4.04	4020-A-1	Storm Sewer, Trenched, Class III RCP, 30" Diameter	LF	56	\$ 153.00	\$ 8,568.00	56	\$ 97.00	\$ 5,432.00	56	\$ 153.00	\$ 8,568.00	56	\$ 105.00	\$ 5,880.00	56	\$ 150.00	\$ 8,400.00
4.05	4020-D	Removal of Storm Sewer, RCP, Any Size Diameter	LF	402	\$ 19.00	\$ 7,638.00	402	\$ 15.00	\$ 6,030.00	402	\$ 26.75	\$ 10,753.50	402	\$ 20.00	\$ 8,040.00	402	\$ 15.00	\$ 6,030.00
4.06	4040-A	Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter	LF	2,315	\$ 37.25	\$ 86,233.75	2,315	\$ 27.00	\$ 62,505.00	2,315	\$ 31.50	\$ 72,922.50	2,315	\$ 25.00	\$ 57,875.00	2,315	\$ 32.50	\$ 75,237.50
4.07	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	20	\$ 390.00	\$ 7,800.00	20	\$ 750.00	\$ 15,000.00	20	\$ 106.00	\$ 2,120.00	20	\$ 500.00	\$ 10,000.00	20	\$ 850.00	\$ 17,000.00
4.08	4040-E	Storm Sewer Service Stub, Solid Wall PVC, 1.5" Diameter	LF	200	\$ 101.50	\$ 20,300.00	200	\$ 45.00	\$ 9,000.00	200	\$ 64.00	\$ 12,800.00	200	\$ 50.00	\$ 10,000.00	200	\$ 47.50	\$ 9,500.00
	DIVISION 5	WATER MAINS AND APPURTENANCES																
5.01	5010-A-1	Water Main, Trenched, PVC, 6" Diameter	LF	70	\$ 130.00	\$ 9,100.00	70	\$ 90.00	\$ 6,300.00	70	\$ 56.50	\$ 3,955.00	70	\$ 70.00	\$ 4,900.00	70	\$ 80.00	\$ 5,600.00
5.02	5010-A-1	Water Main, Trenched, DIP, 6" Diameter	LF	14	\$ 715.00	\$ 10,010.00	14	\$ 172.00	\$ 2,408.00	14	\$ 228.00	\$ 3,192.00	14	\$ 300.00	\$ 4,200.00	14	\$ 325.00	\$ 4,550.00
5.03	5010-C-1	Fitting, 45 Degree Bend, 6" Diameter	EA	4	\$ 735.00	\$ 2,940.00	4	\$ 475.00	\$ 1,900.00	4	\$ 593.00	\$ 2,372.00	4	\$ 700.00	\$ 2,800.00	4	\$ 700.00	\$ 2,800.00
5.04	5010-H	Water Main Removal, 6" Diameter	LF	84	\$ 29.00	\$ 2,436.00	84	\$ 15.00	\$ 1,260.00	84	\$ 20.75	\$ 1,743.00	84	\$ 20.00	\$ 1,680.00	84	\$ 20.00	\$ 1,680.00
5.05	5020-A	Valve, Gate, 6" Diameter	EA	3	\$ 1,890.00	\$ 5,670.00	3	\$ 3,000.00	\$ 9,000.00	3	\$ 1,990.00	\$ 5,970.00	3	\$ 2,000.00	\$ 6,000.00	3	\$ 2,150.00	\$ 6,450.00
5.06	5020-E	Flushing Device (Blowoff), 2" Diameter	EA	1	\$ 1,565.00	\$ 1,565.00	1	\$ 1,150.00	\$ 1,150.00	1	\$ 2,440.00	\$ 2,440.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,450.00	\$ 1,450.00
5.07	5020-H	Valve Box Replacement	EA	1	\$ 500.00	\$ 500.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 404.00	\$ 404.00	1	\$ 600.00	\$ 600.00	1	\$ 850.00	\$ 850.00
5.08	5020-K	Valve Removal	EA	3	\$ 455.00	\$ 1,365.00	3	\$ 250.00	\$ 750.00	3	\$ 441.00	\$ 1,323.00	3	\$ 600.00	\$ 1,800.00	3	\$ 775.00	\$ 2,325.00
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" x 2'-0", Precast	EA	9	\$ 3,560.00	\$ 32,040.00	9	\$ 3,500.00	\$ 31,500.00	9	\$ 2,600.00	\$ 23,400.00	9	\$ 4,500.00	\$ 40,500.00	9	\$ 3,500.00	\$ 31,500.00
6.02	6010-B	Intake, SW-501, 3'-0" x 2'-0", Cast-in-place	EA	1	\$ 4,520.00	\$ 4,520.00	1	\$ 4,350.00	\$ 4,350.00	1	\$ 4,710.00	\$ 4,710.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 5,500.00	\$ 5,500.00
6.03	6010-B	Intake, SW-503, 3'-0" x 6'-0", Cast-in-place	EA	4	\$ 6,450.00	\$ 25,800.00	4	\$ 6,950.00	\$ 27,800.00	4	\$ 9,610.00	\$ 38,440.00	4	\$ 8,500.00	\$ 34,000.00	4	\$ 6,500.00	\$ 26,000.00
6.04	6010-B	Intake, SW-505, 6'-8" x 2'-0", Precast	EA	3	\$ 5,975.00	\$ 17,925.00	3	\$ 5,250.00	\$ 15,750.00	3	\$ 3,850.00	\$ 11,550.00	3	\$ 6,500.00	\$ 19,500.00	3	\$ 5,750.00	\$ 17,250.00
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	3	\$ 1,405.00	\$ 4,215.00	3	\$ 1,500.00	\$ 4,500.00	3	\$ 2,170.00	\$ 6,510.00	3	\$ 2,000.00	\$ 6,000.00	3	\$ 2,500.00	\$ 7,500.00
6.06	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	6	\$ 725.00	\$ 4,350.00	6	\$ 1,500.00	\$ 9,000.00	6	\$ 1,240.00	\$ 7,440.00	6	\$ 1,500.00	\$ 9,000.00	6	\$ 1,550.00	\$ 9,300.00
6.07	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	1	\$ 1,515.00	\$ 1,515.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,450.00	\$ 1,450.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,425.00	\$ 1,425.00
6.08	6010-F-1	Manhole Adjustment, Sanitary, Major, Two-Piece Casting	EA	1	\$ 2,950.00	\$ 2,950.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,240.00	\$ 1,240.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,150.00	\$ 3,150.00
6.09	6010-H-1	Remove Manhole, Storm	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 750.00	\$ 1,500.00	2	\$ 670.00	\$ 1,340.00	2	\$ 2,300.00	\$ 4,600.00	2	\$ 925.00	\$ 1,850.00
6.10	6010-H-2	Remove Intake	EA	15	\$ 725.00	\$ 10,875.00	15	\$ 500.00	\$ 7,500.00	15	\$ 937.00	\$ 14,055.00	15	\$ 1,000.00	\$ 15,000.00	15	\$ 625.00	\$ 9,375.00
	DIVISION 7	STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	705	\$ 61.00	\$ 43,005.00	705	\$ 72.00	\$ 50,760.00	705	\$ 89.25	\$ 62,921.25	705	\$ 65.00	\$ 45,825.00	705	\$ 75.00	\$ 52,875.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	4,075	\$ 67.50	\$ 275,062.50	4,075	\$ 66.50	\$ 270,987.50	4,075	\$ 69.00	\$ 281,175.00	4,075	\$ 75.00	\$ 305,625.00	4,075	\$ 67.50	\$ 275,062.50
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 5,600.00	\$ 5,600.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 6,500.00	\$ 6,500.00
7.04	7030-A-1	Removal of Sidewalk	SY	265	\$ 7.10	\$ 1,881.50	265	\$ 12.00	\$ 3,180.00	265	\$ 5.60	\$ 1,484.00	265	\$ 10.00	\$ 2,650.00	265	\$ 11.50	\$ 3,047.50
7.05	7030-A-3	Removal of Driveway	SY	520	\$ 7.10	\$ 3,692.00	520	\$ 12.00	\$ 6,240.00	520	\$ 5.80	\$ 3,016.00	520	\$ 10.00	\$ 5,200.00	520	\$ 11.50	\$ 5,980.00
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	170	\$ 60.50	\$ 10,285.00	170	\$ 49.00	\$ 8,330.00	170	\$ 52.50	\$ 8,925.00	170	\$ 55.00	\$ 9,350.00	170	\$ 65.00	\$ 11,050.00
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	115	\$ 69.50	\$ 7,992.50	115	\$ 65.00	\$ 7,475.00	115	\$ 62.50	\$ 7,187.50	115	\$ 60.00	\$ 6,900.00	115	\$ 110.00	\$ 12,650.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	128	\$ 42.50	\$ 5,440.00	128	\$ 57.00	\$ 7,296.00	128	\$ 61.25	\$ 7,840.00	128	\$ 55.00	\$ 7,040.00	128	\$ 55.00	\$ 7,040.00
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	520	\$ 84.50	\$ 43,940.00	520	\$ 74.00	\$ 38,480.00	520	\$ 55.00	\$ 28,600.00	520	\$ 60.00	\$ 31,200.00	520	\$ 67.50	\$ 35,100.00
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	1,410	\$ 13.00	\$ 18,330.00	1,410	\$ 15.00	\$ 21,150.00	1,410	\$ 14.25	\$ 20,092.50	1,410	\$ 1.00	\$ 1,410.00	1,410	\$ 30.00	\$ 42,300.00
7.11	7040-H	Pavement Removal	SY	4,780	\$ 5.00	\$ 23,900.00	4,780	\$ 10.00	\$ 47,800.00	4,780	\$ 4.20	\$ 20,076.00	4,780	\$ 10.00	\$ 47,800.00	4,780	\$ 11.50	\$ 54,970.00
	DIVISION 8	TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 10,700.00	\$ 10,700.00	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,920.00	\$ 11,920.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 12,000.00	\$ 12,000.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	30	\$ 75.00	\$ 2,250.00	30	\$ 75.00	\$ 2,250.00	30	\$ 83.50	\$ 2,505.00	30	\$ 150.00	\$ 4,500.00	30	\$ 80.00	\$ 2,400.00
8.03	8040-I	Remove and Reinstall Traffic Signs	EA	6	\$ 250.00	\$ 1,500.00	6	\$ 250.00	\$ 1,500.00	6	\$ 278.00	\$ 1,668.00	6	\$ 400.00	\$ 2,400.00	6	\$ 275.00	\$ 1,650.00

	DIVISION 9	SITE WORK AND LANDSCAPING																	
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$ 2,000.00	\$ 1,000.00	0.5	\$ 3,000.00	\$ 1,500.00	0.5	\$ 1,390.00	\$ 695.00	0.5	\$ 2,200.00	\$ 1,100.00	0.5	\$ 3,250.00	\$ 1,625.00	
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$ 500.00	\$ 250.00	0.5	\$ 2,000.00	\$ 1,000.00	0.5	\$ 668.00	\$ 334.00	0.5	\$ 600.00	\$ 300.00	0.5	\$ 2,150.00	\$ 1,075.00	
9.03	9010-999-A	Spot Herbicide Application	AC	0.5	\$ 1,000.00	\$ 500.00	0.5	\$ 1,000.00	\$ 500.00	0.5	\$ 724.00	\$ 362.00	0.5	\$ 1,100.00	\$ 550.00	0.5	\$ 1,075.00	\$ 537.50	
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$ 3,500.00	\$ 3,500.00	1.0	\$ 3,000.00	\$ 3,000.00	1.0	\$ 4,340.00	\$ 4,340.00	1.0	\$ 3,800.00	\$ 3,800.00	1.0	\$ 3,250.00	\$ 3,250.00	
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	25	\$ 175.00	\$ 4,375.00	25	\$ 195.00	\$ 4,875.00	25	\$ 167.00	\$ 4,175.00	25	\$ 150.00	\$ 3,750.00	25	\$ 215.00	\$ 5,375.00	
9.06	9040-T-1	Inlet Protection Device, Surface-applied	EA	25	\$ 300.00	\$ 7,500.00	25	\$ 50.00	\$ 1,250.00	25	\$ 167.00	\$ 4,175.00	25	\$ 250.00	\$ 6,250.00	25	\$ 55.00	\$ 1,375.00	
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	25	\$ 25.00	\$ 625.00	25	\$ 35.00	\$ 875.00	25	\$ 44.50	\$ 1,112.50	25	\$ 12.00	\$ 300.00	25	\$ 40.00	\$ 1,000.00	
	DIVISION 11	MISCELLANEOUS																	
11.01	11,020-A	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 100,000.00	\$ 100,000.00	1	\$ 92,400.75	\$ 92,400.75	1	\$ 100,000.00	\$ 100,000.00	1	\$ 85,000.00	\$ 85,000.00	
11.02	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 7,100.00	\$ 7,100.00	1	\$ 4,004.00	\$ 4,004.00	1	\$ 6,500.00	\$ 6,500.00	
11.03	11,040-999-A	Temporary Pedestrian Ramp	EA	16	\$ 280.00	\$ 4,480.00	16	\$ 1,000.00	\$ 16,000.00	16	\$ 545.00	\$ 8,720.00	16	\$ 500.00	\$ 8,000.00	16	\$ 2,500.00	\$ 40,000.00	
11.04	11,050-A	Concrete Washout	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,775.00	\$ 2,775.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 3,500.00	\$ 3,500.00	
TOTAL AMOUNT BID =						\$ 969,682.25		\$ 999,648.00			\$ 1,009,366.00			\$ 1,077,777.00			\$ 1,132,692.50		

Bid Tabulation
2025 PCC Reconstruction Program - SE 8th Street
From just west of SE Sharon Drive to just west of SE Trilein Drive
January 14, 2025

				Brothers Cleaning Corporation DBA Brothers Concrete														
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
	DIVISION 2	EARTHWORK																
2.01	2010-A	Clearing and Grubbing	UNIT	109	\$ 150.00	\$ 16,350.00												
2.02	2010-D-2	Topsoil, Compost-amended	CY	270	\$ 35.00	\$ 9,450.00												
2.03	2010-E	Excavation, Class 10	CY	940	\$ 11.34	\$ 10,659.60												
2.04	2010-G	Subgrade Preparation, 6" Depth	SY	5,645	\$ 4.45	\$ 25,120.25												
2.05	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	1,410	\$ 5.50	\$ 7,755.00												
2.06	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	5,645	\$ 12.50	\$ 70,562.50												
2.07	2010-M	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00												
	DIVISION 3	TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 4,500.00	\$ 4,500.00												
	DIVISION 4	SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	346	\$ 120.00	\$ 41,520.00												
4.02	4020-A-1	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	12	\$ 180.00	\$ 2,160.00												
4.03	4020-A-1	Storm Sewer, Trenched, Class III RCP, 24" Diameter	LF	18	\$ 195.00	\$ 3,510.00												
4.04	4020-A-1	Storm Sewer, Trenched, Class III RCP, 30" Diameter	LF	56	\$ 185.00	\$ 10,360.00												
4.05	4020-D	Removal of Storm Sewer, RCP, Any Size Diameter	LF	402	\$ 18.00	\$ 7,236.00												
4.06	4040-A	Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter	LF	2,315	\$ 21.50	\$ 49,772.50												
4.07	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	20	\$ 900.00	\$ 18,000.00												
4.08	4040-E	Storm Sewer Service Stub, Solid Wall PVC, 1.5" Diameter	LF	200	\$ 12.55	\$ 2,510.00												
	DIVISION 5	WATER MAINS AND APPURTENANCES																
5.01	5010-A-1	Water Main, Trenched, PVC, 6" Diameter	LF	70	\$ 125.00	\$ 8,750.00												
5.02	5010-A-1	Water Main, Trenched, DIP, 6" Diameter	LF	14	\$ 180.00	\$ 2,520.00												
5.03	5010-C-1	Fitting, 45 Degree Bend, 6" Diameter	EA	4	\$ 450.00	\$ 1,800.00												
5.04	5010-H	Water Main Removal, 6" Diameter	LF	84	\$ 18.00	\$ 1,512.00												
5.05	5020-A	Valve, Gate, 6" Diameter	EA	3	\$ 2,850.00	\$ 8,550.00												
5.06	5020-E	Flushing Device (Blowoff), 2" Diameter	EA	1	\$ 1,500.00	\$ 1,500.00												
5.07	5020-H	Valve Box Replacement	EA	1	\$ 1,250.00	\$ 1,250.00												
5.08	5020-K	Valve Removal	EA	3	\$ 500.00	\$ 1,500.00												
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" x 2'-0", Precast	EA	9	\$ 3,150.00	\$ 28,350.00												
6.02	6010-B	Intake, SW-501, 3'-0" x 2'-0", Cast-in-place	EA	1	\$ 4,500.00	\$ 4,500.00												
6.03	6010-B	Intake, SW-503, 3'-0" x 6'-0", Cast-in-place	EA	4	\$ 6,850.00	\$ 27,400.00												
6.04	6010-B	Intake, SW-505, 6'-8" x 2'-0", Precast	EA	3	\$ 6,850.00	\$ 20,550.00												
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	3	\$ 2,850.00	\$ 8,550.00												
6.06	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	6	\$ 1,850.00	\$ 11,100.00												
6.07	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	1	\$ 1,850.00	\$ 1,850.00												
6.08	6010-F-1	Manhole Adjustment, Sanitary, Major, Two-Piece Casting	EA	1	\$ 8,500.00	\$ 8,500.00												
6.09	6010-H-1	Remove Manhole, Storm	EA	2	\$ 1,500.00	\$ 3,000.00												
6.10	6010-H-2	Remove Intake	EA	15	\$ 650.00	\$ 9,750.00												
	DIVISION 7	STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	705	\$ 65.00	\$ 45,825.00												
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	4,075	\$ 101.86	\$ 415,079.50												
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$ 4,500.00	\$ 4,500.00												
7.04	7030-A-1	Removal of Sidewalk	SY	265	\$ 18.00	\$ 4,770.00												
7.05	7030-A-3	Removal of Driveway	SY	520	\$ 18.00	\$ 9,360.00												
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	170	\$ 65.00	\$ 11,050.00												
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	115	\$ 85.00	\$ 9,775.00												
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	128	\$ 55.00	\$ 7,040.00												
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	520	\$ 75.00	\$ 39,000.00												
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	1,410	\$ 18.00	\$ 25,380.00												
7.11	7040-H	Pavement Removal	SY	4,780	\$ 15.00	\$ 71,700.00												
	DIVISION 8	TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 14,600.00	\$ 14,600.00												
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	30	\$ 150.00	\$ 4,500.00												

8.03	8040-I	Remove and Reinstall Traffic Signs	EA	6	\$ 500.00	\$ 3,000.00												
	DIVISION 9	SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$ 1,650.00	\$ 825.00												
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$ 1,100.00	\$ 550.00												
9.03	9010-999-A	Spot Herbicide Application	AC	0.5	\$ 800.00	\$ 400.00												
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$ 3,000.00	\$ 3,000.00												
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	25	\$ 150.00	\$ 3,750.00												
9.06	9040-T-1	Inlet Protection Device, Surface-applied	EA	25	\$ 50.00	\$ 1,250.00												
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	25	\$ 15.00	\$ 375.00												
	DIVISION 11	MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 55,000.00	\$ 55,000.00												
11.02	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$ 5,000.00	\$ 5,000.00												
11.03	11,040-999-A	Temporary Pedestrian Ramp	EA	16	\$ 400.00	\$ 6,400.00												
11.04	11,050-A	Concrete Washout	LS	1	\$ 3,100.00	\$ 3,100.00												
TOTAL AMOUNT BID =						\$ 1,177,627.35												

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2025 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 _____, 2025, 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 2025 PCC RECONSTRUCTION
PROGRAM - SE 8TH STREET

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 2025 PCC Reconstruction Program - SE 8th Street, described in the plans and specifications heretofore adopted by this Council on January 21, 2025, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Shekar Engineering, PLC of Des Moines, Iowa

Amount of bid: \$874,056.34

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2025 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2025 PCC RECONSTRUCTION
PROGRAM - SE 8TH STREET

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 2025 PCC Reconstruction Program - SE 8th Street, 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: Shekar Engineering, PLC of Des Moines, Iowa

Amount of bid: \$874,056.34

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of January, 2025, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Shekar Engineering, PLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2025 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The 2025 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Sharon Drive to just west of SE Trilein Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 4,075 SY of 8" thick PCC Class C-SUD street pavement, approximately 600 SY of 7" thick PCC Class C-SUD intersection handwork, and 525 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures and pipes, minor and major adjustments to existing storm sewer and sanitary sewer structures, removal and replacement of water valves, ADA compliant sidewalk ramps, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Hundred Seventy-Four Thousand Fifty-Six and 34/100 DOLLARS (\$874,056.34), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **eighty (80) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; compost amendment completed; and the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** 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).

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

JURISDICTION:

By _____
Bobbi B. Bentz, Mayor

(Seal)
ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR:

SHEKAR ENGINEERING & CONSTRUCTION, P.L.C.
Contractor

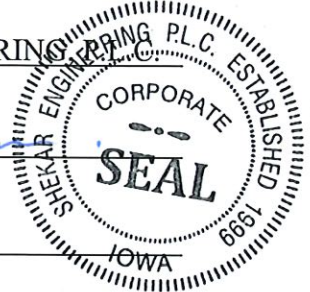
By _____
Signature

President
Title

2600 MLK Jr. Pkwy, Suite 200
Street Address

Des Moines, IA 50310
City, State, Zip Code

515-334-5062
Telephone



CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C098141 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Contract must be notarized by a Notary Public commissioned by the Secretary of State to serve the public as an impartial and unbiased witness by identifying persons who come before the Notary.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

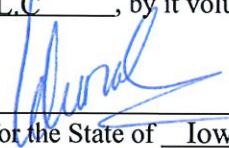
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

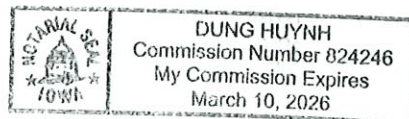
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 21st day of January, 2025, before me a Notary Public in and for said county, personally appeared Chandra Shekar, to me personally known, who being by me duly sworn did say that person is President of said Shekar Engineering, P.L.C., that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said Shekar Engineering, P.L.C., by authority of its managers and the said Chandra Shekar acknowledged the execution of said instrument to be the voluntary act and deed of said Shekar Engineering, P.L.C., by it voluntarily executed.


Notary Public in and for the State of Iowa
My commission expires March 10, 2026



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Clearing and Grubbing	UNIT	109	\$ 79.47	\$ 8,662.23
2.02	Topsoil, Compost-amended	CY	270	\$ 30.60	\$ 8,262.00
2.03	Excavation, Class 10	CY	940	\$ 16.32	\$ 15,340.80
2.04	Subgrade Preparation, 6" Depth	SY	5,645	\$ 2.30	\$ 12,983.50
2.05	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	1,410	\$ 3.06	\$ 4,314.60
2.06	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	5,645	\$ 11.73	\$ 66,215.85
2.07	Compaction Testing	LS	1	\$ 3,675.00	\$ 3,675.00
	TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	Trench Compaction Testing	LS	1	\$ 1,984.50	\$ 1,984.50
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	346	\$ 69.36	\$ 23,998.56
4.02	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	12	\$ 204.00	\$ 2,448.00
4.03	Storm Sewer, Trenched, Class III RCP, 24" Diameter	LF	18	\$ 255.00	\$ 4,590.00
4.04	Storm Sewer, Trenched, Class III RCP, 30" Diameter	LF	56	\$ 183.60	\$ 10,281.60
4.05	Removal of Storm Sewer, RCP, Any Size Diameter	LF	402	\$ 15.30	\$ 6,150.60
4.06	Subdrain, Corrugated PVC, Type 2, Case E, 8" Diameter	LF	2,315	\$ 22.44	\$ 51,948.60
4.07	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	20	\$ 255.00	\$ 5,100.00
4.08	Storm Sewer Service Stub, Solid Wall PVC, 1.5" Diameter	LF	200	\$ 14.28	\$ 2,856.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Main, Trenched, PVC, 6" Diameter	LF	70	\$ 76.50	\$ 5,355.00
5.02	Water Main, Trenched, DIP, 6" Diameter	LF	14	\$ 204.00	\$ 2,856.00
5.03	Fitting, 45 Degree Bend, 6" Diameter	EA	4	\$ 510.00	\$ 2,040.00
5.04	Water Main Removal, 6" Diameter	LF	84	\$ 20.40	\$ 1,713.60

5.05	Valve, Gate, 6" Diameter	EA	3	\$ 2,550.00	\$ 7,650.00
5.06	Flushing Device (Blowoff), 2" Diameter	EA	1	\$ 1,275.00	\$ 1,275.00
5.07	Valve Box Replacement	EA	1	\$ 1,224.00	\$ 1,224.00
5.08	Valve Removal	EA	3	\$ 459.00	\$ 1,377.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, SW-501, 3'-0" x 2'-0", Precast	EA	9	\$ 2,550.00	\$ 22,950.00
6.02	Intake, SW-501, 3'-0" x 2'-0", Cast-in-place	EA	1	\$ 4,080.00	\$ 4,080.00
6.03	Intake, SW-503, 3'-0" x 6'-0", Cast-in-place	EA	4	\$ 4,896.00	\$ 19,584.00
6.04	Intake, SW-505, 6'-8" x 2'-0", Precast	EA	3	\$ 3,978.00	\$ 11,934.00
6.05	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	3	\$ 1,530.00	\$ 4,590.00
6.06	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	6	\$ 1,428.00	\$ 8,568.00
6.07	Intake Adjustment, Minor, Single Grate	EA	1	\$ 858.30	\$ 858.30
6.08	Manhole Adjustment, Sanitary, Major, Two-Piece Casting	EA	1	\$ 2,856.00	\$ 2,856.00
6.09	Remove Manhole, Storm	EA	2	\$ 612.00	\$ 1,224.00
6.10	Remove Intake	EA	15	\$ 510.00	\$ 7,650.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	705	\$ 74.61	\$ 52,600.05
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	4,075	\$ 65.05	\$ 265,078.75
7.03	Plastic Concrete Testing	LS	1	\$ 5,000.00	\$ 5,000.00
7.04	Removal of Sidewalk	SY	265	\$ 8.16	\$ 2,162.40
7.05	Removal of Driveway	SY	520	\$ 8.16	\$ 4,243.20
7.06	Sidewalk, PCC, Class C, 4" Thick	SY	170	\$ 46.36	\$ 7,881.20
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	115	\$ 58.05	\$ 6,675.75
7.08	Detectable Warnings, Galvanized Steel	SF	128	\$ 50.00	\$ 6,400.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	520	\$ 59.15	\$ 30,758.00
7.10	Subbase Over-excavation, 6" Depth	SY	1,410	\$ 10.20	\$ 14,382.00
7.11	Pavement Removal	SY	4,780	\$ 6.63	\$ 31,691.40
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$ 10,306.95	\$ 10,306.95
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	30	\$ 107.10	\$ 3,213.00
8.03	Remove and Reinstall Traffic Signs	EA	6	\$ 207.40	\$ 1,244.40

	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.5	\$ 1,275.00	\$ 637.50
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.5	\$ 612.00	\$ 306.00
9.03	Spot Herbicide Application	AC	0.5	\$ 663.00	\$ 331.50
9.04	Erosion Control Mulching, Hydromulching, BFM	AC	1.0	\$ 3,978.00	\$ 3,978.00
9.05	Inlet Protection Device, Drop-in	EA	25.0	\$ 153.00	\$ 3,825.00
9.06	Inlet Protection Device, Surface-applied	EA	25.0	\$ 153.00	\$ 3,825.00
9.07	Inlet Protection Device, Maintenance	EA	25.0	\$ 40.80	\$ 1,020.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 58,537.50	\$ 58,537.50
11.02	Maintenance of Solid Waste Collection	LS	1	\$ 1,800.00	\$ 1,800.00
11.03	Temporary Pedestrian Ramp	EA	16	\$ 1,150.00	\$ 18,400.00
11.04	Concrete Washout	LS	1	\$ 3,162.00	\$ 3,162.00

TOTAL CONTRACT AMOUNT =

\$ 874,056.34

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Shekar Engineering, PLC, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Hundred Seventy-Four Thousand Fifty-Six and 34/100 DOLLARS (\$874,056.37), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of January, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2025 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The 2025 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Sharon Drive to just west of SE Trilein Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 4,075 SY of 8" thick PCC Class C-SUD street pavement, approximately 600 SY of 7" thick PCC Class C-SUD intersection handwork, and 525 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures and pipes, minor and major adjustments to existing storm sewer and sanitary sewer structures, removal and replacement of water valves, ADA compliant sidewalk ramps, temporary surface restoration, compost amendment of existing topsoil, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

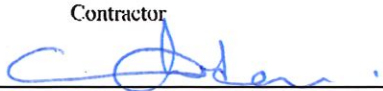
Witness our hands, in triplicate, this 21st day of January, 2025.

PRINCIPAL:

SHEKAR ENGINEERING, PLC

Contractor

By



Signature

President

Title

SURETY:

Travelers Casualty And Surety Company Of America

Surety Company

By



Signature Attorney-in-Fact/Officer

Stephen G. McQuiggan

Printed Name of Attorney-in-Fact Officer

Assurance Brokers, LTD

Company Name

95 N. Research Dr., Suite 100

Company Address

Edwardsville, IL 62025

City, State, Zip Code

618-692-9800

Company Telephone Number

NOTE:

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

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephen G McQuiggan** of **EDWARDSVILLE, Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **January**, **2025**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

State of Illinois
County of Madison

On this 14th day of January, 2025, before me, Holly V. Johnson, a Notary Public within and for the above-mentioned county, personally appeared **Stephen G. McQuiggan**, to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

American Contractors Indemnity Company
American States Insurance Company
Contractors Bonding and Insurance Company
FCCI Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Group
International Fidelity Insurance Company
Granite Re, Inc.
Hudson Insurance Company
Harco National Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Philadelphia Indemnity Insurance Company
SureTec Insurance Company
Markel Insurance Company
Selective Insurance Company of America
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
United Casualty and Surety Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Stephen G. McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires January 30, 2025

By: **Holly V. Johnson**
Notary Public



SHEKA-1

OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2025

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

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

PRODUCER Assurance Brokers Ltd. 95 North Research Dr Ste 100 Edwardsville, IL 62025		618-692-9800		CONTACT NAME: Charles McQuiggan	
				PHONE (A/C, No, Ext): 618-692-9800	FAX (A/C, No): 618-692-9865
				E-MAIL ADDRESS: CHUCK@ASSURANCEBROKERS.COM	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: United Fire & Casualty Company	
				INSURER B: American Interstate Insurance	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
Shekar Engineering PLC
2600 Martin Luther King Pkwy
Des Moines, IA 50310

31895

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		60539064	05/03/2024	05/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60539064	05/03/2024	05/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0.00			60539064	05/03/2024	05/03/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCIA3319742024	11/12/2024	11/12/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			010102227202	05/03/2024	05/03/2025	Lease & Rented 200,000

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

PROJECT: 2025 PCC Reconstruction Program - SE 8th Street

CITY OF ANKENY IS INCLUDED AS ADDITIONAL INSURED PER WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITYANK

CITY OF ANKENY
1210 NW Prairie Ridge Drive
ANKENY, IA 50023-1751

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

AUTHORIZED REPRESENTATIVE



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Approval of official council actions of the regular meeting of January 6, 2025 as published, subject to correction, as recommended by the City Clerk.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, January 6, 2025 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Bobbi Bentz, Mayor

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

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

CEREMONY

1. Mayor Bentz proclaimed the month of January 2025 as Slavery and Human Trafficking Prevention Month.

PUBLIC FORUM

1. Chris Shires, Vice President, Confluence, provided an update on the South Ankeny Boulevard Revitalization Plan.
2. Renee Potts, Multicultural Task Force, shared information for the Martin Luther King, Jr. day of service on January 20th.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Stearns seconded, to approve and accept the January 6, 2025 agenda without amendment. Ayes: 4.

PUBLIC HEARING

1. PH 2025-01. Mayor Bentz announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2190 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Denny Elwell Family LC from its current R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. Layman's Description – approximately 4 acres (+/-) located at the NE Corner of SE Corporate Woods Drive and SE Delaware Avenue, just west of Interstate 35. Notice of this hearing was published in the Des Moines Register on the 27th day of December, 2024 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported that the applicant, Denny Elwell Family LC is requesting to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The area subject to the proposed rezoning consists of one parcel, approximately 4 acres in size. The property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District. The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines this property as Highway Commercial (HC).

Mayor Bentz then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Stearns moved, Shafer seconded, to close public hearing 2025-01. Ayes: 4. Council Member Stearns moved, Ruddy seconded, to accept first consideration of Ordinance 2190. Ayes: Stearns, Ruddy, Perry, Shafer.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of December 16, 2024, as published.
2. Receive and file minutes of the Zoning Board of Adjustment meeting of November 5, 2024.

Licenses and Permits

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

Finance/Budget

4. Change Order #5 decreasing the contract amount by \$196,371.57 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
5. Change Order #2 increasing the contract amount by \$4,290.00 with HPC, LLC for construction services associated with Fire Station No. 4.
6. Change Order #1 increasing the contract amount by \$13,550.76 to Mainline Construction for construction services on the High Trestle Trail Experience Park - Phase 1 project.
7. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$69,053.00 with HR Green, Inc. for potholing and Right-of-Way services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
8. Supplemental Agreement No. 1 to the Professional Services Agreement increasing the contract amount by \$80,350.00 with Snyder & Associates, Inc. for final design engineering, permitting, public information meeting, and bid assistance for the Sawgrass Park Dam Improvements project.
9. Payment #13 in the amount of \$812,482.10 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.
10. Payment #19 in the amount of \$942.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
11. Payment #16 in the amount of \$713,958.12 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
12. Payment #2 in the amount of \$154,192.60 to Granite Excavating, LLC, for construction services on the NE 36th Street & NE 38th Street Water Main Loop project.
13. Payment #23 in the amount of \$12,447.54 to HR Green Inc. for engineering services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
14. Payment #3 in the amount of \$14,809.55 to Mainline Construction for construction services on the High Trestle Trail Experience Park - Phase 1 project.
15. Payment #9 in the amount of \$10,212.40 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.
16. Payment #10 in the amount of \$9,983.93 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.
17. Payment #22 in the amount of \$8,934.60 to RDG Planning & Design, Inc. for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
18. Payment #42 in the amount of \$11,140.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
19. Payment #41 in the amount of \$14,924.80 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
20. Payment #19 in the amount of \$37,404.25 to Snyder & Associates Inc., for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

21. January 6, 2025 Accounts Payable by fund: General \$231,428.65; Fire Gift \$1,464.66, Hotel Motel Tax \$3,000.00; Road Use Tax \$91,767.19; Seizure \$6,950.00; Police/Fire Pension \$120.00; Debt Service \$1,550.00; Library \$653.53; Solid Waste \$36,808.10; Water \$897,834.85; Water Sinking \$550.00; Sewer \$17,359.57; Storm Water \$2,916.24; Golf Course \$7,167.97; Enterprise Project \$352,549.22; Revolving \$37,110.07; Risk Management \$28,668.47; Health Insurance \$8,842.58; Capital Projects \$1,768,057.46; Payroll Totals \$3,489,670.35; Transfers/ACH (\$436,891.47); Agenda Payments Approved Separately (\$2,077,833.04); Grand Total \$4,469,744.40.
22. **RESOLUTION 2025-001** naming authorized bank signers for the City of Ankeny.
23. **RESOLUTION 2025-002** authorizing the purchase of fiber optic cable for Fiber Optic Network Upgrade.
24. Receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2024.

Community Development

25. **RESOLUTION 2025-003** setting a public hearing for a request to vacate a portion of a Public Ingress/Egress Easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza (date of hrg: 1/21/25 @ 5:30 p.m.)
26. **RESOLUTION 2025-004** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 1 Credit Union Plaza; and associated with the development of the Veridian Credit Union Site Plan at 1201 S Ankeny Boulevard.
27. Grant preliminary approval of the First Street Commons Plat 3 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$8,075.00.

Engineering

28. Amendment No. 4 to the Professional Services Agreement increasing the contract amount by \$0.00 with Snyder and Associates for construction services on the High Trestle Trail Transmission and Drainage Improvements - Contract 2, HMA Trail Improvements project.
29. **RESOLUTION 2025-005** accepting the maintenance bond for storm sewer for the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.
30. **RESOLUTION 2025-006** accepting the maintenance bond for traffic signals at the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.
31. **RESOLUTION 2025-007** accepting the maintenance bond for paving at the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.
32. **RESOLUTION 2025-008** accepting the maintenance bond for subgrade for the E 1st St and SE Fourmile Dr Traffic Signal and Turn Lane Widening associated with The Crossings at Deer Creek Plat 15.

Capital Improvement Projects

33. **NW 36th Street and NW Weigel Drive HMA Resurfacing:** a) Final Change Order #3 decreasing the contract amount by \$76,416.72; b) Certificate of Completion; c) **RESOLUTION 2025-009** accepting the public improvements with InRoads, LLC in the amount of \$1,615,225.28; and d) Final Payment #6 in the amount of \$9,259.65; Retainage Payment in the amount of \$80,761.26.
34. **NE 62nd St. Box Culvert Construction:** a) Final Change Order #1 increasing the contract amount by \$748.48; b) Certificate of Completion; c) **RESOLUTION 2025-010** accepting the

public improvements with Gus Construction in the amount of \$466,268.05; and d) Final Payment #4 in the amount of \$43,356.99; Retainage Payment in the amount of \$23,313.40.

35. **North Four Mile Creek Trunk Sewer - Phase 1:** a) Final Change Order #3 decreasing the contract amount by \$32,798.00; b) Certificate of Completion; c) **RESOLUTION 2025-011** accepting the public improvements with J&K Contracting in the amount of \$1,978,202.00; and d) Final Payment #9 in the amount of \$20,799.00; Retainage Payment in the amount of \$98,910.10.
36. **RESOLUTION 2025-012** ordering construction on the SW Des Moines Street Utility Improvements - SW Ordinance Road to SW Kenworthy Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/28/25 @ 10:30 A.M. / date of hrg: 2/3/25 @ 5:30 P.M.)
37. **RESOLUTION 2025-013** ordering construction on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/28/25 @ 10:30 A.M. / date of hrg: 2/3/25 @ 5:30 P.M.)

Administrative Items

38. **RESOLUTION 2025-014** approving the appointment of Michael Schrock as Interim City Manager.

APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Stearns, to approve the recommendations for Consent Agenda Items CA-1 through CA-38. Ayes: Shafer, Stearns, Perry, Ruddy.

LEGISLATIVE BUSINESS

Boards and Commissions

39. Annual Mayoral Appointments to Committees and Boards. Council Member Ruddy moved, Shafer seconded, to adopt **RESOLUTION 2025-015** appointing council and staff to serve on various committees and boards for 2025. Ayes: Ruddy, Shafer, Perry, Stearns. Council Member Stearns moved, Shafer seconded, to adopt **RESOLUTION 2025-016** amending appointments of a member and alternate member to the Polk County 911 Service Board. Ayes: Stearns, Shafer, Perry, Ruddy. Council Member Stearns moved, Shafer seconded, to adopt **RESOLUTION 2025-017** Ankeny's representatives to the Central Iowa Water Works Board and Committees. Ayes: Stearns, Shafer, Perry, Ruddy. Council Member Stearns moved, Shafer seconded, to adopt **RESOLUTION 2025-018** appointing members and alternate members to the Polk County Emergency Management Commission. Ayes: Stearns, Shafer, Perry, Ruddy.

Approval of Ordinances

40. **Ord 2189.** An Ordinance vacating an Ingress/Egress Easement associated with Siena Hills Plat 7, Lot 1. Council Member Shafer moved, Stearns seconded, to accept second consideration of ORDINANCE 2189. Ayes: Shafer, Stearns, Perry, Ruddy.

ADJOURNMENT

1. Moved by Perry, seconded by Shafer, to go into Executive Session at 6:01 p.m., pursuant to the provisions of Iowa Code Section 21.5, subparagraph (j) "to discuss the purchase or sale of particular real estate only where the premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property". Ayes: Perry, Shafer, Ruddy,

Stearns. Council adjourned the executive session at 6:33 p.m. and returned to regular session at 6:35 p.m. Meeting was adjourned at 6:35 p.m.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 1/17/25.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the issuance of Device Retailer Permit.

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

Pursuant to Iowa Code 453A.47A, any business intending to sell tobacco, tobacco products, alternative nicotine products, or vapor products must obtain a retail permit. All permits issued under this code require payment of the applicable fee established in Iowa Code 453A.47A(7) and permits expire on June 30 each year.

The Iowa legislature passed Senate File 345, which presents regulations and tax provisions concerning the sale of devices, effective January 1, 2025. Under this legislation, a “device” is defined as any equipment or product, partially or wholly composed of glass or metal, designed for the inhalation of combustion tobacco, hemp, other plant materials, or controlled substances.

The Department of Revenue oversees the implementation of these retail permit requirements. As part of the permitting process, the Iowa Department of Revenue requires applications be approved by the city council.

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the following retailer(s) have submitted an application which has met all requirements and is now being presented to the City Council for approval. Copies of license applications are available for review in the Office of the City Clerk.

- SUBEDI LLC, 316 S Ankeny Blvd, Ankeny, IA - Device Retailer License (New) - Effective January 21, 2024 - June 30, 2025.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approving retail permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The applicant has paid the license fee to the Iowa Department of Revenue (IDR). The IDR will credit the fees to the City of Ankeny.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

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

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED

Motion

LEGAL

Item reviewed by legal counsel.

EXECUTIVE SUMMARY

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

1. Des Moines Area Community College d/b/a Des Moines Area Community College, 2006 S Ankeny Blvd, Bldg. #7 - Special Class C Retail Alcohol License (BW) (Renewal) - Effective February 5, 2025. PENDING DEPT APPROVAL.
2. Iowa CVS Pharmacy LLC d/b/a CVS Pharmacy #10114, 104 E First St. - Class E Retail Alcohol License (LE) (Renewal) - Effective February 10, 2025.
3. Pheasants Forever Inc. d/b/a Northern Polk Chapter 282, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 27, 2025. PENDING DRAM ENDORSEMENT.
4. Great Caterers of Iowa Inc. d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 19, 2025.
5. Hy-Vee Inc. d/b/a Hy-Vee Ankeny #1, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 1, 2025. PENDING DEPT APPROVALS.

CITY MANAGER/STAFF RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file Financial Reports for December 2024.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Finance Report - December

Monthly Finance Report – December 2024

To the Honorable Mayor and City Council:

The financial reports for the month of December are submitted herewith. In the fall and early winter, the annual audit of the City's financial statements was conducted. With audit fieldwork complete comes the release of the City's Annual Comprehensive Financial Report (ACFR) for the year ending June 30, 2024. The City's independent auditors, Eide Bailly, LLP, released an unmodified opinion in December and the report has been submitted to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting. The City hopes to receive this award for the 23rd consecutive year. The Annual Comprehensive Financial Report was received and filed at the January 6, 2025, council meeting.

As for the current year, fiscal year 2025, December represents the fifty percent mark of the fiscal year. By looking at the report *Major Operating Funds – Budget vs. Actual*, we can see that revenue and expenditure totals for most of the major operating funds are near or above the fifty percent mark. Other major funds that have variances, mostly due to timing differences and seasonal activities, include the tax increment financing fund and the debt service fund.

The general fund is the primary operating fund of the City and is being highlighted. On the *Revenue Summary by Fund* report, general fund revenues total \$28,487,354 or 56.70% of budget. In general, the figures demonstrate that the City's operations are in line with budget expectations. When reviewing individual revenues on the *Major Operating Funds Detailed Revenue Summary* report, use of money and property revenue is strong at 107.90% of budget. These and other line items are being re-estimated for fiscal year 2025. Further details regarding revenue projections will be shared during the council budget workshops during the months of January and February.

On the expenditure side, overall spending in the general fund appears to be trending with projections. On the *Expenditure Summary by Fund* report, expenditures total \$26,249,093 or 50.82% of budget. When reviewing expenditures on the *Major Operating Funds Budget versus Actual* report, one program exceeding budget expectations is culture and recreation, at 55% of budget. This is due to the seasonal nature of many of these activities such as aquatics and Prairie Ridge Sports Complex.

Another indicator of the City's financial health is to compare the *Cash Balance Summary* from this same month last fiscal year. The ending cash balance has increased considerably from \$158,912,791 at December 31, 2023, to \$172,219,438 at December 31, 2024. The cash balances of the debt service fund, water fund, sewer fund, and health insurance fund experienced notable growth. These increases are largely attributed to higher water rates and lower-than-anticipated health insurance claims.

The completion of the City's Annual Comprehensive Financial Report shifts the Finance Department's attention towards completing the budget for fiscal year 2026 and the re-estimation of the budget for fiscal year 2025. The re-estimated budget for fiscal year 2025 will not appear in the monthly financial

reports until April 2025. The end of the calendar year is a good transition point for closing the previous year and to begin looking ahead to the next year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Annette Graeve". The script is cursive and fluid, with the first name "Annette" written in a larger, more prominent style than the last name "Graeve".

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
December 31, 2024

Cash Basis Fund Balances	<u><u>\$ 172,219,438.27</u></u>
Investments	\$ 154,187,627.14
Checking Account Balance (per bank)	18,652,711.10
Deposits in Transit	100,430.84
Outstanding Checks	(724,405.81)
Cash Drawer/Petty Cash *	<u>3,075.00</u>
Total	<u><u>\$ 172,219,438.27</u></u>

* 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 - PRSC Concessions	325.00
Parks - Senior Center	200.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u>\$ 3,075.00</u>

City of Ankeny
Cash Balance Summary
December 31, 2024

Fund	Budget Number	Cash Balance July 1, 2024	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2024
General:							
General	100	\$ 38,753,712.75	\$ 28,487,354.15	\$ -	\$ 26,249,092.57	\$ 1,745,628.11	\$ 39,246,346.22
Hotel/Motel Tax	233	787,540.27	-	1,745,628.11	960,118.92	-	1,573,049.46
Special Revenue:							
Fire Gift	220	34,151.40	635.00	-	3,239.79	-	31,546.61
Hawkeye Park Player Fees	240	29,320.71	2,685.00	-	4,246.37	-	27,759.34
Police Gift	250	23,674.31	3,300.00	-	5,906.99	-	21,067.32
Road Use Tax	260	10,124,517.13	4,923,279.47	-	5,041,263.98	-	10,006,532.62
Police Seizure	270	82,571.31	22,905.86	-	4,552.50	-	100,924.67
Tax Increment Financing	280	3,369,937.21	4,210,629.80	-	99,538.00	-	7,481,029.01
Police and Fire Retirement	290	1,549,547.83	1,577,355.52	-	1,535,916.24	-	1,590,987.11
Employee Benefits	292	-	555,216.26	-	-	-	555,216.26
Landfill Post-Closure	295	79,001.56	-	-	-	-	79,001.56
Friends of the Ankeny Library	430	82,703.76	9,434.85	-	27,768.24	-	64,370.37
Park Dedication	440	432,007.71	19,800.00	-	-	-	451,807.71
Sports Complex Foundation	445	159,925.33	8,850.00	-	-	-	168,775.33
Ankeny Garden Club	446	11,874.77	-	-	-	-	11,874.77
Miracle Park Fund	448	73,084.80	5,710.58	-	5,384.25	-	73,411.13
Dog Park Trust Fund	449	1,447.68	375.00	-	-	-	1,822.68
P&R Scholarship Fund	450	28,274.72	-	-	-	-	28,274.72
Civic Trust Fund	484	-	-	-	-	-	-
Debt Service	300	2,085,241.89	9,014,259.98	-	2,206,022.93	-	8,893,478.94
Enterprise:							
Solid Waste	500	542,770.31	752,296.57	-	706,572.16	-	588,494.72
Utility Deposits	505	433,824.17	106,949.18	-	98,000.00	-	442,773.35
Water Operations	510	19,997,517.03	12,710,075.85	-	6,233,578.14	1,534,946.88	24,939,067.86
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	3,069,450.22	-	1,534,946.88	386,680.92	-	4,217,716.18
Sewer Operations	550	15,287,915.06	9,126,380.72	-	6,122,161.60	-	18,292,134.18
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Storm Water	580	2,277,829.18	2,146,947.62	-	674,526.28	-	3,750,250.52
Golf Course	590	2,410,754.31	1,452,352.69	-	1,280,822.62	-	2,582,284.38
Capital Project:							
Utility Fund Capital Projects	6**	16,091,885.87	-	-	7,113,130.16	-	8,978,755.71
Special Assessments	8**	1,559,433.58	1,203,489.74	-	-	-	2,762,923.32
Capital Projects	8** & 9**	35,549,047.84	1,825,903.20	-	19,820,337.98	-	17,554,613.06
Total Budgeted		<u>\$ 160,092,080.83</u>	<u>\$ 78,166,187.04</u>	<u>\$ 3,280,574.99</u>	<u>\$ 78,578,860.64</u>	<u>\$ 3,280,574.99</u>	<u>\$ 159,679,407.23</u>
Internal Service:							
Revolving	710	719,740.80	678,318.34	-	692,987.68	-	705,071.46
Risk Management	720	1,022,430.27	2,084,474.32	-	1,600,421.97	-	1,506,482.62
Health Insurance	730	7,470,265.32	2,881,367.19	-	2,675,445.79	-	7,676,186.72
Sustainability Revolving Loan	770	31,267.01	-	-	-	-	31,267.01
Economic Development Revolving	780	290,001.01	-	-	-	-	290,001.01
Equipment Reserve	790	2,267,159.66	63,862.56	-	-	-	2,331,022.22
Total Unbudgeted		<u>\$ 11,800,864.07</u>	<u>\$ 5,708,022.41</u>	<u>\$ -</u>	<u>\$ 4,968,855.44</u>	<u>\$ -</u>	<u>\$ 12,540,031.04</u>
Total ⁽¹⁾		<u><u>\$ 171,892,944.90</u></u>	<u><u>\$ 83,874,209.45</u></u>	<u><u>\$ 3,280,574.99</u></u>	<u><u>\$ 83,547,716.08</u></u>	<u><u>\$ 3,280,574.99</u></u>	<u><u>\$ 172,219,438.27</u></u>

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
December 31, 2024

Fund	Budget Number	Cash Balance July 1, 2024	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2024
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 2,433,794.38	\$ -	\$ -	\$ 657,959.59	\$ -	\$ 1,775,834.79
Northwest Water Tower	611	(7,119.00)	-	-	783,450.67	-	(790,569.67)
SE Magazine Storage Tank Repaint	612	765,727.80	-	-	318,650.00	-	447,077.80
NE 36th St & NE 38th St Water Main Loop	618	2,327,056.30	-	-	917,206.45	-	1,409,849.85
SW Irvinedale Dr Transmission Main-Ph 3	623	(5,000.00)	-	-	-	-	(5,000.00)
High Trestle Trail Transmission Main	629	(126,536.49)	-	-	6,782.52	-	(133,319.01)
Saylorville Feeder Main	630	850.00	-	-	-	-	850.00
Aquifer Storage Replacement #1	632	203,710.06	-	-	7,087.50	-	196,622.56
S Ankeny Blvd Transmission Main	633	(131,782.45)	-	-	81,992.42	-	(213,774.87)
SW Walnut/SW Ordinance Water	635	119,410.14	-	-	100,430.34	-	18,979.80
SE Delaware Grnd Storage Tank Repaint	638	82,064.66	-	-	5,350.00	-	76,714.66
Sanitary Sewer Replacement	650	3,524,550.10	-	-	1,201,848.56	-	2,322,701.54
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
Otter Creek Trunk Sewer-Phase 4	655	174,327.72	-	-	-	-	174,327.72
NE Crestmoor San Sewer Replacement	656	28,821.06	-	-	-	-	28,821.06
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	648,345.82	-	-	325,669.51	-	322,676.31
Four Mile Creek Trunk Sewer	660	2,047,936.74	-	-	1,576,254.52	-	471,682.22
Fire Station No. 4 Sewer	667	730,000.00	-	-	-	-	730,000.00
Storm Sewer Replacement	680	1,289,016.24	-	-	576,257.74	-	712,758.50
NW 17th St Storm Sewer & Pavement	681	11,500.00	-	-	-	-	11,500.00
SE Creekview Drive Wetland	683	-	-	-	8,928.00	-	(8,928.00)
Westwinds Storm Sewer Extension	685	23,523.22	-	-	185.00	-	23,338.22
Sawgrass Park Dam Improvement	686	78,237.75	-	-	38,878.28	-	39,359.47
High Trestle Trail Channel Stab. - Phase 1	688	(157,413.41)	-	-	115.20	-	(157,528.61)
Four Mile Creek Channel Stabilization	694	165,260.59	-	-	9,964.25	-	155,296.34
SE 3rd Street Storm Sewer Improvements	695	1,069,053.77	-	-	355,736.19	-	713,317.58
Tributary to Four Mile Creek Stabilization	696	63,217.77	-	-	47,468.65	-	15,749.12
SW Des Moines St Utility Improvements	699	133,333.10	-	-	92,914.77	-	40,418.33
Total Utility Fund Capital Projects		<u>\$ 16,091,885.87</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,113,130.16</u>	<u>\$ -</u>	<u>\$ 8,978,755.71</u>

City of Ankeny
Capital Projects Cash Balance Summary
December 31, 2024

Fund	Budget Number	Cash Balance July 1, 2024	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2024
Capital Project Funds:							
PRSC Tennis Courts Overlay	882	\$ 360,000.00	\$ -	\$ -	\$ 286,164.50	\$ -	\$ 73,835.50
NW State St Extension Preliminary Design	885	37,560.16	-	-	40,459.40	-	(2,899.24)
S Anky Blvd Imprv-SE Pete to 1st Street	886	(255,754.70)	-	-	186,672.60	-	(442,427.30)
SW Magazine & SW State Intersection	887	425,358.90	-	-	292,880.72	-	132,478.18
Fiber Optic Network Upgrade	888	625,002.35	-	-	164,318.43	-	460,683.92
SE Corp Woods & SE Crosswinds Traffic	889	395,776.70	-	-	259,823.22	-	135,953.48
NE 62nd RBC Culvert for 4 Mile Creek	892	654,457.72	-	-	409,148.17	-	245,309.55
NW 36th & NW Weigel Asphalt Overlays	895	1,638,305.51	-	-	851,000.54	-	787,304.97
NE 36th Reconstruction-I-35 to Four Mile	896	(1,179,356.04)	-	-	51,432.76	-	(1,230,788.80)
Des Moines Street Parks Development	897	1,527,380.15	-	-	1,016,379.57	-	511,000.58
HTT Trailhead Restroom & Amenities	898	10,000.00	-	-	-	-	10,000.00
BAN/Bond Activity	900	742,257.61	929,601.44	-	95,524.58	-	1,576,334.47
Fire Station No. 4	901	6,460,584.26	-	-	3,347,488.27	-	3,113,095.99
Lakeside Center Repurposing	903	308,336.14	-	-	3,204.40	-	305,131.74
Senior Center	905	503,459.55	-	-	92,755.97	-	410,703.58
Public Works Winter Ops Satellite Facility	907	90,000.00	-	-	-	-	90,000.00
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
N Ankeny Blvd & 18th St Int Improvements	913	(527,187.46)	200,000.00	-	41,035.42	-	(368,222.88)
Pavement Preservation Program	915	473,228.15	-	-	617,028.05	-	(143,799.90)
Annual Street Replacement Program	916	2,553,627.79	-	-	1,187,425.77	-	1,366,202.02
Prairie Ridge Sports Complex	920	53,871.77	-	-	-	-	53,871.77
NW Irvinedale & NW 18th Inters Imprvmts	922	350,373.25	-	-	319,879.54	-	30,493.71
East of I-35 Land Acquisition	923	330,000.00	-	-	-	-	330,000.00
Miracle Field	925	45,781.03	-	-	4,246.37	-	41,534.66
Community Entrance Signage	927	50,554.20	-	-	-	-	50,554.20
Library	928	103,522.58	-	-	8,400.00	-	95,122.58
SW Orallabor & SW Edgewood Intersection	929	97,378.80	-	-	206,691.97	-	(109,313.17)
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
Cherry Glen Ballfield	933	-	-	-	3,500.00	-	(3,500.00)
Annual Sidewalks/Trails	936	507,531.20	-	-	473,574.00	-	33,957.20
High Trestle Trail Extension	938	-	-	-	7,633.96	-	(7,633.96)
NW Prairie Ridge/Ash & 9th St Intersection	939	200,000.00	-	-	25,233.00	-	174,767.00
I35 & Corp Woods Interchange Report	946	50,000.00	-	-	-	-	50,000.00
N Anky Blvd Imprvmts - 1st St to 11th St	949	182,155.78	-	-	275,521.06	-	(93,365.28)
Asphalt Street Resurfacing	950	697,626.13	-	-	351,095.80	-	346,530.33
NW 18th Recon-NW Ash to N Anky Blvd	953	184,563.66	-	-	37,062.62	-	147,501.04
SE Creekview Drive Extension	954	-	-	-	175,197.58	-	(175,197.58)
NE Four Mile Drive RCB Culvert	955	261,119.93	-	-	-	-	261,119.93
Rock Creek Trail & Native Plantings	957	153,658.35	-	-	10,578.25	-	143,080.10
NW 18th St Extension-Weigel to Spruce	959	-	42,853.75	-	-	-	42,853.75
Street Patching Program	963	1,735,993.84	-	-	1,222,116.30	-	513,877.54
Traffic Signalization	965	1,891,199.38	78,125.62	-	1,308,921.15	-	660,403.85
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	451,359.25	524.42	-	4,676.36	-	447,207.31
W 1st Widening & Improvements-Phase 2	971	327,360.60	-	-	305,274.56	-	22,086.04
Park Development	973	832,462.35	4,800.00	-	537,580.07	-	299,682.28
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	172,206.96	-	-	-	-	172,206.96
Prairie Trail Public Improvements	977	2,219,397.83	-	-	-	-	2,219,397.83
NE Delaware Reconstruction 5th-18th	979	4,285,637.57	-	-	3,352,624.30	-	933,013.27
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
High Trestle Trail Experience Park	990	941,600.00	20,000.00	-	306,397.10	-	655,202.90
NW 36th Widening from Ash to Ankeny Blvd	992	55,560.05	-	-	21,959.19	-	33,600.86
Street/Sidewalk Oversizing	995	28,335.72	-	-	2,585.45	-	25,750.27
Capital Projects Reserve	997	1,370,103.39	-	-	-	-	1,370,103.39
SW Orallabor & State Safety Improvements	998	2,607,145.71	549,997.97	-	1,916,846.98	-	1,240,296.70
Total Non Utility Fund Capital Projects		<u>\$ 35,549,047.84</u>	<u>\$ 1,825,903.20</u>	<u>\$ -</u>	<u>\$ 19,820,337.98</u>	<u>\$ -</u>	<u>\$ 17,554,613.06</u>

City of Ankeny
Revenue Summary by Fund
December 31, 2024

Fund	Budget Number	2022-23 Actual	2023-24 Actual	2024-25 Budget	As of December 31, 2024	Variance	Percent ⁽²⁾
General:							
General	100	\$ 44,806,791.52	\$ 48,493,748.05	\$ 50,241,188.00	\$ 28,487,354.15	\$ (21,753,833.85)	56.70%
Hotel/Motel Tax	233	19,235.10	45,641.96	31,000.00	-	(31,000.00)	0.00%
Special Revenue:							
Fire Gift	220	6,536	4,284	6,200.00	635.00	(5,565.00)	10.24%
Hawkeye Park Player Fees	240	7,641.94	8,251.33	9,300.00	2,685.00	(6,615.00)	28.87%
Police Gift	250	4,073.60	24,323.44	5,300.00	3,300.00	(2,000.00)	62.26%
Road Use Tax	260	9,577,651.33	10,139,300.19	9,492,971.00	4,923,279.47	(4,569,691.53)	51.86%
Police Seizure	270	22,100.89	18,168.91	13,000.00	22,905.86	9,905.86	176.20%
Tax Increment Financing	280	10,056,491.47	11,270,675.11	8,947,117.00	4,210,629.80	(4,736,487.20)	47.06%
Police and Fire Retirement	290	2,546,782.13	2,684,595.94	3,078,945.00	1,577,355.52	(1,501,589.48)	51.23%
Employee Benefits	292	-	-	1,075,457.00	555,216.26	(520,240.74)	51.63%
Landfill Post-Closure	295	1,896.90	4,443.71	2,000.00	-	(2,000.00)	0.00%
Friends of the Ankeny Library	430	44,723.83	47,303.55	48,000.00	9,434.85	(38,565.15)	19.66%
Park Dedication	440	47,100.34	32,245.76	15,000.00	19,800.00	4,800.00	132.00%
Sports Complex Foundation	445	17,604.74	28,451.27	19,000.00	8,850.00	(10,150.00)	46.58%
Ankeny Garden Club	446	1,592.45	2,307.93	2,075.00	-	(2,075.00)	0.00%
Miracle Park Fund	448	8,517.47	9,716.92	7,000.00	5,710.58	(1,289.42)	81.58%
Dog Park Trust Fund	449	767.55	71.22	-	375.00	375.00	
P&R Scholarship Fund	450	27,173.90	1,392.57	800.00	-	(800.00)	0.00%
Civic Trust Fund	484	-	17,267.92	-	-	-	
Debt Service	300	15,102,496.15	15,695,498.14	17,605,049.00	9,014,259.98	(8,590,789.02)	51.20%
Enterprise:							
Solid Waste	500	1,363,021.03	1,472,676.35	1,558,000.00	752,296.57	(805,703.43)	48.29%
Utility Deposits	505	190,642.85	192,087.05	216,000.00	106,949.18	(109,050.82)	49.51%
Water Operations	510	19,545,481.82	21,463,858.13	22,772,375.00	12,710,075.85	(10,062,299.15)	55.81%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	325,572.37	-	-	-	
Sewer Operations	550	17,085,080.35	17,443,893.47	17,689,135.00	9,126,380.72	(8,562,754.28)	51.59%
Sewer Improvement	560	-	-	-	-	-	
Storm Water	580	3,671,742.25	3,815,898.23	4,452,539.00	2,146,947.62	(2,305,591.38)	48.22%
Golf Course	590	2,573,720.83	2,760,675.08	2,361,000.00	1,452,352.69	(908,647.31)	61.51%
Capital Project:							
Utility Fund Capital Projects	6**	3,393,193.39	12,199,161.59	4,908,000.00	-	(4,908,000.00)	0.00%
Special Assessments	8**	277,157.71	1,537,275.87	-	1,203,489.74	1,203,489.74	
Capital Projects	9**	15,806,305.27	26,184,641.53	23,573,614.00	1,825,903.20	(21,747,710.80)	7.75%
Total Budgeted Revenues		\$ 146,205,522.84	\$ 175,923,427.85	\$ 168,130,065.00	\$ 78,166,187.04	\$ (89,963,877.96)	46.49%
Internal Service:							
Revolving	710	\$ 1,472,271.23	\$ 1,536,759.05	\$ 1,859,144.00	\$ 678,318.34	\$ (1,180,825.66)	36.49%
Risk Management	720	2,354,386.64	1,582,252.79	1,859,000.00	2,084,474.32	225,474.32	112.13%
Health Insurance	730	5,394,634.32	5,957,327.24	5,645,000.00	2,881,367.19	(2,763,632.81)	51.04%
Sustainability Revolving Loan	770	1,230.73	1,538.22	1,100.00	-	(1,100.00)	0.00%
Economic Development Revolving	780	8,726.69	16,809.16	10,000.00	-	(10,000.00)	0.00%
Equipment Reserve	790	134,122.32	183,214.75	332,305.00	63,862.56	(268,442.44)	19.22%
Total Unbudgeted Revenues		\$ 9,365,371.93	\$ 9,277,901.21	\$ 9,706,549.00	\$ 5,708,022.41	\$ (3,998,526.59)	58.81%
Total All Revenues ⁽¹⁾		\$ 155,570,894.77	\$ 185,201,329.06	\$ 177,836,614.00	\$ 83,874,209.45	\$ (93,962,404.55)	47.16%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ December is 50% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
December 31, 2024

Fund	Budget Number	2022-23 Actual	2023-24 Actual	2024-25 Budget	As of December 31, 2024	Variance	Percent ⁽²⁾
General:							
General	100	\$ 39,926,831.86	\$ 42,720,711.66	\$ 51,647,112.00	\$ 26,249,092.57	\$ (25,398,019.43)	50.82%
Hotel/Motel Tax	233	1,366,279.13	1,352,529.65	1,807,417.00	960,118.92	(847,298.08)	53.12%
Special Revenue:							
Fire Gift	220	324	3,237	5,000.00	3,239.79	(1,760.21)	64.80%
Hawkeye Park Player Fees	240	17,434.00	16,781.40	8,000.00	4,246.37	(3,753.63)	53.08%
Police Gift	250	3,932.94	10,825.66	5,000.00	5,906.99	906.99	118.14%
Road Use Tax	260	6,546,030.24	8,431,134.88	10,717,144.00	5,041,263.98	(5,675,880.02)	47.04%
Police Seizure	270	4,700.15	34,989.64	16,250.00	4,552.50	(11,697.50)	28.02%
Tax Increment Financing	280	2,565,008.00	2,777,575.00	3,760,333.00	99,538.00	(3,660,795.00)	2.65%
Police and Fire Retirement	290	2,727,388.46	2,682,675.57	3,112,669.00	1,535,916.24	(1,576,752.76)	49.34%
Employee Benefits	292	-	-	-	-	-	
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	46,895.73	51,417.36	48,000.00	27,768.24	(20,231.76)	57.85%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	-	-	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	320.00	6,628.94	10,000.00	5,384.25	(4,615.75)	53.84%
Dog Park Trust Fund	449	-	-	-	-	-	
P&R Scholarship Fund	450	-	291.75	5,000.00	-	(5,000.00)	0.00%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	24,205,486.24	25,026,906.95	26,086,257.00	2,206,022.93	(23,880,234.07)	8.46%
Enterprise:							
Solid Waste	500	1,059,080.77	1,401,504.36	1,539,776.00	706,572.16	(833,203.84)	45.89%
Utility Deposits	505	168,900.00	164,525.00	178,000.00	98,000.00	(80,000.00)	55.06%
Water Operations	510	12,631,530.53	14,024,275.57	16,262,964.00	6,233,578.14	(10,029,385.86)	38.33%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	1,592,286.76	1,956,233.57	3,121,130.00	386,680.92	(2,734,449.08)	12.39%
Sewer Operations	550	12,735,377.06	9,615,399.02	11,042,167.00	6,122,161.60	(4,920,005.40)	55.44%
Sewer Improvement	560	-	-	-	-	-	
Storm Water	580	1,100,902.52	1,170,265.90	1,356,745.00	674,526.28	(682,218.72)	49.72%
Golf Course	590	2,026,266.39	2,173,561.80	2,597,906.00	1,280,822.62	(1,317,083.38)	49.30%
Capital Project:							
Utility Fund Capital Projects	6**	12,985,502.97	15,117,017.15	17,853,273.00	7,113,130.16	(10,740,142.84)	39.84%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	31,599,841.94	29,734,504.44	35,422,067.00	19,820,337.98	(15,601,729.02)	55.95%
Total Budgeted Expenditures		\$ 153,310,319.69	\$ 158,472,992.27	\$ 186,603,210.00	\$ 78,578,860.64	\$ (108,024,349.36)	42.11%
Internal Service:							
Revolving	710	\$ 1,423,273.57	\$ 1,428,264.89	\$ 1,859,144.00	\$ 692,987.68	\$ (1,166,156.32)	37.27%
Risk Management	720	2,582,375.66	1,520,781.12	1,977,000.00	1,600,421.97	(376,578.03)	80.95%
Health Insurance	730	5,446,642.56	4,924,283.10	6,390,000.00	2,675,445.79	(3,714,554.21)	41.87%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	471,067.10	-	1,520,880.00	-	(1,520,880.00)	0.00%
Total Unbudgeted Expenditures		\$ 9,923,358.89	\$ 7,873,329.11	\$ 11,747,024.00	\$ 4,968,855.44	\$ (6,778,168.56)	42.30%
Total All Expenditures ⁽¹⁾		\$ 163,233,678.58	\$ 166,346,321.38	\$ 198,350,234.00	\$ 83,547,716.08	\$ (114,802,517.92)	42.12%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ December is 50% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
December 31, 2024

	2022-23 Actual	2023-24 Actual	2024-25 Budget	As of December 31, 2024	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 27,322,028	\$ 28,789,590	\$ 32,451,508	\$ 16,790,594	\$ (15,660,914)	51.74%
Ag Land Tax	12,794	14,655	14,314	9,428	(4,886)	65.87%
Airport Authority Levy	651,414	681,792	709,981	367,429	(342,552)	51.75%
Subtotal	\$ 27,986,235	\$ 29,486,038	\$ 33,175,803	\$ 17,167,452	\$ (16,008,351)	51.75%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 2,119,476	\$ 2,120,556	\$ 2,277,000	\$ 1,745,628	\$ (531,372)	76.66%
Mobile Home Tax	16,515	17,380	15,300	10,665	(4,635)	69.71%
Utility Replacement Tax	200,301	199,256	190,513	94,017	(96,496)	49.35%
Utility Franchise Tax	1,785,485	1,527,814	1,590,000	863,788	(726,212)	54.33%
Cable TV Franchise Tax	218,635	181,794	172,000	78,795	(93,205)	45.81%
Subtotal	\$ 4,340,413	\$ 4,046,799	\$ 4,244,813	\$ 2,792,893	\$ (1,451,920)	65.80%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 67,462	\$ 104,637	\$ 67,000	\$ 50,794	\$ (16,206)	75.81%
Cigarette Permits	5,375	5,500	5,000	750	(4,250)	15.00%
Solicitor Licenses	9,015	5,080	8,000	3,500	(4,500)	43.75%
Miscellaneous Business Licenses	17,710	20,390	9,000	1,225	(7,775)	13.61%
Garbage Licenses	1,400	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	40,931	42,441	41,000	13,083	(27,917)	31.91%
Fire Permits	17,180	22,400	3,000	11,150	8,150	371.67%
Code Enforcement Licenses & Permits:						
Alarm Permits	13,195	11,810	12,000	5,335	(6,665)	44.46%
Building Permits	1,820,542	1,414,027	1,262,000	885,164	(376,836)	70.14%
Electrical Permits	170,372	126,394	103,000	69,493	(33,507)	67.47%
Heating Permits	120,454	88,137	67,000	42,918	(24,082)	64.06%
Plumbing Permits	135,380	75,496	92,000	65,534	(26,466)	71.23%
Driveway Permits	13,615	12,600	6,000	5,080	(920)	84.67%
Sidewalk Permits	13,515	12,510	6,000	5,480	(520)	91.33%
Moving/Demolition Permits	225	300	100	175	75	175.00%
Fence & Oversize Permits	78,394	54,657	55,000	28,500	(26,500)	51.82%
Subtotal	\$ 2,524,765	\$ 1,997,779	\$ 1,737,500	\$ 1,188,180	\$ (549,320)	68.38%
Use of Money and Property:						
Interest	\$ 2,103,263	\$ 4,120,576	\$ 3,000,000	\$ 3,407,382	\$ 407,382	113.58%
Commissions	7,307	22,627	-	57	57	
Leases	46,078	62,820	51,048	5,250	(45,798)	10.28%
Community Centers Rental	89,871	119,478	84,000	52,157	(31,843)	62.09%
Park Shelter Rentals	25,988	21,989	22,000	7,330	(14,670)	33.32%
Sports Complex Rentals	116,281	170,400	109,000	100,861	(8,139)	92.53%
Aquatic Center Rentals	39,384	38,883	32,000	(267)	(32,267)	-0.83%
Miscellaneous Rentals	84,782	91,192	61,000	51,585	(9,415)	84.57%
Subtotal	\$ 2,512,954	\$ 4,647,964	\$ 3,359,048	\$ 3,624,355	\$ 265,307	107.90%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 225,340	\$ 571,591	\$ 456,000	\$ 440,696	\$ (15,304)	96.64%
School/Police Agreements	156,204	225,186	200,303	89,116	(111,187)	44.49%
County Library Contribution	185,284	161,032	161,032	79,130	(81,902)	49.14%
Other Local Contributions	54,244	110,452	76,000	70,971	(5,029)	93.38%
State:						
Commercial & Industrial Replacement	530,674	401,351	260,961	130,502	(130,459)	50.01%
Business Property Tax Credit	-	211,780	187,991	106,398	(81,593)	56.60%
Library Contribution	28,987	26,085	26,085	26,689	-	102.31%
Miscellaneous Grants	-	4,950	-	-	-	
Federal:						
Public Safety Grants	64,802	91,127	169,300	26,872	(142,428)	15.87%
Subtotal	\$ 1,245,535	\$ 1,803,554	\$ 1,537,672	\$ 970,374	\$ (567,298)	63.11%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,815	\$ 12,042	\$ 9,000	\$ 6,589	\$ (2,411)	73.21%
Fire/Ambulance Reports	130	80	100	10	(90)	10.00%
False Alarm Fees	2,200	775	2,000	175	(1,825)	8.75%
Ambulance Charges	2,606,610	2,842,156	2,798,506	1,103,939	(1,694,567)	39.45%
Fingerprinting	12,508	11,442	12,000	4,322	(7,678)	36.02%
Towing Surcharge	2,340	2,050	2,000	690	(1,310)	34.50%
Plan Review Fees	23,300	7,111	15,000	2,400	(12,600)	16.00%
Parks and Recreation:						
Admissions	611,737	718,279	536,000	387,501	(148,500)	72.29%
Season Passes	492,194	514,550	494,000	64,973	(429,027)	13.15%
Special Programs	154,003	128,896	143,000	48,229	(94,771)	33.73%
Rec Programs - Tax Exempt	576,841	594,582	525,000	241,991	(283,009)	46.09%
Swimming Lessons	131,018	122,998	117,000	7,408	(109,592)	6.33%

	2022-23 Actual	2023-24 Actual	2024-25 Budget	As of December 31, 2024	Over (under) Budget	Percent ⁽¹⁾
Dog Park Passes	27,382	29,779	34,000	7,216	(26,784)	21.22%
Housing and Subdivision:						
Housing Code	93,094	86,324	64,000	68,515	4,515	107.05%
Plan Review Fees	339,534	196,823	249,000	171,935	(77,065)	69.05%
Site Plan Review	15,300	13,560	8,000	8,000	-	100.00%
Zoning	5,645	13,595	4,000	3,305	(695)	82.63%
Subdivision Filing Fees	7,980	9,985	4,000	5,810	1,810	145.25%
Board of Adjustment Fees	3,720	2,660	2,000	1,560	(440)	78.00%
Architect Review Board Fees	4,005	2,065	3,000	1,530	(1,470)	51.00%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	333,771	396,142	436,613	169,227	(267,386)	38.76%
Animal Impound Fees	3,353	2,468	3,000	1,084	(1,916)	36.15%
Copy Charges	10,315	12,027	9,000	5,461	(3,539)	60.67%
Miscellaneous Service Charges	10,595	35,665	64,000	31,089	(32,911)	48.58%
Subtotal	\$ 5,476,391	\$ 5,756,054	\$ 5,534,219	\$ 2,342,958	\$ (3,191,261)	42.34%
Other Revenues:						
Map Sales	\$ 25	\$ 35	\$ -	\$ 5	\$ 5	
Sales/Salvages	16,529	11,575	400	44,149	43,749	11037.33%
Concessions	282,327	310,217	254,000	154,205	(99,795)	60.71%
Contributions-Private Sources	6,200	23,714	8,600	16,275	7,675	189.24%
Program Sponsorships	28,034	31,415	23,000	6,275	(16,725)	27.28%
Refunds/Rebates	1,880	376	-	14,457	14,457	
Prairie Ridge Maint Reimb	206,277	263,863	279,133	103,263	(175,870)	36.99%
Roadway Signage Reimb	16,385	-	-	-	-	
Police OT Reimb	11,936	18,390	12,000	11,340	(660)	94.50%
Court Fines	83,247	42,272	48,000	22,541	(25,459)	46.96%
Library Fines	19,374	18,257	16,000	8,464	(7,536)	52.90%
Miscellaneous Library Revenues	7,046	13,232	6,000	3,373	(2,627)	56.22%
Miscellaneous Revenues	40,191	21,120	5,000	16,180	11,180	323.60%
Overages/Shortages	1,048	1,095	-	613	613	
Subtotal	\$ 720,498	\$ 755,560	\$ 652,133	\$ 401,141	\$ (250,992)	61.51%
Fund Total	\$ 44,806,792	\$ 48,493,748	\$ 50,241,188	\$ 28,487,354	\$ (21,753,834)	56.70%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 17,235	\$ 45,642	\$ 31,000	\$ -	\$ (31,000)	0.00%
Refunds/Reimbursements	2,000	-	-	-	-	
Fund Total	\$ 19,235	\$ 45,642	\$ 31,000	\$ -	\$ (31,000)	0.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 9,343,167	\$ 9,595,382	\$ 9,028,971	\$ 4,916,030	\$ (4,112,941)	54.45%
Interest	227,038	540,503	411,000	-	(411,000)	0.00%
Grants	-	(4,950)	50,000	4,950	(45,050)	9.90%
Salvage Sales	2,263	3,556	3,000	983	(2,017)	32.76%
Refunds	4,204	1,026	-	140	140	
Reimbursements	979	3,783	-	1,176	1,176	
Fund Total	\$ 9,577,651	\$ 10,139,300	\$ 9,492,971	\$ 4,923,279	\$ (4,569,692)	51.86%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,990,643	\$ 8,914,746	\$ 7,561,587	\$ 3,646,396	\$ (3,915,191)	48.22%
TIF District Urban Renewal II	483,107	568,305	560,474	295,221	(265,253)	52.67%
TIF District Urban Renewal III	416,756	863,401	554,056	269,013	(285,043)	48.55%
Use of Money and Property:						
Interest	165,985	384,371	271,000	-	(271,000)	0.00%
Other Reimbursements	-	539,853	-	-	-	
Fund Total	\$ 10,056,491	\$ 11,270,675	\$ 8,947,117	\$ 4,210,630	\$ (4,736,487)	47.06%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,442,175	\$ 2,552,663	\$ 2,963,642	\$ 1,533,269	\$ (1,430,373)	51.74%
Non-property Taxes:						
Mobile Home Tax	1,442	1,500	1,000	945	(55)	94.54%
Utility Replacement Tax	17,487	17,258	17,026	8,402	(8,624)	49.35%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	46,307	34,746	23,322	11,658	-	49.99%
School Police Agreements	26,824	33,836	34,154	13,572	(20,582)	39.74%
Business Property Tax Credit	-	18,343	16,801	9,509	-	56.60%
Use of Money and Property:						
Interest	6,250	26,250	23,000	-	(23,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	6,297	-	-	-	-	
Fund Total	\$ 2,546,782	\$ 2,684,596	\$ 3,078,945	\$ 1,577,356	\$ (1,501,589)	51.23%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 14,611,968	\$ 15,015,401	\$ 17,081,161	\$ 8,844,236	\$ (8,236,925)	51.78%

	2022-23 Actual	2023-24 Actual	2024-25 Budget	As of December 31, 2024	Over (under) Budget	Percent ⁽¹⁾
Non-property Taxes:						
Mobile Home Tax	8,003	8,190	8,000	5,157	(2,843)	64.46%
Utility Replacement Tax	96,971	94,137	92,870	45,830	(47,040)	49.35%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	276,946	204,349	134,378	67,171	-	49.99%
Business Property Tax Credit	-	100,053	91,640	51,866	-	56.60%
Use of Money and Property:						
Interest	108,608	273,368	197,000	-	(197,000)	0.00%
Fund Total	\$ 15,102,496	\$ 15,695,498	\$ 17,605,049	\$ 9,014,260	\$ (8,590,789)	51.20%
Solid Waste Fund:						
Recycling Fees	\$ 1,336,486	\$ 1,425,436	1,515,000	741,907	(773,093)	48.97%
Service Charges	20,455	21,010	21,000	10,390	(10,610)	49.48%
Interest	6,080	26,230	22,000	-	(22,000)	0.00%
Fund Total	\$ 1,363,021	\$ 1,472,676	\$ 1,558,000	\$ 752,297	\$ (805,703)	48.29%
Water Fund:						
Refunds	\$ 10,482	\$ 12,449	9,000	3,675	\$ (5,325)	40.83%
Sales Tax	63	22	-	91	91	
Excise Tax	982,146	1,087,401	1,222,000	653,719	(568,281)	53.50%
Cell Tower Lease	82,534	56,144	58,222	19,930	(38,292)	34.23%
Outside Billing	27,692	29,060	24,000	9,643	(14,357)	40.18%
Water Sales	13,850,632	15,460,204	16,337,542	9,501,469	(6,836,073)	58.16%
Hook Up Fees	308,782	263,502	200,000	142,327	(57,673)	71.16%
Meter Sales	434,881	414,112	508,000	230,058	(277,942)	45.29%
Temporary Water Sales	79,960	54,460	60,000	34,020	(25,980)	56.70%
Water Availability	3,589,191	3,810,091	3,960,111	2,029,734	(1,930,377)	51.25%
Service Charges	140,629	169,199	303,500	74,302	(229,198)	24.48%
Unapplied Credits	7,879	(4,310)	-	3,260	3,260	
Deposits	190,643	192,087	216,000	106,949	(109,051)	49.51%
Interest	24,000	105,000	90,000	-	(90,000)	0.00%
Miscellaneous	6,612	6,525	-	7,847	7,847	
Fund Total	\$ 19,736,125	\$ 21,981,518	\$ 22,988,375	\$ 12,817,025	\$ (10,171,350)	55.75%
Sewer Fund:						
Sales Tax	\$ 262,457	\$ 260,283	\$ 282,000	\$ 129,568	\$ (152,432)	45.95%
Refunds	53	-	-	-	-	
Miscellaneous	2,780	9,649	-	-	-	
Miscellaneous Service Charge	60,519	60,577	228,500	27,408	(201,092)	11.99%
Sewer Usage	10,019,648	9,597,819	10,223,023	5,257,147	(4,965,876)	51.42%
Hook Up Fees	299,199	886,353	300,000	292,673	(7,327)	97.56%
Sewer Availability	6,426,174	6,534,713	6,555,612	3,363,274	(3,192,338)	51.30%
Interest	14,250	94,500	100,000	56,310	(43,690)	56.31%
Fund Total	\$ 17,085,080	\$ 17,443,893	\$ 17,689,135	\$ 9,126,381	\$ (8,562,754)	51.59%
Storm Water Fund						
Permits	\$ 97,220	\$ 73,760	\$ 60,000	\$ 39,225	\$ (20,775)	65.38%
Interest	70,903	166,196	118,000	-	(118,000)	0.00%
Sales Tax	66,277	69,187	91,000	41,672	(49,328)	45.79%
Service Charges	3,423,284	3,496,365	4,168,539	2,063,951	(2,104,588)	49.51%
Miscellaneous	14,059	10,391	15,000	2,100	(12,900)	14.00%
Fund Total	\$ 3,671,742	\$ 3,815,898	\$ 4,452,539	\$ 2,146,948	\$ (2,305,591)	48.22%
Golf Course Fund:						
Refunds	\$ 1,172	\$ 1,836	\$ 1,000	\$ 1,284	\$ 284	128.37%
Commissions	1,051	1,008	1,000	71	(929)	7.10%
Miscellaneous Service Charges	26,649	25,582	50,000	25,968	(24,032)	51.94%
Gift Certificates	3,447	10,517	-	1,105	1,105	
Driving Range	212,937	228,752	201,000	124,853	(76,147)	62.12%
Rec Program Fees	27,770	28,930	25,000	(467)	(25,467)	-1.87%
Overages (Shortages)	(1,145)	(1,372)	-	(292)	(292)	
Food and Beverage Sales	292,505	306,141	245,000	166,783	(78,217)	68.07%
Clubhouse and Banquet Rental	28,729	24,291	27,000	5,908	(21,092)	21.88%
Alcoholic Beverage Sales	332,814	332,115	289,000	202,113	(86,887)	69.94%
Season Passes	109,799	110,772	109,000	450	(108,550)	0.41%
Greens Fees	757,386	824,833	669,000	471,974	(197,026)	70.55%
Merchandise Sales	150,417	141,340	125,000	87,979	(37,021)	70.38%
Cart Rental	446,538	470,217	399,000	280,600	(118,400)	70.33%
Equipment Rental	3,604	3,230	3,000	1,805	(1,195)	60.17%
Sales Tax	46,635	48,454	40,000	25,462	(14,538)	63.66%
Miscellaneous Revenue	100,824	98,393	102,000	56,757	(45,243)	55.64%
Interest	32,591	104,588	75,000	-	(75,000)	0.00%
Other Reimbursement	-	1,050	-	-	-	
Fund Total	\$ 2,573,721	\$ 2,760,675	\$ 2,361,000	\$ 1,452,353	\$ (908,647)	61.51%
Total - Major Operating Funds	\$ 126,539,137	\$ 135,804,120	\$ 138,445,319	\$ 74,507,882	\$ (63,937,437)	53.82%

⁽¹⁾ December is 50% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
December 31, 2024

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 126,400	\$ 56,886	\$ (69,514)	45%	\$ 2,489,267	\$ 1,237,828	\$ (1,251,439)	50%
Police Operations	1112	315,903	188,577	(127,326)	60%	9,408,725	5,046,072	(4,362,653)	54%
Police Support Services	1114	36,000	16,421	(19,579)	46%	2,779,669	1,280,315	(1,499,354)	46%
Crossing Guards	1119	-	-	-	N/A	130,522	41,656	(88,866)	32%
Emergency Preparedness	1140	-	-	-	N/A	436,585	344,195	(92,391)	79%
Fire Support	1141	474,100	454,289	(19,811)	96%	1,591,431	832,567	(758,864)	52%
Fire Suppression	1142	1,000	1,491	491	149%	4,264,786	2,112,322	(2,152,465)	50%
Emergency Medical Services	1144	2,802,506	1,117,930	(1,684,576)	40%	8,891,828	4,346,290	(4,545,538)	49%
Code Enforcement	1460	1,880,600	1,324,025	(556,575)	70%	2,276,973	1,147,622	(1,129,351)	50%
Animal Control	2224	3,000	1,084	(1,916)	36%	32,000	10,441	(21,559)	33%
Subtotal		\$ 5,639,509	\$ 3,160,703	\$ (2,478,806)	56%	\$ 32,301,786	\$ 16,399,306	\$ (15,902,480)	51%
Culture & Recreation:									
Library	2331	\$ 280,017	\$ 174,858	\$ (105,159)	62%	\$ 2,969,044	\$ 1,483,288	\$ (1,485,756)	50%
Park Administration	2440	56,000	14,546	(41,454)	26%	438,956	224,874	(214,082)	51%
Park Maintenance	2441	-	-	-	N/A	2,215,361	1,247,511	(967,850)	56%
Recreation Programs	2442	617,000	257,077	(359,923)	42%	981,319	530,674	(450,645)	54%
Community Centers	2443	210,000	154,800	(55,200)	74%	608,612	284,139	(324,473)	47%
Aquatic Centers	2444	1,360,000	548,772	(811,228)	40%	1,553,889	1,064,572	(489,317)	69%
Prairie Ridge Sports Complex	2445	416,876	191,661	(225,216)	46%	1,236,585	631,032	(605,553)	51%
Hawkeye Concessions	2446	59,400	44,067	(15,333)	74%	66,318	28,893	(37,425)	44%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,999,293	\$ 1,385,781	\$ (1,613,512)	46%	\$ 10,070,684	\$ 5,494,983	\$ (4,575,701)	55%
Public Works:									
Airport Authority	3548	\$ 723,972	\$ 374,744	\$ (349,228)	52%	\$ 724,016	\$ 362,008	\$ (362,008)	50%
Subtotal		\$ 723,972	\$ 374,744	\$ (349,228)	52%	\$ 724,016	\$ 362,008	\$ (362,008)	50%
Community & Economic Development:									
Development Engineering	3545	\$ 48,000	\$ 23,345	\$ (24,655)	49%	\$ 1,052,507	\$ 548,165	\$ (504,342)	52%
Housing Authority	3648	-	-	-	N/A	43,968	38,968	(5,000)	89%
Economic Development	4886	-	-	-	N/A	484,050	204,375	(279,675)	42%
Community Development	4887	22,000	23,410	1,410	106%	1,349,078	632,577	(716,501)	47%
Subtotal		\$ 70,000	\$ 46,755	\$ (23,245)	67%	\$ 2,929,603	\$ 1,424,086	\$ (1,505,517)	49%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 475,097	\$ 227,039	\$ (248,058)	48%
Mayor and City Council	4881	-	-	-	N/A	206,055	129,112	(76,943)	63%
Human Resources	4882	-	-	-	N/A	547,561	272,234	(275,327)	50%
City Manager	4883	-	-	-	N/A	1,304,996	592,061	(712,935)	45%
City Clerk	4884	131,900	69,421	(62,479)	53%	531,263	256,182	(275,081)	48%
Finance	4885	40,239,901	23,277,203	(16,962,698)	58%	651,805	331,755	(320,050)	51%
Information Technology	4889	436,613	172,747	(263,866)	40%	1,746,446	677,747	(1,068,699)	39%
City Hall Building	4891	-	-	-	N/A	157,800	82,580	(75,220)	52%
Subtotal		\$ 40,808,414	\$ 23,519,372	\$ (17,289,042)	58%	\$ 5,621,023	\$ 2,568,709	\$ (3,052,314)	46%
Total General Fund		\$ 50,241,188	\$ 28,487,354	\$ (21,753,834)	57%	\$ 51,647,112	\$ 26,249,093	\$ (25,398,019)	51%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 31,000	\$ -	\$ (31,000)	0%	\$ 1,807,417	\$ 960,119	\$ (847,298)	53%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 726,000	\$ 347,193	\$ (378,807)	48%
Roadway Administration	3261	9,492,971	4,921,963	(4,571,008)	52%	2,266,916	1,001,517	(1,265,399)	44%
Roadway Maintenance	3262	-	1,316	1,316	N/A	3,348,624	1,983,096	(1,365,528)	59%
Snow and Ice Control	3263	-	-	-	N/A	2,533,955	548,691	(1,985,264)	22%
Traffic Safety	3265	-	-	-	N/A	1,841,649	1,160,767	(680,882)	63%
Total Road Use Tax Fund		\$ 9,492,971	\$ 4,923,279	\$ (4,569,692)	52%	\$ 10,717,144	\$ 5,041,264	\$ (5,675,880)	47%

Revenue					Expenditures				
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>
Tax Increment Financing									
Community and Economic Development	4280	\$ 8,947,117	\$ 4,210,630	\$ (4,736,487)	47%	\$ 3,760,333	\$ 99,538	\$ (3,660,795)	3%
Police and Fire Retirement									
Public Safety:	4290	\$ 3,078,945	\$ 1,577,356	\$ (1,501,589)	51%	\$ 3,112,669	\$ 1,535,916	\$ (1,576,753)	49%
Debt Service									
Debt Service:	4300	\$ 17,605,049	\$ 9,014,260	\$ (8,590,789)	51%	\$ 26,086,257	\$ 2,206,023	\$ (23,880,234)	8%
Solid Waste									
Enterprise:	3500	\$ 1,558,000	\$ 752,297	\$ (805,703)	48%	\$ 1,539,776	\$ 706,572	\$ (833,204)	46%
Water									
Enterprise:									
Utility Deposits	3505	\$ 216,000	\$ 106,949	\$ (109,051)	50%	\$ 178,000	\$ 98,000	\$ (80,000)	55%
Water Administration	3510	22,772,375	12,710,076	(10,062,299)	56%	13,266,097	4,757,975	(8,508,122)	36%
Water Maintenance	3512	-	-	-	N/A	2,996,867	1,475,603	(1,521,264)	49%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	3,121,130	386,681	(2,734,449)	12%
Total Water Fund		<u>\$ 22,988,375</u>	<u>\$ 12,817,025</u>	<u>\$ (10,171,350)</u>	56%	<u>\$ 19,562,094</u>	<u>\$ 6,718,259</u>	<u>\$ (12,843,835)</u>	34%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 17,689,135	\$ 9,126,381	\$ (8,562,754)	52%	\$ 9,342,284	\$ 5,248,495	\$ (4,093,789)	56%
Wastewater Operations	3552	-	-	-	N/A	1,699,883	873,667	(826,216)	51%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		<u>\$ 17,689,135</u>	<u>\$ 9,126,381</u>	<u>\$ (8,562,754)</u>	52%	<u>\$ 11,042,167</u>	<u>\$ 6,122,162</u>	<u>\$ (4,920,005)</u>	55%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 4,452,539	\$ 2,146,948	\$ (2,305,591)	48%	\$ 1,085,920	\$ 560,603	\$ (525,317)	52%
Street Cleaning	3584	-	-	-	N/A	270,825	113,923	(156,902)	42%
Total Storm Water Fund		<u>\$ 4,452,539</u>	<u>\$ 2,146,948</u>	<u>\$ (2,305,591)</u>	48%	<u>\$ 1,356,745</u>	<u>\$ 674,526</u>	<u>\$ (682,219)</u>	50%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 1,000	\$ 1,243	\$ 243	124%	\$ 839,224	\$ 420,328	\$ (418,896)	50%
Golf Course Pro Shop	2592	1,669,500	1,007,938	(661,562)	60%	762,889	404,811	(358,078)	53%
Golf Course Banquet Services	2595	690,500	443,172	(247,328)	64%	995,793	455,684	(540,109)	46%
Total Golf Course Fund		<u>\$ 2,361,000</u>	<u>\$ 1,452,353</u>	<u>\$ (908,647)</u>	62%	<u>\$ 2,597,906</u>	<u>\$ 1,280,823</u>	<u>\$ (1,317,083)</u>	49%
Total		<u>\$ 138,445,319</u>	<u>\$ 74,507,882</u>	<u>\$ (63,937,437)</u>	54%	<u>\$ 133,229,620</u>	<u>\$ 51,594,294</u>	<u>\$ (81,635,326)</u>	39%

**City of Ankeny
Investment Schedule
December 2024**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance December 31, 2024
Capital Projects													
1346315-1	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	\$ 3,000,000.00	\$ -	\$ -	\$ 211,991.00	\$ 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	-	(226,243.75)	235,618.75	4,773,756.25	-
48511043811	Veridian Credit Union	CD	CD	5.641%	9/27/2023	9/27/2024	365	4,000,000.00	-	-	225,240.48	4,000,000.00	-
	RBC Wealth Managem	FHLB	Federal Security	4.830%	9/3/2024	2/14/2025	164	5,000,000.00	12,270.83	(3,950.00)	-	-	5,008,320.83
313-91634	RBC Wealth Managem	T-Note	T-Note	5.015%	3/5/2024	3/15/2025	375	5,000,000.00	-	(159,523.44)	43,750.00	-	4,840,476.56
	Robert W. Baird & Co.	FNMA	Federal Security	4.407%	9/3/2024	8/25/2025	356	5,000,000.00	416.67	(188,525.65)	-	-	4,811,891.02
104092373377	Community Choice Cr	CD	CD	4.250%	9/27/2024	9/27/2025	364	4,000,000.00	-	-	-	-	4,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.119%	9/3/2024	2/15/2026	530	5,000,000.00	4,194.97	(170,858.59)	-	-	4,833,336.38
	RBC Wealth Managem	T-Note	T-Note	3.891%	9/3/2024	8/15/2026	711	5,000,000.00	11,294.16	43,848.75	-	-	5,055,142.91
Subtotal								\$ 41,000,000.00	\$ 28,176.63	\$ (705,252.68)	\$ 716,600.23	\$ 11,773,756.25	\$ 28,549,167.70
Equipment Reserve													
1363657-1	IPAIT	CD	CD	5.275%	6/24/2024	6/23/2025	364	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
	Robert W. Baird & Co.	T-Bill	T-Bill	5.314%	4/15/2024	7/11/2024	87	\$ 2,962,574.50	\$ -	\$ -	\$ 37,425.50	\$ 2,962,574.50	\$ -
6900962723	BMO	CD	CD	5.320%	1/26/2024	7/23/2024	179	5,000,000.00	-	-	128,450.40	5,000,000.00	-
13637253	Bankers Trust	CD	CD	5.320%	1/26/2024	7/26/2024	182	5,000,000.00	-	-	130,890.40	5,000,000.00	-
	Robert W. Baird & Co.	Korea Dev Bank NY	Commercial Paper	5.150%	1/29/2024	8/1/2024	185	2,920,604.16	-	-	79,395.84	2,920,604.16	-
	Robert W. Baird & Co.	Natixis	Commercial Paper	5.607%	12/6/2023	8/20/2024	258	4,806,858.35	-	-	193,141.65	4,806,858.35	-
313-91634	RBC Wealth Managem	T-Note	T-Note	5.104%	1/29/2024	8/31/2024	215	5,000,000.00	-	(52,996.87)	134,246.87	4,947,003.13	-
260003236	Community State	CD	CD	5.740%	9/27/2023	9/26/2024	365	5,000,000.00	-	-	286,778.07	5,000,000.00	-
	Robert W. Baird & Co.	T-Note	T-Note	5.240%	4/15/2024	10/31/2024	199	3,000,000.00	-	(13,748.44)	79,373.44	2,986,251.56	-
6900908841	BMO	CD	CD	5.880%	11/16/2023	11/16/2024	366	2,000,000.00	-	-	117,891.22	2,000,000.00	-
0015592889-1001	Green State Credit Uni	CD	CD	5.150%	1/26/2024	1/27/2025	367	3,000,000.00	-	-	-	-	3,000,000.00
	23515 South Story Bank & Tru	CD	CD	4.750%	9/16/2024	3/16/2025	181	5,000,000.00	-	-	-	-	5,000,000.00
	40029282 Two Rivers Bank & Tru	CD	CD	4.625%	9/27/2024	3/27/2025	181	5,000,000.00	-	-	-	-	5,000,000.00
	900020710 Northwest Bank	CD	CD	5.040%	4/10/2024	4/10/2025	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	5.113%	4/15/2024	4/15/2025	365	3,000,000.00	-	(71,017.50)	39,375.00	-	2,928,982.50
	RBC Wealth Managem	T-Bill	T-Bill	4.248%	12/13/2024	5/29/2025	167	5,000,000.00	-	(95,336.81)	-	-	4,904,663.19
0015592889-1002	Green State Credit Uni	CD	CD	4.525%	9/16/2024	6/16/2025	273	5,000,000.00	-	-	-	-	5,000,000.00
40029308	Two Rivers Bank & Tru	CD	CD	4.450%	9/27/2024	6/27/2025	273	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	Natixis	Commercial Paper	4.468%	12/12/2024	8/7/2025	238	4,856,538.90	-	-	-	-	4,856,538.90
	Robert W. Baird & Co.	T-Note	T-Note	4.282%	12/13/2024	8/31/2025	261	5,000,000.00	3,591.16	(139,860.95)	-	-	4,863,730.21
	RBC Wealth Managem	MUFG Bank	Commercial Paper	4.442%	12/12/2024	9/5/2025	267	4,840,541.65	-	-	-	-	4,840,541.65
0015592889-1003	Green State Credit Uni	CD	CD	4.500%	9/16/2024	9/16/2025	365	5,000,000.00	-	-	-	-	5,000,000.00
	40029324 Two Rivers Bank & Tru	CD	CD	4.250%	9/27/2024	9/27/2025	365	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.256%	12/13/2024	11/30/2025	352	5,000,000.00	669.64	(179,750.00)	-	-	4,820,919.64
3000907325	Lincoln Savings Bank	MM	Money market	3.600%	N/A	N/A	MM	7,581,310.24	-	-	147,818.93	-	7,581,310.24
39246-101	IPAIT	MM	Money market	4.330%	N/A	N/A	MM	80,497,456.94	-	-	898,246.58	58,000,000.00	22,497,456.94
	Farmers State Bank	MM	Money market	4.080%	N/A	N/A	MM	24,844,316.17	-	-	585,283.20	-	24,844,316.17
Subtotal								\$ 214,310,200.91	\$ 4,260.80	\$ (552,710.57)	\$ 2,858,317.10	\$ 93,623,291.70	\$ 120,138,459.44
Police/Fire Pension													
1363657-1	IPAIT	CD	CD	5.275%	6/24/2024	6/23/2025	364	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
48511043811	Veridian Credit Union	CD	CD	5.641%	9/27/2023	9/27/2024	365	\$ 1,000,000.00	\$ -	\$ -	\$ 56,310.12	\$ 1,000,000.00	\$ -
	1363657-1	IPAIT	CD	5.275%	6/24/2024	6/23/2025	364	1,000,000.00	-	-	-	-	1,000,000.00
104092373377	Community Choice Cr	CD	CD	4.250%	9/27/2024	9/27/2025	364	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 56,310.12	\$ 1,000,000.00	\$ 2,000,000.00

**City of Ankeny
Investment Schedule
December 2024**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance December 31, 2024
Water Fund													
1363657-1	IPAIT	CD	CD	5.275%	6/24/2024	6/23/2025	364	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 261,810,200.91	\$ 32,437.43	\$ (1,257,963.25)	\$ 3,631,227.45	\$ 106,397,047.95	\$ 154,187,627.14
<u>Totals by Institution</u>													
Bankers Trust								\$ 5,000,000.00	\$ -	\$ -	\$ 130,890.40	\$ 5,000,000.00	\$ -
BMO								7,000,000.00	-	-	246,341.62	7,000,000.00	-
Community Choice Credit Union								5,000,000.00	-	-	-	-	5,000,000.00
Community State								5,000,000.00	-	-	286,778.07	5,000,000.00	-
Farmers State Bank								24,844,316.17	-	-	585,283.20	-	24,844,316.17
First Interstate Bank								-	-	-	-	-	-
First National Bank								-	-	-	-	-	-
Great Southern Bank								-	-	-	-	-	-
Green State Credit Union								13,000,000.00	-	-	-	-	13,000,000.00
IPAIT								87,997,456.94	-	-	1,110,237.58	61,000,000.00	26,997,456.94
Lincoln Savings Bank								7,581,310.24	-	-	147,818.93	-	7,581,310.24
Northwest Bank								5,000,000.00	-	-	-	-	5,000,000.00
RBC Wealth Management								32,840,541.65	23,564.99	(338,975.87)	217,371.87	4,947,003.13	27,578,127.64
Robert W. Baird & Co.								43,546,575.91	8,872.44	(918,987.38)	624,955.18	18,450,044.82	24,186,416.15
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								5,000,000.00	-	-	-	-	5,000,000.00
Two Rivers Bank & Trust								15,000,000.00	-	-	-	-	15,000,000.00
Veridian Credit Union								5,000,000.00	-	-	281,550.60	5,000,000.00	-
Wells Fargo Bank								-	-	-	-	-	-
Total								\$ 261,810,200.91	\$ 32,437.43	\$ (1,257,963.25)	\$ 3,631,227.45	\$ 106,397,047.95	\$ 154,187,627.14
<u>Totals by Type</u>													
CD								\$ 72,500,000.00	\$ -	\$ -	\$ 1,157,551.69	\$ 25,000,000.00	\$ 47,500,000.00
Commercial paper								17,424,543.06	-	-	272,537.49	7,727,462.51	9,697,080.55
Money market								112,923,083.35	-	-	1,631,348.71	58,000,000.00	54,923,083.35
Federal security								10,000,000.00	12,687.50	(192,475.65)	-	-	9,820,211.85
T-Bill								7,962,574.50	-	(95,336.81)	37,425.50	2,962,574.50	4,904,663.19
T-Note								41,000,000.00	19,749.93	(970,150.79)	532,364.06	12,707,010.94	27,342,588.20
								\$ 261,810,200.91	\$ 32,437.43	\$ (1,257,963.25)	\$ 3,631,227.45	\$ 106,397,047.95	\$ 154,187,627.14



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file Building Permit Report for December 2024.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Enhance Quality of Life

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. December 2024 Building Permits Report

**City of Ankeny
Building Permit Report**

Month of December 2024

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	December-24		December-23		1/1/2024-12/31/2024		1/1/2023-12/31/2023		7/1/2024-12/31/2024	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	8	\$3,185,020	25	\$9,723,176	393	\$151,797,179	401	\$137,758,562	145	\$57,775,575
New Single Family Attached/Duplex	30	\$5,888,548	4	\$1,672,696	259	\$64,204,908	211	\$56,467,360	183	\$44,567,105
New Multi - Family	1	\$50,386	0	\$0	9	\$18,439,709	2	\$11,805,685	6	\$16,824,943
Total New Residential Permits	39	\$9,123,954	29	\$11,395,872	661	\$234,441,796	614	\$206,031,607	334	\$119,167,623
Additions/Alterations/Other (1)	22	\$354,352	49	\$921,534	757	\$8,983,447	787	\$10,396,963	393	\$4,741,981
Total New Dwelling Units	38		29		834		663		500	
NON-RESIDENTIAL										
New Commercial *	4	\$35,224,336	0	\$0	18	\$81,983,426	27	\$54,749,860	13	\$71,318,346
COM Additions/Alterations/Other	6	\$1,685,616	6	\$542,860	101	\$49,178,171	84	\$43,789,718	49	\$17,428,690
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	5	\$317,908	1	\$17,000	3	\$236,160
New School	0	\$0	0	\$0	0	\$0	2	\$6,930,500	0	\$0
SCH Additions/Alterations/Other	0	\$0	0	\$0	2	\$3,612,000	5	\$325,913	0	\$0
Total Non Residential Permits	10	\$36,909,952	6	\$542,860	126	\$135,091,505	119	\$105,812,991	65	\$88,983,196
MISC PERMITS (2)	36	\$108,517	41	\$109,895	807	\$1,270,391	914	\$1,638,026	376	\$507,806
TOTALS	107	\$46,496,775	125	\$12,970,161	2351	\$379,787,139	2434	\$323,879,587	1168	\$213,400,606

(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 duplexes; RMF includes apartments & stacked condo units

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Date xlRange from December 2024

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	12/2/2024	\$388,960	24-6196-NEW	2723 NW Greenwood St	Redwood Builders	Redwood Builders
Single Family Detached	New Building	12/2/2024	\$374,928	24-6300-NEW	2815 NW Greenwood St	Leto Built	Leto Built
Single Family Detached	New Building	12/3/2024	\$421,053	24-6180-NEW	514 NE 58th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	12/11/2024	\$414,474	24-6437-NEW	3417 NE 12th St	Sead Hambasic	DS Solid Construction LLC
Single Family Detached	New Building	12/11/2024	\$412,377	24-6438-NEW	3413 NE 12th St	Sead Hambasic	DS Solid Construction LLC
Single Family Detached	New Building	12/11/2024	\$400,434	24-6439-NEW	3409 NE 12th St	Sead Hambasic	DS Solid Construction LLC
Single Family Detached	New Building	12/12/2024	\$408,279	24-6474-NEW	4308 NE 12th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/30/2024	\$364,515	24-6298-NEW	307 SW 17th St	Caliber Homes	Caliber Homes
Single Family Attached	New Building	12/2/2024	\$279,126	24-6246-NEW	4302 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/2/2024	\$279,126	24-6247-NEW	4306 NE 13th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/9/2024	\$137,812	24-6281-NEW	4445 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6282-NEW	4441 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6283-NEW	4437 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6285-NEW	4433 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6286-NEW	4429 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6287-NEW	4425 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6288-NEW	4321 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6290-NEW	4317 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6291-NEW	4313 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6292-NEW	4309 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6293-NEW	4305 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/9/2024	\$137,812	24-6294-NEW	4301 NW 19th Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6442-NEW	1804 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6443-NEW	1808 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,436	24-6444-NEW	1812 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6445-NEW	1816 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6446-NEW	1820 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6447-NEW	1824 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6448-NEW	1828 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$159,748	24-6449-NEW	1832 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$339,535	24-6453-NEW	1902 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$286,635	24-6454-NEW	1906 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$286,635	24-6455-NEW	1910 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$286,635	24-6456-NEW	1914 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$286,635	24-6457-NEW	1918 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$286,635	24-6458-NEW	1922 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$286,635	24-6459-NEW	1926 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Single Family Attached	New Building	12/26/2024	\$339,535	24-6460-NEW	1930 NW Waterview Ln	Benson Orth General Contractors	Benson Orth General Contractors
Multi-Family	Footing/Found	12/16/2024	\$50,386	24-6491-FND	1900 NW 4th St Bldg 7	Faith Baptist Bible College	Curt Fincham
Single Family Detached	Building Alteration	12/3/2024	\$5,225	24-6357-ALT	620 NW Cherry Glen Dr	SafeBasements of Iowa	SafeBasements of Iowa

Single Family Detached	Porch	12/4/2024	\$6,000	24-6386-PRCH	1506 NW Spruce Dr	515 Exteriors	515 Exteriors
Single Family Detached	Porch	12/4/2024	\$3,920	24-6387-PRCH	513 SE Lawrence Dr	Great Day Improvements	Great Day Improvements
Single Family Detached	Gazebo	12/5/2024	\$2,000	24-4794-GAZ	2002 SW Sage Cir	Theresa Anstoeter	Theresa Anstoeter
Single Family Detached	Building Alteration	12/6/2024	\$5,802	24-6179-ALT	1506 NE Stoneridge Ct	Austin Holt	Austin Holt
Single Family Detached	Building Alteration	12/6/2024	\$20,664	24-6360-ALT	712 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Building Alteration	12/9/2024	\$1,102	24-6462-ALT	1601 NE Lowell Ct	Golden Rule PHC	Golden Rule PHC
Single Family Detached	Solar	12/9/2024	\$30,000	24-6463-SOL	4036 NE 4th St	Purelight Power	Purelight Power
Single Family Detached	Building Addition	12/11/2024	\$119,153	24-6040-ADD	3409 SW Fox Run Dr	Shepherd Construction	Shepherd Construction
Single Family Detached	Solar	12/11/2024	\$25,000	24-6501-SOL	3023 NW Reinhart Dr	Purelight Power	Purelight Power
Single Family Detached	Solar	12/19/2024	\$18,000	24-6662-SOL	4005 NE 6th St	Purelight Power	Purelight Power
Single Family Detached	Building Addition	12/26/2024	\$29,369	24-6657-ADD	1127 NW Boulder Point Pl	K and V Construction LLC	K and V Construction LLC
Single Family Detached	Building Alteration	12/26/2024	\$26,240	24-6723-ALT	2606 NW 44th St	Leighton Manning-Bey	Leighton Manning-Bey
Single Family Detached	Building Alteration	12/30/2024	\$27,342	24-6559-ALT	3218 NE 6th Ln	Joseph Huss	Joseph Huss
Single Family Detached	Building Alteration	12/30/2024	\$14,616	24-6484-ALT	506 SE 3rd St	3 Sons Construction	3 Sons Construction
Single Family Detached	Shed	12/2/2024	\$6,720	24-6353-SHD	1515 NE Frisk Dr	Jeff Jacobson	Kevin Grall Custom Sheds & Storing
Single Family Detached	Shed	12/27/2024	\$1,440	24-6720-SHD	409 SW State St	Alan Widener	Tuff Shed (Home Depot)
Single Family Detached	Deck	12/3/2024	\$2,016	24-6343-DECK	2017 NW Logan St	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Detached	Deck	12/10/2024	\$2,688	24-5624-DECK	4319 NE 16th St	Ahmed Agyeman	Bryon J Bennink
Single Family Detached	Deck	12/10/2024	\$2,400	24-5906-DECK	909 NE Canterbury Dr	Vishal Patel	Ankeny Deck Specialist
Single Family Detached	Deck	12/12/2024	\$3,456	24-6510-DECK	4809 SW Scott St	Deck & Drive Solutions	Deck and Drive Solutions
Single Family Detached	Deck	12/16/2024	\$1,200	24-5169-DECK	510 SW Franklin Dr	Beau Iske	Beau Iske
Industrial	New Building	12/6/2024	\$1,900,000	24-5937-NEW	3754 SE Convenience Blvd	OPN Architects	DCI Group
Industrial	New Building	12/13/2024	\$22,318,621	24-2398-NEW	5575 SE Delaware Ave	Brinkmann Constructors	Brinkmann Constructors
Other	New Building	12/17/2024	\$9,751,759	24-0162-NEW	3755 NW Irvinedale Dr	CB&I Storage Tank Solutions LLC	CB&I Storage Tank Solutions LLC
Office	New Building	12/26/2024	\$1,253,956	24-5161-NEW	1201 S Ankeny Blvd	David Selk	Primus Companies, Inc.
Office	Building Alteration	12/2/2024	\$180,000	24-6007-ALT	7400 SE Convenience Blvd 102	Opus Design Build LLC	Opus Design Build, LLC
Restaurant	Building Alteration	12/4/2024	\$100,000	24-0265-ALT	2625 SW State St	McNeeley Hunter	McNeeley Hunter
Storage	Building Alteration	12/11/2024	\$81,000	24-6264-ALT	1430 SE Cortina Dr	Septagon Construction	Septagon Construction
Other	Building Alteration	12/13/2024	\$15,000	24-6373-ALT	3800 NW 18th St	SBA Network Services	SBA Network Services
Restaurant	Building Alteration	12/20/2024	\$800,000	24-5721-ALT	2120 NE 36th St Ste 105	Nina Berg	Nina Berg
Industrial	Building Alteration	12/26/2024	\$509,616	24-6492-ALT	7305 SE Crosswinds Dr UNIT 101	Estes Construction	Estes Construction
Single Family Detached	Fence/Wall	12/3/2024	\$0	24-6368-FNCE	2504 NW Reinhart Dr	Dusty Petek	Dusty Petek
Single Family Detached	Fence/Wall	12/6/2024	\$0	24-6388-FNCE	406 NE Grant St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	12/11/2024	\$0	24-6435-FNCE	712 NW Beechwood St	Jonathan Dawson	Jonathan Dawson
Single Family Detached	Fence/Wall	12/16/2024	\$0	24-6531-FNCE	1915 SW Vintage Pkwy	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	12/16/2024	\$0	24-6532-FNCE	2713 NW 41st St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	12/16/2024	\$0	24-6541-FNCE	2001 NE Trilein Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	12/23/2024	\$0	24-6656-FNCE	2805 NW 25th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	12/23/2024	\$0	24-6668-FNCE	3320 NE 6th Ln	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	12/30/2024	\$0	24-6741-FNCE	312 SW Prairie Trail Pkwy	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	12/30/2024	\$0	24-6747-FNCE	1119 NE Milan Ave	Church Jacqueline	Church Jacqueline
Single Family Detached	Fence/Wall	12/31/2024	\$0	24-6748-FNCE	4103 NW 13th St	Superior Fence & Rail of Central Ia	Superior Fence & Rail of Central Ia

Retail	Sign	12/3/2024	\$12,000 24-6348-SIGNP	802 E 1st St	Ron's Sign Co	Ron's Sign Co
Retail	Sign	12/9/2024	\$5,140 24-6089-SIGNP	1605 SE Delaware Ave Ste I	Chesnut Signs	Chesnut Signs
Multi-Family	Sign	12/17/2024	\$15,000 24-6385-SIGNP	1810 NW Savannah Ln	Midwest Sign Company	Midwest Sign Company
Storage	Sign	12/20/2024	\$3,550 24-6451-SIGNP	810 SE Corporate Woods Dr 120	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Storage	Sign	12/20/2024	\$3,550 24-6452-SIGNP	810 SE Corporate Woods Dr 120	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Retail	Sign	12/20/2024	\$9,000 24-6544-SIGNP	2120 NE 36th St	CR Signs & Lighting Inc	CR Signs & Lighting Inc
Office	Sign	12/20/2024	\$788 24-6554-SIGNP	2701 SE Convenience Blvd 11	Lisa Hanrahan	Iowa Sign Company
Office	Sign	12/20/2024	\$322 24-6562-SIGNP	2702 SE Convenience Blvd 11	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	12/20/2024	\$9,967 24-6630-SIGNP	2120 NE 36th St	CR Signs & Lighting Inc	CR Signs & Lighting Inc
Industrial	Sign	12/23/2024	\$500 24-6684-SIGNP	4707 SE Rio Ct STE 103	Complete Automated Machine	Complete Automated Machine
Retail	Sign	12/26/2024	\$1,500 24-6539-SIGNP	107 NE Delaware Ave Ste 1	Wilfredo Melgar	iSigns First LLC
Multi-Family	Sign	12/27/2024	\$2,800 24-6204-SIGNP	1640 SW Magazine Rd	Signarama Urbandale	Signarama Urbandale
Multi-Family	Sign	12/27/2024	\$2,800 24-6381-SIGNP	1640 SW Magazine Rd	Signarama Urbandale	Signarama Urbandale
Multi-Family	Sign	12/27/2024	\$2,800 24-6397-SIGNP	1630 SW Magazine Rd	Signarama Urbandale	Signarama Urbandale
Multi-Family	Sign	12/27/2024	\$2,800 24-6399-SIGNP	1630 SW Magazine Rd	Signarama Urbandale	Signarama Urbandale
Church	Sign	12/30/2024	\$36,000 24-6672-SIGNP	1100 SE Sharon Dr	Lashier Graphics & Signs	Lashier Graphics & Signs
Single Family Detached	Drive Approach	12/2/2024	\$0 24-6222-RSTRM	1410 NW 4th St	Gallegos Construction	Gallegos Construction
Single Family Detached	Drive Approach	12/4/2024	\$0 24-6344-RSTRM	2605 SW 3rd St	Sleister Properties, LLC	Sleister Properties, LLC
Multi-Family	Fuel Tanks	12/4/2024	\$0 24-6320-FUEL	1010 SW Magazine Rd	Haverkamp Construction	Haverkamp Construction
Multi-Family	Fuel Tanks	12/5/2024	\$0 24-6272-FUEL	1810 NW Savannah Ln	Benson Orth General Contractors	Benson Orth General Contractors
Multi-Family	Fuel Tanks	12/5/2024	\$0 24-6340-FUEL	1630 SW Magazine Rd	JCorp Inc	Ferrellgas Inc
Office	Fuel Tanks	12/9/2024	\$0 24-6428-FUEL	2750 NE 36th St	Graham Construction	Graham Construction
Multi-Family	Fuel Tanks	12/11/2024	\$0 24-6433-FUEL	2820 NE 38th St	JCorp Inc	JCorp Inc
Mixed Use	Fuel Tanks	12/11/2024	\$0 24-6485-FUEL	1810 NW Savannah Ln	Benson Orth General Contractors	Benson Orth General Contractors
Government	Fuel Tanks	12/12/2024	\$0 24-6519-FUEL	2320 NW Weigel Dr	HPC, L.L.C.	Hpc LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file the Utility Billing Report for December 2024.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Utility Billing Report FY25

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	30,222	224,735,097	\$ 1,630,322	\$ 7.25	\$ 338,826	27,884	\$ 141,015	\$ 15,503	\$ 850,795	\$ 560,672	27,333	\$ 350,483	\$ 3,746,602
August	30,355	255,370,075	\$ 1,802,975	\$ 7.06	\$ 339,748	27,971	\$ 155,241	\$ 15,550	\$ 974,283	\$ 562,234	27,418	\$ 351,822	\$ 4,046,611
September	30,226	241,307,728	\$ 1,833,426	\$ 7.60	\$ 340,013	27,993	\$ 148,139	\$ 15,563	\$ 832,100	\$ 562,702	27,440	\$ 352,331	\$ 3,936,136
October	30,284	228,540,596	\$ 1,669,823	\$ 7.31	\$ 340,206	28,033	\$ 142,722	\$ 15,591	\$ 866,471	\$ 563,588	27,489	\$ 352,789	\$ 3,808,468
November	30,347	169,223,193	\$ 1,249,780	\$ 7.39	\$ 339,441	28,068	\$ 117,614	\$ 15,636	\$ 866,748	\$ 565,267	27,568	\$ 354,131	\$ 3,391,003
December	30,271	128,045,426	\$ 932,087	\$ 7.28	\$ 339,297	28,085	\$ 98,900	\$ 15,655	\$ 797,159	\$ 565,670	27,595	\$ 354,979	\$ 3,004,848
January													
February													
March													
April													
May													
June													
FY Total	181,705	1,247,222,115	\$ 9,118,414	\$ 43.89	\$ 2,037,531	168,034	\$ 803,632	\$ 93,498	\$ 5,187,556	\$ 3,380,134	164,843	\$ 2,116,534	\$ 21,933,667
FY 25 Average	30,284	207,870,353	\$ 1,519,736	\$ 7.32	\$ 339,588	28,006	\$ 133,939	\$ 15,583	\$ 864,593	\$ 563,356	27,474	\$ 352,756	\$ 3,655,611
FY 24 Average	29,518	184,849,235	\$ 1,277,823	\$ 6.90	\$ 322,576	27,466	\$ 117,868	\$ 15,297	\$ 814,787	\$ 551,982	26,961	\$ 294,717	\$ 3,277,182
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

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Change Order #2 increasing the contract amount by \$11,900.00 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank Project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

This change order is to add additional couplings on the roof of tank.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CB&I - CO #2

CHANGE ORDER FORM



Project Title: NW Irvinedale Drive - Elevated Water Storage Tank
Contractor: CB&I Storage Tank Solutions LLC
Address: 915 N. Eldridge Parkway, Houston, TX 77079
Finance Budget Code: 611.3611.4450 **Finance Project #:** 661.445
Vendor Project #: 0 **Purchase Order #:** 0
Original Contract Date: October 16, 2023 **Vendor Account #:** 522

Date of Council Meeting: January 21, 2025 **Change Order #:** 2

Purpose of Change Order:

See attached email dated June 13, 2024 from Brett Keller (CB&I) and CB&I's drawings 00E203 and 00E204, enclosed.
 Item 1: Add additional couplings, each with 3" threaded brass plug, on the tank roof for rigging and fall protection. The couplings shall be spaced at maximum 12 feet intervals along each painters ring, as shown in CB&I's drawings 00E203 and 00E204, enclosed.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Add additional couplings on roof of tank.	LS	1.00	\$ 11,900.00	\$ 11,900.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order #: 2 **makes the following adjustments to the Contract:** **\$ 11,900.00**

Contractor Accepted: CB&I Storage Tank Solutions LLC

Firm Name: Brett Keller
 Signature: _____ Date: 11/2/2024

Record of Change Orders:

Original Contract Amount		\$ 9,751,758.59
#	Change Order Date	Amount
1	March 18, 2024	\$ (83,000.00)
2	November 4, 2024	\$ 11,900.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Engineer Approved: HDR Engineering, Inc.

Firm Name: Fleming, Scott
 Signature: _____ Date: 11/2/2024
Digitally signed by Fleming, Scott
Reason: I have reviewed this document
Date: 2024.12.13 13:19:10-06'00'

Owner Accepted: City of Ankeny

Mayor
 Signature: _____ Title: Mayor
 Date: January 21, 2025

Attest for Owner:

City Clerk
 Signature: _____ Title: City Clerk
 Date: January 6, 2025

Revised Contract Amount **\$ 9,680,658.59**

Fleming, Scott

From: Keller, Brett S <Brett.Keller@mcdermott.com>
Sent: Thursday, June 13, 2024 3:50 PM
To: Fleming, Scott; Baker, Rob
Subject: Ankeny, IA additional couplings in roof

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

Scott,
Cost for adding couplings through roof along each painters rail is \$11,900.00. Let me know if they want to go this route and I can get something official to you.

Brett Keller

Construction Supervisor
Office: +1 815-439-6493
Mobile: +1 815-325-5220
Email: brett.keller@mcdermott.com
14109 S. Route 59 | Plainfield, IL 60544-8984 | USA



www.cbi.com

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ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider a motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Foth Infrastructure and Environment, LLC for additional construction services on the North Four Mile Trunk Sewer - Phase 1 project.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

Foth Infrastructure and Environment, LLC. (Foth) has been working on the North Four Mile Trunk Sewer - Phase 1 project from design through construction. The contractor had used an additional 20 working days to complete the project. Per the contract documents there was a \$500.00/day Liquid Damages charge for not completing the project in the allotted time. J&K Contracting had a deduct of \$10,000.00 from their contract to cover these additional costs that were incurred so there is a net zero charge to the City for this amendment.

The scope of Amendment No. 3 includes construction administration and construction observation.

The original Professional Services Agreement was for design and cost \$127,100.00, Amendment No. 1 was for real estate services and cost \$11,500.00, Amendment No. 2 was for construction services and cost \$162,000.00. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to \$310,600.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Foth in the amount of \$10,000.00 for the North Four Mile Trunk Sewer - Phase 1 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Foth for additional construction services for the North Four Mile Creek Trunk Sewer - Phase 1 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 17, 2023: City Council approved the Professional Services Agreement with Foth for construction services for the North Four Mile Creek Trunk Sewer - Phase 1 project.

FISCAL IMPACT

The project is included in the City's 2024 - 2028 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. AMEND3-2025-0108-Ankeny-Four Mile Creek Trunk Sewer-Additional Construction Services
2. CA-10 - _Amendment_No._2
3. CA-8 - _AMEND1-2022-1004-Ankeny-Four_Mile_Creek_Trunk_Sewer-Real_Estate_Services_(002)
4. Agr-2022-0127-Ankeny-North Four Mile Creek Trunk Sewer_signed

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 3

North Four Mile Creek Trunk Sewer

This **AMENDMENT**, made and entered into this 21st day of January, 2025, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>Additional Construction Services</u>	<u>\$ 10,000.00</u>
TOTAL	\$ 10,000.00

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

THIS AMENDMENT, together with the original AGREEMENT, AMENDMENT NO.1, and AMENDMENT NO. 2, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF ANKENY, IOWA

BY: Andy Floy
Andy S. Floy, P.E.
Lead Civil Engineer

BY: _____
Bobbi B. Bentz
Mayor

WITNESS

ATTEST

Patrick P. Kueter

Name: Patrick P. Kueter, P.E.

Name: Michelle Yuska

Title: Client Director

Title: City Clerk

Attachment No. 1

Scope of Services

I. ADDITIONAL CONSTRUCTION SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following Additional Construction Services due in part to twenty (20) extra working days used by the Contractor, in which liquidated damages will be used to offset additional costs:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include the following. Scope descriptions for each task can be found in Amendment 2:

- Engineer Site Visits
- Progress Meetings
- Payment Applications and Change Order Preparation
- Project Management

B. RESIDENT ENGINEERING/OBSERVATION

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

Attachment No. 2

Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. 2024 Construction Period

Spring and Summer of 2024

Attachment No. 3 Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - 175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 2**North Four Mile Creek Trunk Sewer**

This **AMENDMENT**, made and entered into this 17th day of April, 2023, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>2023 Construction Period Services</u>	\$ 162,000.00
TOTAL	\$ 162,000.00

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

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

THIS AMENDMENT executed the day and year written above.

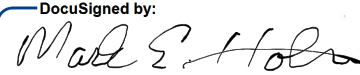
Foth Infrastructure and Environment, LLC
Project Number 0022A004.00

North Four Mile Creek Trunk Sewer
Ankeny, Iowa

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

 Digitally signed by Andy S. Floy
Date: 2023.03.29 15:54:30-05'00'
BY: _____
Andy S. Floy, P.E.
Lead Civil Engineer

CITY OF ANKENY, IOWA

DocuSigned by:

BY: _____
4C9E47CBE956471...
Mark E. Holm
Mayor

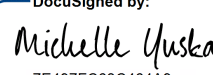
WITNESS

 Digitally signed by Patrick P. Kueter
DN: C=US, E=patrick.kueter@foth.com, O=Foth Infrastructure and Environment, LLC*, CN=Patrick P. Kueter
Date: 2023.03.29 16:11:28-05'00'
Patrick P. Kueter

Name: Patrick P. Kueter, P.E.

Title: Client Director

ATTEST

DocuSigned by:

BY: _____
7E497EC63C464A9...

Name: Michelle Yuska

Title: City Clerk

Attachment No. 1

Scope of Services

I. 2023 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2023 Construction Period Services:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 – Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that

conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 – Progress Meetings

The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer.

Task 5 – Payment Applications and Change Order Preparation

The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 6 – Plan Changes

During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, one (1) plan change is assumed as part of this project in 2023.

Task 7 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2023. The Consultant shall prepare record drawings showing those changes made during 2023 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

Task 8 – Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

The above Construction Administration Services is for the 2023 Calendar Year only and includes a maximum of 256 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the estimated hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

B. RESIDENT ENGINEERING/OBSERVATION

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

For budget purposes, it is assumed that construction will take 110 working days and will occur between March and October in 2023. It is estimated that one full-time (40 hours/week) staff member of the Consultant will be available for a duration of twenty-two (22) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 1,034 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation in excess of the estimated hours of effort for 2023 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. Construction Survey

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50-foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

Task 3 - Grading – Task not used.

Task 4 - Sanitary Sewer

Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

Task 5 - Water Mains – Task not used.

Task 6 - Intakes and Utility Accesses – Task not used.

Task 7 - Pavement (PCC) – Task not used.

Task 8 – Temporary Traffic Signals – Task not used.

The above Construction Survey tasks shall be a one time only staking with a 48-hour notice from the contractor.

Foth Infrastructure and Environment, LLC
Project Number 0022A004.00

North Four Mile Creek Trunk Sewer
Ankeny, Iowa

Attachment No. 2

Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. 2023 Construction Period Services

April 2023 to December 2023

Attachment No. 3

Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

2023 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - 175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

North Four Mile Creek Trunk Sewer

This **AMENDMENT**, made and entered into this 17th day of October, 2022, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the “City”, and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the “Consultant”, for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

- 1. SCOPE OF SERVICES
Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

- 2. SCHEDULE
The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

- 3. COMPENSATION
 - 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>Real Estate Services</u>	\$ 11,500.00
TOTAL	\$ 11,500.00

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

THIS AMENDMENT, together with the original AGREEMENT, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

Foth Infrastructure and Environment, LLC
Project Number 0022A004.00

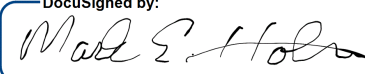
North Four Mile Creek Trunk Sewer
Ankeny, Iowa

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC


BY: Andy S. Floy, P.E.
Lead Civil Engineer

Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy,
OU=Members, DC=foth, DC=com
Reason: I am approving this
document
Date: 2022.10.10 08:22:59-05'00'

CITY OF ANKENY, IOWA


BY: Mark E. Holm
Mayor

DocuSigned by:
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WITNESS

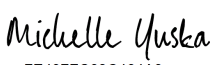

Patrick P. Kueter

Digitally signed by Patrick P. Kueter
DN: C=US, E=patrick.kueter@foth.com,
O=Foth Infrastructure and Environment,
LLC, CN=Patrick P. Kueter
Date: 2022.10.10 09:02:57-05'00'

Name: Patrick P. Kueter, P.E.

Title: Client Director

ATTEST


Michelle Yuska

DocuSigned by:
7E497EC63C464A9...

Name Michelle Yuska

Title: City Clerk

Attachment No. 1

Scope of Services

I. REAL ESTATE SERVICES (JCG LAND SERVICES, INC.)

The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the City. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition.

The real estate acquisition services will follow the Iowa DOT's Office of Right-of-Way's instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

The following table summarizes the anticipated project right-of-way acquisitions, for which this scope of service task has been developed:

Parcel No.	Owner Name Parcel Address	Appraisal	Comp. Estimate	Fee Title (FE)	Temp. Ease. (TE)	Perm. Ease. (PE)
10	Dennis S. and Manda J. Elwell 5700 NE Sherman Ct		1		1	
11	Denny Elwell Family N/A		1		1	1
28	Courtyards at Harvest Ridge, LLC Outlot Y		1		1	
29	Courtyards at Harvest Ridge, LLC Outlot V		0		1	
	Totals		3	0	4	1

The work tasks to be performed by the Sub-Consultant under Real Estate Services shall include the following:

Task 1 - Preparation of Parcel Files

Parcels will be established based upon unity of ownership, unity of use, and contiguous land. Once the parcel has been defined, two separate files will be established according to the Iowa DOT Right-of-way Design Section Manual. It is estimated that parcel files will be prepared for 3 parcels. The parcel file records shall demonstrate compliance with applicable state/federal laws and requirements. The files shall include the following items:

- All Correspondence
- Title Documents
- Design Summary Information & Plat
- Appraisals and Review Appraisals
- Negotiator's Notes
- Administrative Settlement (if used)
- Copy of Signed Contracts
- Title Opinion
- Conveyance & Closing Documents
- Relocation Forms (if used)
- Relocation Agent's Notes (if used)
- Condemnation Documents (if used)

- **Right-of-Way Record Checklist**

Task 2 - Compensation Estimates

Compensation estimates to offer just compensation will be prepared to acquire minor temporary acquisitions using Iowa DOT forms and standards. It is estimated that a compensation estimate will be prepared for three (3) properties.

Per IDOT I.M. No. 3.605, Compensation Estimates may be used for minor, uncomplicated acquisitions that are estimated between \$10,001 and \$25,000; however, if the landowner requests an appraisal, the LPA shall provide an appraisal. We have NOT included any appraisals or appraisal review reports in our estimates. Any landowner-requested appraisals beyond what has been assumed herein will be invoiced as a pass-through, reimbursable cost.

Task 3 - Appraisal Review (Task Not Included)

Independent property appraisal review will be obtained from qualified professionals for each value finding type appraisal and for each before and after type of appraisal. Findings for compensation estimate types of evaluations will be reviewed by an independent right-of-way professional.

Task 4 - Right-of-Way Negotiations/Acquisitions

The Sub-Consultant shall serve as the Consultant's and the City's professional representative for right-of-way negotiations/acquisitions. The Sub-Consultant shall abide by the provisions of the Iowa Code Chapter 543B regarding the requirements for persons who purchase real estate for another, including disclosure of agency provisions. The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance, and shall document the parcel files that the disclosure of agency was made.

The Sub-Consultant shall prepare all acquisition contracts and other documents necessary to secure the required right-of-way in compliance with state and federal law.

The Sub-Consultant shall deliver to each owner of interest, including tenants, acquisition brochures, offers to purchase, proposed contracts, and offers of relocation, and answer acquisition related questions from each owner of interest. The Sub-Consultant shall not offer an owner of interest an amount in excess of the approved compensation estimate without the prior approval of the City.

Upon successful completion of negotiations on a parcel, the Sub-Consultant shall audit the contract for correctness and verify all appropriate interests were acquired from the proper parties prior to submission to the City for approval.

When an agreement cannot be reached with an owner of interest through normal negotiation procedures, the Sub-Consultant shall review the parcel, giving full consideration to all pertinent data and make a recommendation as to whether a settlement should be attempted at an amount in excess of the original offer or whether to acquire the parcel by condemnation proceedings.

Task 5 - Closing

The Sub-Consultant shall serve as the Consultant's and the City's professional representative as the closing agent during the performance of the closing process. The Sub-Consultant shall abide by the provisions of Iowa Code Chapter 543B regarding the requirements of persons who perform closings of real estate transactions (including the disclosure of agency provisions). The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance.

The Sub-Consultant shall prepare all documents necessary to secure the required right-of-way in compliance with state and federal law. The Sub-Consultant shall notify all mortgage(s), liens(s), and security interest(s) holders of the pending transaction, and prepare and obtain releases necessary to obtain merchantable title to real and personal property acquired.

The Sub-Consultant shall provide closing payment information and payee instructions to the City (acquiring authority) in their transmittal letter with the completed parcel file for the closing and payment process to be performed by the City. The City shall complete final closing and transfer document recording.

Foth Infrastructure and Environment, LLC
Project Number 0022A004.00

North Four Mile Creek Trunk Sewer
Ankeny, Iowa

The Sub-Consultant shall schedule closings, obtain signatures of each owner of interest on conveyance documents and explain and answer questions related to the closing process. The City shall provide proper and prompt payment to owners of interest.

The City shall comply with all Internal Revenue Service (IRS) rules and regulations pertaining to Form 1099 reporting requirements. The City shall gather data required for reporting, report data to property owners, the IRS, and the Iowa Department of Revenue, and deliver the City these records for the period of time required by the IRS.

The City shall record each document necessary to transfer title.

Task 6 - Condemnation Services (Task Not Included)

Condemnation Services are not included in this Scope of Services and these services will be completed under a supplemental agreement to this contract and shall include any appraisal service updates, updating of title opinions, and testimony required for the condemnation process.

Attachment No. 2

Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. Real Estate Services

October 2022 to December 2022

Attachment No. 3 Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

North Four Mile Creek Trunk Sewer

This Agreement is made and entered into this 7th day of March, 2022, by and between City of Ankeny, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$ 127,100.00
II. Construction Services	<u>Added via Amendment</u>
Total	\$ 127,100.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Ankeny
Attn: Don Clark, P.E.
Title: Director of Municipal Utilities
Address: 1210 NW Prairie Ridge Drive
City, State: Ankeny, IA 50023

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Andy Floy, P.E.
Title: Lead Civil Engineer
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgments or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

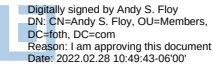
24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

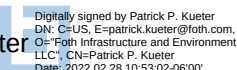
CITY OF ANKENY

BY:  
Name: Andy Floy, P.E.
Title: Lead Civil Engineer

BY: _____
Mark E. Holm, Mayor

WITNESS

ATTEST

By:  
Name: Patrick P. Kueter, P.E.
Title: Client Director

By: _____
Name: _____
Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The North Four Mile Creek Trunk Sewer project is generally described as follows:

The project involves the design of a 30-inch sanitary sewer to provide capacity in the wastewater collection system north of NE 54th Street adjacent to N Ankeny Boulevard/US-69.

This scope of services is based on the following project assumptions:

- Design shall consist of the gravity sewer extension from the existing sanitary sewer located on the north side of NE 54th Street and run along the east side of N Ankeny Boulevard/US-69.
- Anticipated length of extension is approximately 4,200 feet
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be eight (8) months.

Task 2 – Project Review Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Ankeny Municipal Utilities and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed two (2) meetings will be attended by two (2) staff members of the Consultant.

Task 3 - Periodic Meetings with Local Elected Officials – Task Not Included

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend zero (0) meetings.

Task 4 - Project Permitting Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- Iowa Department of Transportation
- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that three (3) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings – Task Not Included

The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition Segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with 0 individual property owners involved in the right-of-way acquisitions will be required.

- Zero (0) meetings with zero (0) property owners.

Task 6 – Design Development Exhibit Preparation

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Individual Parcel Exhibits

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Two (2) Exhibits

PHASE 20 – DESIGN SURVEYS

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform limited topographic surveys required for the development of the conceptual design. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping. Assume that additional topographic surveys will be required for preparation of final construction plans.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Task 7 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of the following number of soil borings:

- Eight (8) borings.

Task 8 – Utility Relocation Staking (Task not included)

Task 9 - Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter following the City review and approval.

Task 10 - Easement Staking

This task consists of staking the easement locations for purposes or property negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and will also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 11 – Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

PHASE 22 – ACQUISITION PLATS

For budgetary purposes, it is assumed that two (2) parcels are within the project limits.

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 0 each (FE)
- Temporary Construction Easement = 0 each (TE)
- Sanitary Easements = 1 each (PE)

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
1	Denny Elwell Family LC	n/a	1	1
2	Dennis S and Manda J Elwell	n/a	1	0
Totals		n/a	2	1

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions will be “of” descriptions and not be metes & bounds descriptions. The plats and legal descriptions will comply with requirements of the Iowa Code and will be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats will also be completed in accordance with the City requirements.

PHASE 25 – GEOTECHNICAL SERVICES

Task 1 – Soil Borings (Subconsultant Terracon Consultants, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after sewer alignment has been selected. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing eight (8) borings 30-ft deep. The borings will be for purposes of the utility design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

This subsurface exploration will include laboratory testing, engineering analysis, trench design and a written report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Trench excavation and backfill
- Bearing soils for sanitary sewer and manholes
- Pipe and Manhole structure subgrade preparation
- Settlement and global slope stability review, if applicable
- Expansive soil design considerations, if applicable
- Discussions of potential need for dewatering

PHASE 30 – ENVIRONMENTAL SERVICES

The Consultant will complete the following environmental services.

Task 1 - Wetland and Waters of the U.S. Delineation

The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation. Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
- Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
- Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
- Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

Task 2 - Threatened & Endangered Species Habitat Assessment

The Consultant will retain a subcontractor to perform a Threatened and Endangered (T&E) habitat assessment of the project area. The T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A walking survey of the project area will be conducted to assess the potential for T&E species. An acoustic survey will be conducted in accordance with the FWS 2021 Range-Wide Indiana Bat Survey Guidance to evaluate the presence/probable absence of T&E bat species. A report will be prepared to document the findings of the database search, field survey and acoustic survey.

Task 3 - Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Task 4 – Section 404 Permit Application

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The proposed utility project would likely be covered under Nationwide Permit (NWP) 12 for Utility Line Activities. Under NWP 12, mitigation is generally not required for temporary WUS or emergent wetland impacts if the ground surface is restored to pre-construction elevations upon completion of the project.

PHASE 44 – PELIMINARY DESIGN (SANITARY SEWER)

The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

The Consultant will complete the preparation of preliminary plans for the sanitary sewer improvements. The primary focus will be on utility improvements, including development of typical trench sections, identification of related street/utility improvements, and other necessary construction elements. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts. The plans will show existing topographic features, utility improvements and right-of-way/easement requirements.

Task 1 - Data Collection & Review (Task not used)

Task 2 - Develop Design Criteria

The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to the Statewide Urban Design Standards. The criteria to be addressed include:

- Typical utility improvement details.
- Maintenance of traffic/property access during construction, including access requirements, allowable street closures, and other issues (i.e. emergency vehicles, property owners, pedestrians and/or bicycles).
- Provisions for resolution of utility conflicts, including necessary relocations.

The Consultant will distribute conceptual plans to utility companies for their review, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 3 - Develop Trench Sections

The Consultant will develop typical trench sections for the utility improvements. This task consists of preparation of typical trench sections, including permanent sanitary sewer easement widths, right-of-way widths, and utility locations.

Task 4 – Preparation of Preliminary Design Plans

The Consultant will prepare conceptual design plans, which will be approximately 60 percent complete and shall consist of the following tasks:

Plan Preparation - Title Sheet and Typical Sections (A and B Sheets)

Prepare title and typical section sheets for each of the proposed project segments.

Plan Preparation – Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with their appropriate tabulations.

Plan Preparation - Plan and Profile (D Sheets)

Prepare preliminary plan and profile drawings at a scale of 1"=50' horizontal and 1"=5' vertical. These drawings will show base mapping and proposed sanitary sewer alignments. Include sanitary sewer, storm sewer, water main and other existing utility information, existing and proposed right-of-way, easements, and sewer profiles. These drawings will also show existing topographic information and proposed grading utility improvements along the project corridor.

Plan Preparation - Special Construction Details (U Sheets)

This task consists of the design and drafting associated with the preliminary assembly of modified standards and special details.

Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of conceptual plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the conceptual engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 - Public Utility Review

This task includes review of existing public utilities, including electric, gas, telephone and cable. Also includes analyzing the effects of the proposed improvements will have on the existing utilities and identifying potential public utility corridors.

Task 6 - Field Exam

This task includes a Field Exam will with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 7 – Opinion of Probable Construction Costs

The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Conceptual cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the conceptual cost estimate.

PHASE 48- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS

Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the project.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties, Bench Marks and Alignment Information (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. Provide the centerline alignment tangent and curve data.

Traffic Control, Staging and Trail Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, and haul road information.

Final Erosion Control (R Sheets) – This item consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration locations.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, bank grading, special stabilization details, and other required miscellaneous details found to be required for completion of the project.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit
- Use of Highway Right-of-Way for Utilities Accommodation
- Section 404
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall provide technical criteria, written descriptions and design data for use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Task 4 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

PHASE 60 - PROJECT BIDDING

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting per sewer phase has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant, with six (6) of those being delivered to the City. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposes, one (1) addendum will be issued.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Project Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Wetland & WUS Delineation Report
- T&E Habitat Assessment
- Phase I Cultural Resource Survey
- Section 404 Permit Application
- Five (5) sets of the original Final Construction drawings (half-size 11"x17") and two (2) final Project Manuals.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

ADDITIONAL SERVICES:

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) State Revolving Fund (SRF) Applications
- 2.) Right of Way Services
- 3.) Review Appraisals
- 4.) Eminent Domain proceedings
- 5.) Mitigation Plan
- 6.) USACE Meetings or additional data collection
- 7.) Alternative Analysis for Individual Permit
- 8.) NEPA Evaluation
- 9.) T&E Botanical or Insect Surveys
- 10.) As-Constructed Documentation for the Section 404 Permit
- 11.) Major HEC-RAS Water Surface Modeling
- 12.) Contaminated Soils Investigations
- 13.) Streetscape Design
- 14.) Traffic Signal Design
- 15.) Structural/Retaining Wall Design
- 16.) Bridge Design
- 17.) Special Geotechnical Considerations
- 18.) Subsurface Utility Investigations
- 19.) Storm Water Pollution Prevention Monitoring
- 20.) Construction Period Services
- 21.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	February 22, 2022
A. Project Coordination	March – October 2022
B. Design Survey	March – April 2022
C. Legal Survey and Platting	May – June 2022
D. Environmental Services	April – July 2022
E. Preliminary Design	April – May 2022
F. Final Design and Specifications	July - August 2022
G. Letting	October 2022

ATTACHMENT 3 - SCHEDULE OF FEES

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$27,646.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr - NW 9th St & NW Ash Dr Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bolton & Menk - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Prairie Ridge Dr-NW 9th St & NW Ash Dr Intersection Improvements
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 939.3939.4210 Finance Project #: 939.4210
Vendor Project #: Purchase Order #: NA
Original Contract Date: August 5, 2024 Vendor Account #: 9283

Date of Council Meeting: January 20, 2025 Payment Application #: 3

Payment Period: From: October 3, 2024 Through: November 27, 2024

Contract Summary:

Original Contract Amount:	\$	402,531.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	402,531.00	
Total Completed and Stored to Date:	\$	52,879.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	52,879.00	
Less Previous Applications for Payment:	\$	25,233.00	
SUBTOTAL:	\$		27,646.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 27,646.00

Balance to Finish, Including Retainage: \$ 349,652.00

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name

Signature Date

City of Ankeny Staff Approval: Matthew Grgurich
Signature Date 1/2/2025

Submit to: Matthew Grgurich, Civil Engineer II
E-mail: MGrgrich@ankenyiowa.gov Phone Number: 515-963-3549

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 7, 2024	\$ 12,001.00
2	November 18, 2024	\$ 13,232.00
3		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 25,233.00

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: _____

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



Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)
 Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
 Matt Grgurich
 MGrgrich@AnkenyIowa.gov
 Ankeny, IA 50023

November 19, 2024
 Project No: 24X.135758.000
 Invoice No: 0350187
 Client Account: ANKENY_CI_IA

Ankeny/PRA9 Intersection Improvements

Project and Contract Management (0000001) Professional Services

	Hours	Amount	
Principal	.50	90.50	
Totals	.50	90.50	
Total Labor			90.50
Total this Task			\$90.50

Design Phase Services (0000004) Professional Services

	Hours	Amount	
Principal	6.00	1,086.00	
Senior Project Engineer	38.00	6,939.00	
Design Engineer	1.00	142.00	
Totals	45.00	8,167.00	
Total Labor			8,167.00
Total this Task			\$8,167.00

Subconsultant - CMT (0000007) Reimbursable Expenses

Testing		4,425.00	
Total Reimbursables		4,425.00	4,425.00
Total this Task			\$4,425.00
Total this Invoice			\$12,682.50

Billings to Date

	Current	Prior	Total
Labor	8,257.50	25,233.00	33,490.50
Expense	4,425.00	0.00	4,425.00
Totals	12,682.50	25,233.00	37,915.50

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.


**BOLTON
& MENK**

Real People. Real Solutions.



Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
Matt Grgurich
MGrgrich@AnkenyIowa.gov
Ankeny, IA 50023

December 18, 2024
Project No: 24X.135758.000
Invoice No: 0352306
Client Account: ANKENY_CI_IA

Ankeny/PRA9 Intersection Improvements

Project and Contract Management (0000001) Professional Services

	Hours	Amount	
Principal	.50	90.50	
Totals	.50	90.50	
Total Labor			90.50
Total this Task			\$90.50

Survey and Data Collection (0000003) Professional Services

	Hours	Amount	
Graduate Surveyor	3.50	570.50	
Totals	3.50	570.50	
Total Labor			570.50
Total this Task			\$570.50

Design Phase Services (0000004) Professional Services

	Hours	Amount	
Principal	16.50	2,986.50	
Senior Project Engineer	62.00	11,316.00	
Totals	78.50	14,302.50	
Total Labor			14,302.50
Total this Task			\$14,302.50
Total this Invoice			\$14,963.50

Billings to Date

	Current	Prior	Total
Labor	14,963.50	33,490.50	48,454.00
Expense	0.00	4,425.00	4,425.00
Totals	14,963.50	37,915.50	52,879.00

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (28 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



NW Prairie Ridge Dr-NW 9th St & NW Ash Dr Intersection Improvements

Monthly Progress Report

Date: December 18, 2024
To: Matt Grugurich
From: Zach Parsons

Billing Through: 10/3/2024-11/27/2024
Invoice No.: 0352306
BMI Project No. 24X.135758.000

Work Completed Last Period

Design Criteria Memo

Upcoming Major Work Items

Preliminary Plans, Utility Coordination. Right of Way Coordination

Value Added / Potential Scope-Schedule Changes

N/A

Budget Status/Percent Complete

Task Number and Description	Budget Amount	Billed This Period	Billed Prior	Total Billed to Date	Budget Remaining	Percent of Budget Complete	Estimated Percent of Work Complete
Task 1: Project/Contract Management	\$ 19,826.00	\$ 181.00	\$ 846.50	\$ 1,027.50	\$ 18,798.50	5%	10%
Task 2: Project Coordination & Public Participation and Involvement	\$ 35,398.00	\$ -	\$ -	\$ -	\$ 35,398.00	0%	5%
Task 3: Survey and Data Collection	\$ 31,348.00	\$ 570.50	\$ 16,374.00	\$ 16,944.50	\$ 14,403.50	54%	50%
Task 4: Design Phase Services	\$ 247,268.00	\$ 22,469.50	\$ 8,012.50	\$ 30,482.00	\$ 216,786.00	12%	10%
Task 5: Bidding Phase Services	\$ 3,466.00	\$ -	\$ -	\$ -	\$ 3,466.00	0%	0%
Task 6: JCG Land Services	\$ 60,800.00	\$ -	\$ -	\$ -	\$ 60,800.00	0%	0%
Task 7: Construction Materials Testing (CMT)	\$ 4,425.00	\$ 4,425.00	\$ -	\$ 4,425.00	\$ -	100%	100%
TOTAL	\$ 402,531.00	\$ 27,646.00	\$ 25,233.00	\$ 52,879.00	\$ 349,652.00	13%	13%

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 612-597-6136 or email at Zach.Parsons@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Zach Parsons, PE
Principal Transportation Engineer



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #5 in the amount of \$1,768,701.59 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CB&I - Pymt #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Drive - Elevated Water Storage Tank
Contractor: CB&I Storage Tank Solutions LLC
Address: 915 N. Eldridge Parkway, Houston, TX 77079
Finance Budget Code: 611.3611.4450 Finance Project #: 661.445
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: October 16, 2023 Vendor Account #: 522

Date of Council Meeting: January 21, 2025 Payment Application #: 5

Payment Period: From: June 29, 2024 Through: November 16, 2024

Contract Summary:

Original Contract Amount: \$ 9,751,758.59
Net Change by Change Orders: \$ (83,000.00)
Contract Amount to Date: (line 1 ± 2) \$ 9,668,758.59

Total Completed and Stored to Date: \$ 4,126,712.50
Retainage: 5 % of Completed Work: \$ 206,335.63
Total Earned Less Retainage: \$ 3,920,376.87
Less Previous Applications for Payment: \$ 2,151,675.28
SUBTOTAL: \$ 1,768,701.59

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 1,768,701.59

Balance to Finish, Including Retainage: \$ 5,748,381.72

Contract Time Remaining (Substantial): 349.0 #

Contract Time Remaining (Full): 379.0 #

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: CB&I Storage Tank Solutions LLC

Firm Name

Brett Keller
Signature

1/10/2025
Date

Engineer / Consultant Approval: HDR Engineering, Inc.

Firm Name

Fleming, Scott
Signature

1/10/2025
Date
*Digitally signed by Fleming, Scott
Reason: I have reviewed this document
Date: 2025.01.10 13:55:18-05'00'

City of Ankeny Staff Approval:

Donald Clark
Signature

1/10/25
Date

Submit to: Don Clark

E-mail: dclark@ankenyiowa.gov Phone Number: 515.963.3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	March 18, 2024	\$ 583,062.50
2	April 26, 2024	\$ 544,660.03
3	May 31, 2024	\$ 430,882.00
4	July 11, 2024	\$ 593,070.75
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 2,151,675.28

Record of Change Orders:

No.	Date	Amount
1	March 18, 2024	\$ (83,000.00)
2		
3		
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CHANGE ORDER TOTAL = \$ (83,000.00)

Contract Time Remaining:

Contract Period:	755
Construction Start Date:	November 6, 2023
Contract Full Completion Date:	November 30, 2025

Substantial Completion:

Contract Working Days:	725.0
Added by Change Order:	0.0
Total Working Days:	725.0
Working Days Used to Date:	376.0
Working Days Remaining:	349.0

Full Completion:

Contract Working Days:	755.0
Added by Change Order:	0.0
Total Working Days:	755.0
Working Days Used to Date:	376.0
Working Days Remaining:	379.0



INVOICE

MAIL TO: HDR Attn Rob Baker 2901 South loop Drive, Suite 3300 Attn: Rob Baker Ph. 515-473-5785 Ema Rob.Baker@hdrinc	SOLD TO: City of Ankeny, IA Attn: Don Clark 1210 NW Prairie Ridge Rd Job Location: ANKENY, IA Project No.: 10345779
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INVOICE NO. 252422-05
APPLICATION NO. 5
INVOICE DATE 12/03/24
DUE DATE 01/02/25

TERMS Net 30
A/P VENDOR NO. 0

Work From Date: 06/29/24
Work Thru Date: 11/16/24
CBI Contract No. 374252422
CBI Customer No. 11491052

DESCRIPTION

New Elevated Water Storage Tank (Oakton and Busse) Contract

Original Contract Price \$9,751,758.59
Change Order (\$83,000.00)
Total Contract Price \$9,668,758.59

SCHEDULE OF VALUES	UNITS OF MEASURE	TOTAL UNITS	UNIT PRICE	TOTAL PRICE	TOTAL UNITS OR % COMPLETE	AMOUNT DUE
General Provisions and Covenants						
1.01 Mobilization, Demobilization, General Provisions and Covenants	LS	1	\$175,000.00	\$175,000.00	65%	\$113,750.00
Earthwork						
2.01 General Clearing and Grubbing	LS	1	\$26,525.00	\$26,525.00	80%	\$21,220.00
2.02 Topsoil and Finished Grading	CY	1358	\$7.43	\$10,085.87	7%	\$719.74
2.03 Excavation and Haul-Off, Class 10	CY	2700	\$15.92	\$42,984.00	0%	\$0.00
2.04 Excavation and Embankment, Class 10	CY	700	\$40.32	\$28,224.00	0%	\$0.00
2.05 4" Granular Subbase for 9" PCC and 7" PCC Pavements	SY	2057	\$40.32	\$82,938.24	0%	\$0.00
Sewers and Drains						
4.01 15" Storm Sewer Pipe, RCP	LF	271	\$125.20	\$33,929.20	0%	\$0.00
4.02 15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	EA	2	\$1,591.50	\$3,183.00	0%	\$0.00
4.03 6" Subdrains, Case B, Type 1	LF	376	\$10.03	\$3,771.28	0%	\$0.00
4.04 6" Subdrains, Case C, Type 1	LF	387	\$8.22	\$3,181.14	0%	\$0.00
4.05 6" Subdrains, Detention Pond	LF	203	\$8.62	\$1,749.86	0%	\$0.00
4.06 6" Subdrain Cleanouts, Type A-1	EA	11	\$835.01	\$9,185.11	0%	\$0.00
4.07 6" Subdrain Outlets Into Structure	EA	5	\$795.75	\$3,978.75	0%	\$0.00
Water Mains and Appurtenances						
5.01 Water Main and Fittings Removal At and Including Connection	LS	1	\$14,854.00	\$14,854.00	0%	\$0.00
5.02 24" Water Main Open Cut, PVC or DIP, RJ	LF	1	\$721.48	\$248,910.60	0%	\$0.00
5.03 4" Water Main Open Cut, PVC or DIP, RJ	LF	1	\$122.02	\$5,490.90	0%	\$0.00
5.04 24" 45 Degree Bend	EA	1	\$9,283.75	\$27,851.25	0%	\$0.00
5.05 24" x 6" Tee	EA	1	\$8,391.18	\$16,782.36	0%	\$0.00
5.06 12" x 4" Tee, Cut Into Existing 12" Main	EA	1	\$10,079.50	\$10,079.50	0%	\$0.00
5.07 24" Gate Valve	EA	1	\$34,117.52	\$34,117.52	0%	\$0.00
5.08 4" Gate Valve	EA	1	\$3,705.01	\$3,705.01	0%	\$0.00
5.09 Fire Hydrant Assembly Removal	EA	1	\$1,591.50	\$4,774.50	0%	\$0.00
5.10 Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings	EA	1	\$5,305.00	\$15,915.00	0%	\$0.00
Structures for Sanitary and Storm Sewers						
6.01 48" Circular Storm Sewer Manhole Over Existing Sewer, Type	EA	1	\$12,732.00	\$12,732.00	0%	\$0.00
6.02 Single Open-Throat Curb Intake, Small Box, Type SW-507	EA	3	\$2,652.50	\$7,957.50	0%	\$0.00
6.03 Circular Area Intake, Type SW-512	EA	3	\$822.28	\$2,466.84	0%	\$0.00
6.04 Detention Basin Outlet Structure	EA	1	\$7,957.50	\$7,957.50	0%	\$0.00
Streets and Related Work						
7.01 9" PCC Pavement, Driveway	SY	1023	\$152.78	\$156,293.94	0%	\$0.00
7.02 7" PCC Pavement, Driveway	SY	787	\$159.15	\$125,251.05	0%	\$0.00
7.03 6" PCC Curb and Gutter	LF	30	\$159.15	\$4,774.50	0%	\$0.00
7.04 6" River Rock Surfacing	SY	49	\$51.99	\$2,547.51	0%	\$0.00
7.05 Detectable Warnings	SF	60	\$63.66	\$3,819.60	0%	\$0.00
Site Work and Landscaping						
8.01 Temporary Seeding, Fertilizing, and Mulching for Convention	AC	1.3	\$11,305.36	\$14,696.97	69%	\$10,126.21
8.02 Permanent Seeding, Fertilizing, and Mulching for Hydraulic S	AC	1.15	\$5,580.86	\$6,417.99	0%	\$0.00
8.03 Rip Rap for Pipe Outlet, Class E	TON	25	\$65.78	\$1,644.50	0%	\$0.00
8.04 Silt Fence	LF	1135	\$5.29	\$6,004.15	43%	\$2,610.00
8.05 Inlet Protection	EA	7	\$122.02	\$854.14	14%	\$122.00
8.06 Stabilized Construction Entrance	EA	1	\$4,836.16	\$4,836.16	100%	\$4,836.16
8.07 Concrete Washout	EA	1	\$2,652.50	\$2,652.50	50%	\$1,326.25
8.08 Chain Link Fence	LF	1061	\$65.25	\$69,230.25	0%	\$0.00
8.09 Swing Gate	EA	1	\$2,652.50	\$2,652.50	0%	\$0.00
8.10 Retaining Wall	LS	1	\$291,775.00	\$291,775.00	0%	\$0.00
8.11 Bollards	EA	2	\$1,061.00	\$2,122.00	0%	\$0.00
8.12 Permanent Seeding, Fertilizing, and Mulching for Hydraulic S	AC	0.15	\$202,078.06	\$30,311.71	0%	\$0.00
8.13 Wattle	LF	406	\$15.69	\$6,370.14	37%	\$2,335.99
8.14 Temporary Rolled Erosion Control Product (RECP)	SY	976	\$8.49	\$8,286.24	0%	\$0.00
8.15 Tree - Maidenhair Tree	EA	5	\$689.65	\$3,448.25	0%	\$0.00
8.16 Tree - Moraine Sweet Gum	EA	7	\$497.61	\$3,483.27	0%	\$0.00
8.17 Tree - Redmond American Linden	EA	4	\$419.10	\$1,676.40	0%	\$0.00
8.18 Tree - White Fir	EA	4	\$530.50	\$2,122.00	0%	\$0.00
8.19 Tree - Eastern Redcedar	EA	7	\$466.84	\$3,267.88	0%	\$0.00

8.21	Shrub - Iroquis Beauty Black Chokeberry	EA	8	\$50.93	\$407.44	0%	\$0.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	EA	13	\$50.93	\$662.09	0%	\$0.00
8.23	Shrub - Hummingbird Summersweet	EA	9	\$55.17	\$496.53	0%	\$0.00
Special Provisions Items							
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	0	0	\$0.00		0%	\$0.00
201	Bonds & Insurance	LS	1	\$437,500.00	\$437,500.00	100%	\$437,500.00
202	Engineering	LS	1	\$587,500.00	\$587,500.00	90%	\$528,750.00
203	Tank Material	LS	1	\$1,485,051.65	\$1,485,051.65	70%	\$1,039,536.16
204	Fabrication & Ship (Concrete Shaft)	LS	1	\$123,500.00	\$123,500.00	75%	\$92,625.00
205	Fabrication & Ship (Tank Erection @ Grade)	LS	1	\$426,000.00	\$426,000.00	0%	\$0.00
206	Fabrication and Ship (Hoist Tank)	LS	1	\$57,600.00	\$57,600.00	0%	\$0.00
207	Temporary Construction Fence	LS	1	\$59,000.00	\$59,000.00	100%	\$59,000.00
208	Deep Foundation (ACP)	LS	1	\$398,300.00	\$398,300.00	100%	\$398,300.00
209	Pile Cap Foundation	LS	1	\$798,700.00	\$798,700.00	100%	\$798,700.00
210	Site Prep for CB&I	LS	1	\$59,000.00	\$59,000.00	90%	\$53,100.00
211	Set Derrick	LS	1	\$98,400.00	\$98,400.00	100%	\$98,400.00
212	Concrete Shaft	LS	1	\$1,078,500.00	\$1,078,500.00	43%	\$463,755.00
213	Tank Erection @ Grade	LS	1	\$698,000.00	\$698,000.00	0%	\$0.00
214	Paint Tank at Grade	LS	1	\$359,000.00	\$359,000.00	0%	\$0.00
215	Hoist and Complete Tank	LS	1	\$193,500.00	\$193,500.00	0%	\$0.00
216	Paint Tank in Air	LS	1	\$269,500.00	\$269,500.00	0%	\$0.00
217	Concrete Floor	LS	1	\$40,000.00	\$40,000.00	0%	\$0.00
218	Equipment Pads	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00
219	Splash Pad	LS	1	\$5,000.00	\$5,000.00	0%	\$0.00
220	Interior base/floor piping.	LS	1	\$100,000.00	\$100,000.00	0%	\$0.00
221	Doors (Overhead & Personnel)	LS	1	\$24,000.00	\$24,000.00	0%	\$0.00
222	Stelize and Fill	LS	1	\$8,000.00	\$8,000.00	0%	\$0.00
300	Bulk Water Station Package Equipment	LS	1	\$327,583.75	\$327,583.75	0%	\$0.00
301	Bulk Water Station Installation (Shipping/Unloading, Concrete)	LS	1	\$79,575.00	\$79,575.00	0%	\$0.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk Water	LS	1	\$171,648.58	\$171,648.58	0%	\$0.00
601	Area Lights Pole Mounted	EA	2	\$10,037.06	\$20,074.12	0%	\$0.00
602	SCADA Equipment Installation (Level Transducer, PLC Panel)	LS	1	\$12,519.80	\$12,519.80	0%	\$0.00
ADD ALTERNATE NO. 1							
1001	6" Granular Subbase for 6" HMA Pavement	SY	488	\$50.93	\$24,853.84	0%	\$0.00
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	LF	426	\$94.43	\$40,227.18	0%	\$0.00
1003	4" Sanitary Sewer Service Stub, PVC	LF	38	\$159.15	\$6,047.70	0%	\$0.00
1004	48" Circular Sanitary Sewer Manhole, Type SW-301	EA	3	\$12,732.00	\$38,196.00	0%	\$0.00
1005	Connection to Existing Sanitary Sewer Manhole	EA	1	\$7,957.50	\$7,957.50	0%	\$0.00
1006	6" HMA Pavement, Driveway	SY	488	\$97.03	\$47,350.64	0%	\$0.00
1007	5" PCC Pavement, Sidewalk/Trail	SY	428	\$159.15	\$68,116.20	0%	\$0.00
0	0	0	0	\$0.00	\$0.00	0%	\$0.00
CO -01	Catwalk Modifications	LS	1	(\$3,000.00)	(\$3,000.00)	0%	\$0.00
CO-02	Welded Stainless Steel Fresh Mix System	LS	1	(\$80,000.00)	(\$80,000.00)	0%	\$0.00
				\$ 9,668,758.59		43%	\$4,126,712.50

Progress Completed to Date	\$4,126,712.50
Less: Retention 5%	\$206,335.63
Total Amount Billed to Date	\$3,920,376.88
Less: Amount Previously Invoiced	\$2,151,675.28
Current Amount Due	\$1,768,701.60

REMITTANCE / PAYMENT INFORMATION:

Regular Mail:
CB&I Storage Tank Solutions LLC
P.O. Box 201213
Dallas, TX 75320-1213

Overnight Mail:
Lockbox Services 201213
CB&I Storage Tank Solutions LLC
2975 Regent Blvd, Suite 100
Irving, TX 75063

Wells Fargo EFT Information

Account Name: CB&I Storage Tank Solutions LLC
Bank: Wells Fargo Bank
Account Number: 4941981706
ABA: 121000248
Swift Code: WFBUS6S
Location: 420 Montgomery Street San Francisco, CA 94104

Questions Regarding Invoices Contact: USAINVOICING@mcdermott.com

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Ankeny, IA
(OWNER) Attn: Don Clark
1210 NW Prairie Ridge Rd
10345779

CUSTOMER PROJECT:
CB&I INVOICE NO: 252422-05
APPLICATION NO. 5

Distribution to:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐ OTHER

FROM (CONTRACTOR):
CB&I Storage Tank Solutions LLC
915 N Eldridge Parkway
Houston, TX 77079

WORK FROM DATE: 06/29/24
WORK THRU DATE: 11/16/24

ENG. PROJECT NO: 10345779

CONTRACT FOR:
New Elevated Water Storage Tank (Oakton and Busse) Contract

CONTRACT DATE: 10/16/23

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		0.00	0.00
TOTAL		0.00	0.00
Approved this Application			
Number	Date Approved		
	03/18/24		(83,000.00)
TOTALS		0.00	(83,000.00)
Net change by Change Orders		(83,000.00)	

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

CONTRACTOR: CB&I Storage Tank Solutions LLC

By: [Signature] Date: 12/03/24
A/R Administrator

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$9,751,758.59
2. Net change by Change Orders	(\$83,000.00)
3. CONTRACT SUM TO DATE (Line 1+/- 2)	\$9,668,758.59
4. TOTAL COMPLETED & STORED TO DATE (Col G on G703)	\$4,126,712.50
5. RETAINAGE:	
a. 5% of Completed Work	\$206,335.63
b. 0% of Stored Material	0.00
(Col D + E on G703)	
Col F on G703	
Total Retainage (Line 5a + 5b or (Total in Col I of G703)	\$206,335.63
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 less Line 5 Total)	\$3,920,376.879
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$2,151,675.28
8. CURRENT PAYMENT DUE	\$1,768,701.60
9. BALANCE TO FINISH, PLUS RETAINAGE	\$5,748,381.71
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: 0

By: _____ Date: _____

OWNER: City of Ankeny, IA

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

INVOICE NUMBER: 252422-05
APPLICATION NUMBER: 5
APPLICATION DATE: 12/03/24
WORK FROM DATE: 06/29/24
WORK THRU DATE: 11/16/24

A ITEM NO.	B DESCRIPTION OF WORK	C TOTAL QUANTITY	D COST PER UNIT	E SCHEDULED VALUE	F WORK FROM PREVIOUS APPLICATIONS	G PREVIOUS % (D div C)	H WORK COMPLETED THIS PERIOD	I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D + E + F)	K TOTAL TO DATE (G div J)	L BALANCE TO FINISH (C - G)	M PREVIOUS RETAINAGE 5%	N CURRENT RETAINAGE 5%	O TOTAL RETAINAGE 5%
1.01	General Provisions and Covenants Mobilization, Demobilization, General Provisions and Covenants	0	175,000	175,000.00	87,500.00	50%	26,250.00		113,750.00	65%	61,250.00	4,375.00	1,312.50	5,687.50
2.01	Earthwork General Clearing and Grubbing	1	26,525	26,525.00	21,220.00	80%	0.00	0.00	21,220.00	80%	5,305.00	1,061.00	0.00	1,061.00
2.02	Topsoil and Finished Grading	1358	7	10,085.87	719.74	7%	0.00	0.00	719.74	7%	9,366.13	35.99	0.00	35.99
2.03	Excavation and Haul-Off, Class 10	2700	16	42,984.00	0.00	0%	0.00	0.00	0.00	0%	42,984.00	0.00	0.00	0.00
2.04	Excavation and Embankment, Class 10	700	40	28,224.00	0.00	0%	0.00	0.00	0.00	0%	28,224.00	0.00	0.00	0.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	2057	40	82,938.24	0.00	0%	0.00	0.00	0.00	0%	82,938.24	0.00	0.00	0.00
4.01	Sewers and Drains 15" Storm Sewer Pipe, RCP	271	125	33,929.20	0.00	0%	0.00	0.00	0.00	0%	33,929.20	0.00	0.00	0.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	1,592	3,183.00	0.00	0%	0.00	0.00	0.00	0%	3,183.00	0.00	0.00	0.00
4.03	6" Subdrains, Case B, Type 1	376	10	3,771.28	0.00	0%	0.00	0.00	0.00	0%	3,771.28	0.00	0.00	0.00
4.04	6" Subdrains, Case C, Type 1	387	8	3,181.14	0.00	0%	0.00	0.00	0.00	0%	3,181.14	0.00	0.00	0.00
4.05	6" Subdrains, Detention Pond	203	9	1,749.86	0.00	0%	0.00	0.00	0.00	0%	1,749.86	0.00	0.00	0.00
4.06	6" Subdrain Cleanouts, Type A-1	11	835	9,185.11	0.00	0%	0.00	0.00	0.00	0%	9,185.11	0.00	0.00	0.00
4.07	6" Subdrain Outlets into Structure	5	796	3,978.75	0.00	0%	0.00	0.00	0.00	0%	3,978.75	0.00	0.00	0.00
5.01	Water Mains and Appurtenances Water Main and Fittings Removal At and Including Connection	1	14,854	14,854.00	0.00	0%	0.00	0.00	0.00	0%	14,854.00	0.00	0.00	0.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	1	721	248,910.60	0.00	0%	0.00	0.00	0.00	0%	248,910.60	0.00	0.00	0.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	1	122	5,490.90	0.00	0%	0.00	0.00	0.00	0%	5,490.90	0.00	0.00	0.00
5.04	24" 45 Degree Bend	1	9,284	27,851.25	0.00	0%	0.00	0.00	0.00	0%	27,851.25	0.00	0.00	0.00
5.05	24" x 6" Tee	1	8,391	16,782.36	0.00	0%	0.00	0.00	0.00	0%	16,782.36	0.00	0.00	0.00
5.06	12" x 4" Tee, Cut into Existing 12" Main	1	10,080	10,079.50	0.00	0%	0.00	0.00	0.00	0%	10,079.50	0.00	0.00	0.00
5.07	24" Gate Valve	1	34,118	34,117.52	0.00	0%	0.00	0.00	0.00	0%	34,117.52	0.00	0.00	0.00
5.08	4" Gate Valve	1	3,705	3,705.01	0.00	0%	0.00	0.00	0.00	0%	3,705.01	0.00	0.00	0.00
5.09	Fire Hydrant Assembly Removal	1	1,592	4,774.50	0.00	0%	0.00	0.00	0.00	0%	4,774.50	0.00	0.00	0.00
5.1	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Structures for Sanitary and Storm Sewers	1	5,305	15,915.00	0.00	0%	0.00	0.00	0.00	0%	15,915.00	0.00	0.00	0.00
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Single Open-Throat Curb Intake, Small Box, Type SW-51	1	12,732	12,732.00	0.00	0%	0.00	0.00	0.00	0%	12,732.00	0.00	0.00	0.00
6.02	Circular Area Intake, Type SW-512	3	2,653	7,957.50	0.00	0%	0.00	0.00	0.00	0%	7,957.50	0.00	0.00	0.00
6.03	Detention Basin Outlet Structure	3	822	2,466.84	0.00	0%	0.00	0.00	0.00	0%	2,466.84	0.00	0.00	0.00
6.04	Streets and Related Work	0	7,958	7,957.50	0.00	0%	0.00	0.00	0.00	0%	7,957.50	0.00	0.00	0.00
7.01	9" PCC Pavement, Driveway	1023	153	156,293.94	0.00	0%	0.00	0.00	0.00	0%	156,293.94	0.00	0.00	0.00
7.02	7" PCC Pavement, Driveway	787	159	125,251.05	0.00	0%	0.00	0.00	0.00	0%	125,251.05	0.00	0.00	0.00
7.03	6" PCC Curb and Gutter	30	159	4,774.50	0.00	0%	0.00	0.00	0.00	0%	4,774.50	0.00	0.00	0.00
7.04	6" River Rock Surfacing	49	52	2,547.51	0.00	0%	0.00	0.00	0.00	0%	2,547.51	0.00	0.00	0.00
7.05	Detectable Warnings	60	64	3,819.60	0.00	0%	0.00	0.00	0.00	0%	3,819.60	0.00	0.00	0.00
8.01	Site Work and Landscaping Temporary Seeding, Fertilizing, and Mulching for Conversion	1	11,305	14,696.97	10,126.21	69%	0.00	0.00	10,126.21	69%	4,570.76	506.31	0.00	506.31
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Rip Rap for Pipe Outlet, Class E	1	5,581	6,417.99	0.00	0%	0.00	0.00	0.00	0%	6,417.99	0.00	0.00	0.00
8.03	Silt Fence	25	66	1,644.50	0.00	0%	0.00	0.00	0.00	0%	1,644.50	0.00	0.00	0.00
8.04	Inlet Protection	1135	5	6,004.15	2,610.00	43%	0.00	0.00	2,610.00	43%	3,394.15	130.50	0.00	130.50
8.05	Stabilized Construction Entrance	7	122	854.14	122.00	14%	0.00	0.00	122.00	14%	732.14	6.10	0.00	6.10
8.06	Concrete Washout	1	4,836	4,836.16	4,836.16	100%	0.00	0.00	4,836.16	100%	0.00	241.81	0.00	241.81
8.07	Chain Link Fence	1	2,653	2,652.50	1,326.25	50%	0.00	0.00	1,326.25	50%	1,326.25	66.31	0.00	66.31
8.08	Swing Gate	1061	65	69,230.25	0.00	0%	0.00	0.00	0.00	0%	69,230.25	0.00	0.00	0.00
8.09	Retaining Wall	1	2,653	2,652.50	0.00	0%	0.00	0.00	0.00	0%	2,652.50	0.00	0.00	0.00
8.1	Bollards	2	291,775	291,775.00	0.00	0%	0.00	0.00	0.00	0%	291,775.00	0.00	0.00	0.00
8.11	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Rip Rap for Pipe Outlet, Class E	0	1,061	2,122.00	0.00	0%	0.00	0.00	0.00	0%	2,122.00	0.00	0.00	0.00
8.12	Wattle	406	16	30,311.71	0.00	0%	0.00	0.00	0.00	0%	30,311.71	0.00	0.00	0.00
8.13	Temporary Rolled Erosion Control Product (RECP)	976	8	6,370.14	2,335.99	37%	0.00	0.00	2,335.99	37%	4,034.15	116.80	0.00	116.80
8.14	Tree - Maidenhair Tree	5	690	3,448.25	0.00	0%	0.00	0.00	0.00	0%	3,448.25	0.00	0.00	0.00
8.15	Tree - Moraine Sweet Gum	7	498	3,483.27	0.00	0%	0.00	0.00	0.00	0%	3,483.27	0.00	0.00	0.00
8.16	Tree - Redmond American Linden	4	419	1,676.40	0.00	0%	0.00	0.00	0.00	0%	1,676.40	0.00	0.00	0.00
8.17	Tree - White Fir	4	531	2,122.00	0.00	0%	0.00	0.00	0.00	0%	2,122.00	0.00	0.00	0.00
8.18	Tree - Eastern Redcedar	7	467	3,267.88	0.00	0%	0.00	0.00	0.00	0%	3,267.88	0.00	0.00	0.00
8.19	Tree - Norway Spruce	4	531	2,122.00	0.00	0%	0.00	0.00	0.00	0%	2,122.00	0.00	0.00	0.00
8.2	Shrub - Inquis Beauty Black Chokeberry	8	51	407.44	0.00	0%	0.00	0.00	0.00	0%	407.44	0.00	0.00	0.00

8.23	Shrub - Hummingbird Summersweet	9	55	496.53	0.00	0%	0.00	0.00	0%	496.53	0.00	0.00	0.00
200	Special Provisions Items												
201	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	1	437,500	437,500.00	437,500.00	100%	0.00	0.00	100%	437,500.00	21,875.00	0.00	21,875.00
202	Engineering	1	587,500	587,500.00	587,500.00	75%	88,125.00	0.00	75%	58,750.00	4,406.25	0.00	26,437.50
203	Tank Material	1	1,485,052	1,485,051.65	0.00	0%	1,039,536.16	0.00	0%	445,515.50	0.00	51,976.81	51,976.81
204	Fabrication & Ship (Concrete Shaft)	1	123,500	123,500.00	0.00	0%	92,625.00	0.00	75%	30,875.00	0.00	4,631.25	4,631.25
205	Fabrication & Ship (Tank Erection @ Grade)	1	426,000	426,000.00	0.00	0%	0.00	0.00	0%	426,000.00	0.00	0.00	0.00
206	Fabrication and Ship (Hoist Tank)	1	57,600	57,600.00	0.00	0%	0.00	0.00	0%	57,600.00	0.00	0.00	0.00
207	Temporary Construction Fence	1	59,000	59,000.00	100%	100%	59,000.00	0.00	100%	0.00	2,950.00	0.00	2,950.00
208	Deep Foundation (ACP)	1	398,300	398,300.00	100%	100%	398,300.00	0.00	100%	0.00	19,915.00	0.00	19,915.00
209	Pile Cap Foundation	1	798,700	798,700.00	100%	100%	798,700.00	0.00	100%	0.00	39,935.00	0.00	39,935.00
210	Site Prep for CB&I	1	59,000	59,000.00	0.00	0%	53,100.00	0.00	90%	5,900.00	0.00	2,655.00	2,655.00
211	Set Derrick	1	98,400	98,400.00	0.00	0%	98,400.00	0.00	0%	0.00	4,920.00	0.00	4,920.00
212	Concrete Shaft	1	1,078,500	1,078,500.00	0.00	0%	463,755.00	0.00	43%	614,745.00	0.00	23,187.75	23,187.75
213	Tank Erection @ Grade	1	698,000	698,000.00	0.00	0%	0.00	0.00	0%	698,000.00	0.00	0.00	0.00
214	Paint Tank at Grade	1	359,000	359,000.00	0.00	0%	0.00	0.00	0%	359,000.00	0.00	0.00	0.00
215	Hoist and Complete Tank	1	193,500	193,500.00	0.00	0%	0.00	0.00	0%	193,500.00	0.00	0.00	0.00
216	Paint Tank in Air	1	269,500	269,500.00	0.00	0%	0.00	0.00	0%	269,500.00	0.00	0.00	0.00
217	Concrete Floor	1	40,000	40,000.00	0.00	0%	0.00	0.00	0%	40,000.00	0.00	0.00	0.00
218	Equipment Pads	1	5,000	5,000.00	0.00	0%	0.00	0.00	0%	5,000.00	0.00	0.00	0.00
219	Splash Pad	1	5,000	5,000.00	0.00	0%	0.00	0.00	0%	5,000.00	0.00	0.00	0.00
220	Interior base/floor piping.	1	100,000	100,000.00	0.00	0%	0.00	0.00	0%	100,000.00	0.00	0.00	0.00
221	Doors (Overhead & Personnel)	1	24,000	24,000.00	0.00	0%	0.00	0.00	0%	24,000.00	0.00	0.00	0.00
222	Stelze and Fill	1	8,000	8,000.00	0.00	0%	0.00	0.00	0%	8,000.00	0.00	0.00	0.00
300	Bulk Water Station Package Equipment	1	327,584	327,583.75	0.00	0%	0.00	0.00	0%	327,583.75	0.00	0.00	0.00
301	Bulk Water Station Installation (Shipping/Unloading, Cont	1	79,575	79,575.00	0.00	0%	0.00	0.00	0%	79,575.00	0.00	0.00	0.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk	1	171,649	171,648.58	0.00	0%	0.00	0.00	0%	171,648.58	0.00	0.00	0.00
601	Area Lights Pole Mounted	2	10,037	20,074.12	0.00	0%	0.00	0.00	0%	20,074.12	0.00	0.00	0.00
602	SCADA Equipment Installation (Level Transducer, PLC F	1	12,520	12,519.80	0.00	0%	0.00	0.00	0%	12,519.80	0.00	0.00	0.00
	ADD ALTERNATE NO. 1												
1001	6" Granular Subbase for 6" HMA Pavement	488	51	24,853.84	0.00	0%	0.00	0.00	0%	24,853.84	0.00	0.00	0.00
1002	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	94	40,227.18	0.00	0%	0.00	0.00	0%	40,227.18	0.00	0.00	0.00
1003	4" Sanitary Sewer Service Sub, PVC	38	159	6,047.70	0.00	0%	0.00	0.00	0%	6,047.70	0.00	0.00	0.00
1004	48" Circular Sanitary Sewer Manhole, Type SW-301	3	12,732	38,196.00	0.00	0%	0.00	0.00	0%	38,196.00	0.00	0.00	0.00
1005	Connection to Existing Sanitary Sewer Manhole	1	7,958	7,957.50	0.00	0%	0.00	0.00	0%	7,957.50	0.00	0.00	0.00
1006	6" HMA Pavement, Driveway	488	97	47,350.64	0.00	0%	0.00	0.00	0%	47,350.64	0.00	0.00	0.00
1007	5" PCC Pavement, Sidewalk/Trail	428	159	68,116.20	0.00	0%	0.00	0.00	0%	68,116.20	0.00	0.00	0.00
	Change Orders												
CO -01	Catwalk Modifications	LS	1	(3,000.00)	0.00	0%	0.00	0.00	0%	(3,000.00)	0.00	0.00	0.00
CO-02	Welded Stainless Steel Fresh Mix System	LS	1	(80,000.00)	0.00	0%	0.00	0.00	0%	(80,000.00)	0.00	0.00	0.00
				9,688,758.59	2,264,921.35	23%	1,861,791.16	0.00	42.68%	5,542,046.09	113,246.07	93,089.56	206,335.63

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 - AIA-1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1992



PARTIAL WAIVER OF LIEN

To: City of Ankeny, IA
Attn: Don Clark
1210 NW Prairie Ridge Rd

CB&I Inc. Contract Number: 374252422

We, having been engaged by you to perform work in the construction of

New Elevated Water Storage Tank (Oakton and Busse) Contract

Project No.: 10345779

at job location site: ANKENY, IA

in accordance with the Agreement Signed/Effective Date of 10/16/23 ,
certify that we have fully paid for all work, labor, material, supplies and equipment
furnished to date by us, or by our subcontractors, or material men then due and
owing. In consideration of payments to us of: \$1,768,701.60

for the following invoice(s),

<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Work Thru Date</u>
252422-05	\$1,768,701.60	11/16/24

we hereby release to the extent of payment for said invoice(s) any and all lien, or claim of lien or right of claim of lien, on account of labor and/or material furnished in the performance of our work. This partial waiver of lien is limited to the work included in said invoice(s), and this waiver does not extend to any labor and/or material furnished by us on prior or subsequent invoice(s).

Executed this 3rd day of December , 2024.



A/R Administrator
CB&I Storage Tank Solutions LLC

Section Poured	Date Poured	Invoice #	Date Approved	Invoice Total
Ring 1	10/2/2024	356718	11/14/2024	\$13,590.00
Ring 2	10/11/2024	357398	11/14/2024	\$12,382.00
Ring 3	10/15/2024	357644	11/14/2024	\$12,382.00
Ring 4	10/19/2024	358068	11/14/2024	\$12,382.00
Ring 5	10/25/2024	358490	11/14/2024	\$12,533.00
Ring 6	11/7/2024	359239	12/2/2024	\$12,533.00
Ring 7	11/12/2024	359534	12/2/2024	\$12,533.00
D1	9/6/2024	354720	10/2/2024	\$900.00
D2	9/16/2024	355364	9/26/2024	\$900.00
D3	10/4/2024	356821	11/14/2024	\$900.00
D4	10/11/2024	357398	11/14/2024	\$900.00
D5	10/19/2024	358068	11/14/2024	\$900.00
D6	10/25/2024	358490	11/14/2024	\$900.00
D7	11/12/2024	359534	12/2/2024	\$900.00

Stock Issued to Contract

Doc Co	Business Unit	Cost Type	Cost Code	Sub Ledger	Sub Type	Doc Type	Document Number	G/L Date	Address Number	Explanation -Remark-	Invoice Number	Purchase Order	Explanation Alpha Name	Units	Amount
00374	374252422	5610	00013210		II	II	1582601	06/21/24		EM12K, 3/32" X 60 lbs Coil			issue electrode	60.00	154.20
00374	374252422	5610	00013210		II	II	1582601	06/21/24		CARBON, 3/16", 50 pcs box			issue electrode	50.00	15.00
00374	374252422	5610	00013210		II	II	1582601	06/21/24		CARBON, 3/16", 50 pcs box			issue electrode	50.00	22.00
00374	374252422	5610	00013210		II	II	1591841	10/17/24		PL .875x96x360 A36			Inventory issue	1.00-	4,631.00-
00374	374252422	5610	00013210		II	II	1592519	11/01/24		PL 1x96x360 A36			Inventory issue	1.00	6,561.04
00374	374252422	5610	00013210		II	II	1592519	11/01/24		PL .375x96x360 A36 MOD			Inventory issue	1.00	3,678.40
00374	374252422	5610	00013210		II	II	1583618	07/03/24		PL .875x96x360 A36			Inventory issue	1.00	4631.00
00374	374252422	5610	00013210		II	II	1585016	07/15/24		CARBON, 3/16", 50 pcs box			issue electrode	33.00	9.90
00374	374252422	5610	00013210		II	II	1585016	07/15/24		E71T-1, 0.052" X 33 lbs Spool			issue electrode	99.00	329.67
00374	374252422	5610	00013210		II	II	1585016	07/15/24		EM12K, 3/32" X 60 lbs Coil			issue electrode	120.00	308.40
00374	374252422	5610	00013210		II	II	1585016	07/15/24		CARBON, 1/4", 50 pcs box			issue electrode	50.00	14.00
00374	374252422	5610	00013210		II	II	1585176	07/16/24		EM12K, 3/32" X 60 lbs Coil			issue electrode	60.00	154.20
00374	374252422	5610	00013210		II	II	1585176	07/16/24		CARBON, 1/4", 50 pcs box			issue electrode	50.00	14.00
00374	374252422	5610	00013210		II	II	1585785	07/23/24		E71T-1, 0.052" X 33 lbs Spool			issue electrode	33.00	109.89
00374	374252422	5610	00013210		II	II	1586847	08/03/24		E71T-1, 0.045" X 33 lbs Spool			issue electrode	33.00	109.89
00374	374252422	5610	00013210		II	II	1586847	08/03/24		E71T-1, 0.052" X 33 lbs Spool			issue electrode	33.00	110.55
00374	374252422	5610	00013210		II	II	1586892	08/05/24		HARDWOOD TIMBER 8" x 8" x 102"			252422 IS # 8588 & 6422	4.00	230.84
00374	374252422	5610	00013210		II	II	1587014	08/06/24		CARBON, 1/4", 50 pcs box			issue electrode	50.00	19.00
00374	374252422	5610	00013210		II	II	1587014	08/06/24		E71T-1, 0.052" X 33 lbs Spool			issue electrode	33.00	110.55
00374	374252422	5610	00013210		IM	IM	26304303	06/30/24		PL .5x96x480 A36 MOD			Material Charged To W.O.'s	0.24	1,022.34
00374	374252422	5610	00013210		IM	IM	26304390	06/30/24		PL .4375x96x480 A36 MOD			Material Charged To W.O.'s	2.50	9,563.35
00374	374252422	5610	00013210		IM	IM	26304391	06/30/24		PL .4375x96x480 A36 MOD			Material Charged To W.O.'s	0.25	956.34
00374	374252422	5610	00013210		IM	IM	26304395	06/30/24		PL .5x96x480 A36 MOD			Material Charged To W.O.'s	0.26	1,116.21
00374	374252422	5610	00013210		IM	IM	26304396	06/30/24		PL 1x96x480 A36			Material Charged To W.O.'s	0.49	4,267.13
00374	374252422	5610	00013210		IM	IM	26304398	06/30/24		PL 1.25x96x240 A36			Material Charged To W.O.'s	1.00	6,207.68
00374	374252422	5610	00013210		IM	IM	26304399	06/30/24		PL .375x96x360 A36 MOD			Material Charged To W.O.'s	0.11	235.06
00374	374252422	5610	00013210		IM	IM	26304401	06/30/24		PL .75x96x480 A36 MOD			Material Charged To W.O.'s	0.33	1,988.11
00374	374252422	5610	00013210		IM	IM	26304402	06/30/24		PL 1x96x480 A36			Material Charged To W.O.'s	0.51	4,485.95
00374	374252422	5610	00013210		IM	IM	26304403	06/30/24		PL .25x96x480 A36 MOD			Material Charged To W.O.'s	0.09	234.37
00374	374252422	5610	00013210		IM	IM	26304404	06/30/24		PL .5x96x480 A36 MOD			Material Charged To W.O.'s	0.25	1,070.33
00374	374252422	5610	00013210		IM	IM	26304497	06/30/24		PL .375x96x360 A36 MOD			Material Charged To W.O.'s	0.56	1,154.11
00374	374252422	5610	00013210		IM	IM	26304498	06/30/24		PL .3125x96x360 A36 MOD			Material Charged To W.O.'s	1.00	3,056.75
00374	374252422	5610	00013210		IM	IM	26304499	06/30/24		PL .25x96x480 A36 MOD			Material Charged To W.O.'s	0.80	2,021.46
00374	374252422	5610	00013210		IM	IM	26304500	06/30/24		PL .75x96x480 A36 MOD			Material Charged To W.O.'s	0.36	2,214.62
00374	374252422	5610	00013210		IM	IM	26304501	06/30/24		PL .75x96x480 A36 MOD			Material Charged To W.O.'s	0.31	1,869.70
00374	374252422	5610	00013210		IM	IM	26304504	06/30/24		PL .375x96x360 A36 MOD			Material Charged To W.O.'s	0.07	150.67
Total of Cost Type															53,565.71
Total of Cost Code															53,565.71
00374	374252422	5610	00013221		II	II	1591813	10/16/24		PL .25 X 96 X 301 A36 MOD			Inventory issue	1.00	928.32
00374	374252422	5610	00013221		II	II	1591813	10/16/24		PL .3125 x 96 x 301, A36 MOD			Inventory issue	1.00	1,820.51
00374	374252422	5610	00013221		II	II	1591841	10/17/24		PL .875x96x360 A36			Inventory issue	1.00	4,631.00
00374	374252422	5610	00013221		II	II	1593066	11/12/24		PL 1x96x360 A36			Inventory issue	0.75	4,920.78
00374	374252422	5610	00013221		II	II	1593375	11/19/24		PL 2x96x240 A36			Inventory issue	0.38	2,091.44
Total of Cost Type															14,392.05
Total of Cost Code															14,392.05
00374	374252422	5610	00020310		II	II	1589976	09/11/24		E71T-12CI, 0.045 X 33# (U-LOT)			Inventory issue	165.00	607.20
00374	374252422	5610	00020310		II	II	1589976	09/11/24		GA5,CO2,K64,65# CYLINDER			Inventory issue	2.00	60.77
00374	374252422	5610	00020310		II	II	1589989	09/11/24		E71T-12CI, 0.045 X 33# (U-LOT)			Inventory issue	132.00	485.76
Total of Cost Type															1,153.73
Total of Cost Code															1,153.73
Total of Contract															69,111.49



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #10 in the amount of \$3,818.50 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CDA - Pymt #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Westlawn Place Area Utility Improvements - Conceptual Design
Contractor: Civil Design Advantage, LLC
Address: 4121 NW Urbandale Drive Urbandale, Iowa 50322
Finance Budget Code: 33.33% to Each Finance Project #: 33.33% to Each
610.3610.4210/650.3650.4210/963.3963.4210 610.4210/650.4210/963.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: March 18, 2024 Vendor Account #: 2407

Date of Council Meeting: January 21, 2025 Payment Application #: 10

Payment Period: From: December 2, 2024 Through: December 29, 2024

Contract Summary:

Original Contract Amount: \$ 454,367.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 454,367.00

Total Completed and Stored to Date: \$ 382,932.22
Retainage: _____ % of Completed Work: \$ -
Total Earned Less Retainage: \$ 382,932.22
Less Previous Applications for Payment: \$ 379,113.72
SUBTOTAL: \$ 3,818.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 3,818.50

Balance to Finish, Including Retainage: \$ 71,434.78

Contract Time Remaining (Substantial): _____ #

Contract Time Remaining (Full): _____ #

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

01/09/2025
Date

City of Ankeny Staff Approval:

Adam Lust
Signature

01/09/25
Date

Submit to: Adam Lust, Public Works Engineering Manager

E-mail: Alust@AnkenyIowa.gov

Phone Number: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 15, 2024	\$ 102,447.85
2	May 20, 2024	\$ 18,370.51
3	June 17, 2023	\$ 61,879.44
4	July 15, 2024	\$ 24,686.66
5	August 19, 2024	\$ 27,442.00
6	September 16, 2024	\$ 16,234.75
7	October 21, 2024	\$ 44,324.01
8	November 18, 2024	\$ 75,832.50
9	December 16, 2024	\$ 7,896.00
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35		

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
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41		
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70		

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
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12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____

Construction Start Date: _____

Substantial Completion:

Contract Working Days: _____

Added by Change Order: _____

Total Working Days: _____

Working Days Used to Date: _____

Working Days Remaining: _____

Full Completion:

Contract Working Days: _____

Added by Change Order: _____

Total Working Days: _____

Working Days Used to Date: _____

Working Days Remaining: _____

PREVIOUS PAY APPS TOTAL = \$ 379,113.72

January 09, 2025

Attn: Adam Lust, P.E.
City of Ankeny, Public Works Engineering Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #10
Westlawn Place Area Utility Improvements – Conceptual Design
Ankeny, Iowa
CDA 2312.796

Dear Adam:

Enclosed is a copy of Billing Information Report #10 for Westlawn Place Area Utility Improvements – Conceptual Design.

Civil Design Advantage completed some additional easement research, boundary easement updates, and acquisition exhibits in addition to reaching out to a land services consultant for some future schedule input for the Westlawn Place Area Utility Improvements—Conceptual Design project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Eric Schulte, P.E.
Project Manager

Enclosures

Civil Design Advantage LLC
 4121 NW Urbandale Drive
 Urbandale, Iowa 50322
 (515) 369-4400



INVOICE

To pay invoice online, please visit:
<https://www.gobillandpay.com/cda>

City of Ankeny
 Adam Lust
 220 W 1st St
 Ankeny, IA 50023

January 3, 2025
 Project No: 2312.796
 Invoice No: 47342
 Due Date: February 2, 2025

Project 2312.796 C. Ankeny - Westlawn PI Area Utility Imp
Professional Services from December 2, 2024 through December 29, 2024

Task 103 Topographic Survey/Existing ROW Est.

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	2.00	174.00	348.00	
Technician 3	6.50	87.00	565.50	
Technician 4	4.00	101.00	404.00	
Technician 6	1.00	122.00	122.00	
Total Labor				1,439.50
		Total this Task		\$1,439.50

Task 105 Existing Utility Information
Total this Task 0.00

Task 203 Stormwater Analysis
Total this Task 0.00

Task 206 Geotechnical Investigation
Total this Task 0.00

Task 230 Estimated Construction Costs
Total this Task 0.00

Task 302 Conceptual CD Preparation (30% Complete)

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	215.00	215.00	
Engineer 4	7.50	136.00	1,020.00	
Engineer 7	6.00	174.00	1,044.00	
Total Labor				2,279.00
		Total this Task		\$2,279.00

Task 402 Design Memo(s)
Total this Task 0.00

Task 404 Private Utility Coordination
Total this Task 0.00

Task 405 Right-of-Way (ROW) Needs Determination

Project	2312.796	C. Ankeny - Westlawn PI Area Utility Imp	Invoice	47342
			Total this Task	0.00
Task	501	Meetings		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
Reimbursable Expenses				
Misc Reimbursable Expense				
12/16/2024	Polk County Recorder	Copies of records	100.00	
Total Reimbursables			100.00	100.00
			Total this Task	\$100.00
Billing Limits				
		Current	Prior	To-Date
Total Billings		3,818.50	379,113.72	382,932.22
Limit				454,367.00
Remaining				71,434.78
			Total this Invoice	\$3,818.50

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.

Project Manager Eric Schulte



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$21,733.95 to Confluence, Inc. for professional services associated with the Ankeny Boulevard Corridor plan project.

ORIGINATING DEPARTMENT
Economic Development

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

No review required

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay App #3 - 1.7.25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Boulevard Corridor
Contractor: Confluence
Address: 525 17th Street Des Moines, IA 50309
Finance Budget Code: 100.4886.4211 **Finance Project Code:**
Vendor Project or Invoice #: 28928 **PO #**
Original Contract Date: April 1, 2024 **Vendor #** 614

Date of Council Meeting 01/21/2025 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 08/21/24 through: 12/20/24

Contract Summary

Original Contract Amount:	\$	80,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	80,000.00	
Total completed and stored to date:	\$	30,595.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	30,595.50	
Less previous applications for payment:	\$	8,861.55	
SUBTOTAL	\$		21,733.95

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 21,733.95

Balance to finish, including retainage: \$ 49,404.50

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval: Confluence, Inc.
Signature: [Signature] Firm Name: Confluence, Inc. Date: 01/02/2025

Engineer/Consultant Approval:
Signature: [Signature] Firm Name: Date:

City of Ankeny Staff Approval
Derek Lord
Signature: [Signature] Date: 1-6-25

Submit to:
Em Phone: Fax:

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

City of Ankeny, IA
Mark Holm
400 West First Street
Ankeny, IA 50023

Invoice number 30398
Date 10/23/2024
Project 23490 Ankeny Boulevard Corridor

Professional Services through October 20, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 1 - Initial Assessment + Data Collection					
Confluence	11,705.00	87.00	7,140.05	10,183.35	3,043.30
FHU	3,295.00	100.00	3,295.00	3,295.00	0.00
Subtotal	15,000.00	89.86	10,435.05	13,478.35	3,043.30
Phase 2 - Site Analysis + Redevelopment Opportunities					
Confluence	14,765.00	0.00	0.00	0.00	0.00
FHU	235.00	100.00	235.00	235.00	0.00
Subtotal	15,000.00	1.57	235.00	235.00	0.00
Phase 3 - Streetscape Improvements and Investment					
Confluence	27,440.00	0.00	0.00	0.00	0.00
FHU	2,560.00	100.00	2,560.00	2,560.00	0.00
Subtotal	30,000.00	8.53	2,560.00	2,560.00	0.00
Phase 4 - SWOT Analysis and Final Recommendations					
Confluence	11,110.00	0.00	0.00	0.00	0.00
FHU	8,890.00	34.79	937.50	3,092.50	2,155.00
Subtotal	20,000.00	15.46	937.50	3,092.50	2,155.00
Total	80,000.00	24.21	14,167.55	19,365.85	5,198.30

Invoice total 5,198.30

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
30171	09/30/2024	5,306.00	5,306.00				
30398	10/23/2024	5,198.30	5,198.30				
Total		10,504.30	10,504.30	0.00	0.00	0.00	0.00

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

City of Ankeny, IA
Mark Holm
400 West First Street
Ankeny, IA 50023

Invoice number 30171
Date 09/30/2024
Project 23490 Ankeny Boulevard Corridor

Professional Services through September 20, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 1 - Initial Assessment + Data Collection					
Confluence	11,705.00	61.00	4,799.05	7,140.05	2,341.00
FHU	3,295.00	100.00	3,295.00	3,295.00	0.00
Subtotal	15,000.00	69.57	8,094.05	10,435.05	2,341.00
Phase 2 - Site Analysis + Redevelopment Opportunities					
Confluence	14,765.00	0.00	0.00	0.00	0.00
FHU	235.00	100.00	235.00	235.00	0.00
Subtotal	15,000.00	1.57	235.00	235.00	0.00
Phase 3 - Streetscape Improvements and Investment					
Confluence	27,440.00	0.00	0.00	0.00	0.00
FHU	2,560.00	100.00	532.50	2,560.00	2,027.50
Subtotal	30,000.00	8.53	532.50	2,560.00	2,027.50
Phase 4 - SWOT Analysis and Final Recommendations					
Confluence	11,110.00	0.00	0.00	0.00	0.00
FHU	8,890.00	10.55	0.00	937.50	937.50
Subtotal	20,000.00	4.69	0.00	937.50	937.50
Total	80,000.00	17.71	8,861.55	14,167.55	5,306.00

Invoice total 5,306.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
29463	06/30/2024	2,345.50				2,345.50	
29610	07/25/2024	1,004.65			1,004.65		
29913	09/11/2024	4,058.00	4,058.00				
30171	09/30/2024	5,306.00	5,306.00				
Total		12,714.15	9,364.00	0.00	1,004.65	2,345.50	0.00

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

City of Ankeny, IA
Mark Holm
400 West First Street
Ankeny, IA 50023

Invoice number 30635
Date 11/22/2024
Project 23490 Ankeny Boulevard Corridor

Professional Services through November 20, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 1 - Initial Assessment + Data Collection					
Confluence	11,705.00	100.00	10,183.35	11,705.00	1,521.65
FHU	3,295.00	100.00	3,295.00	3,295.00	0.00
Subtotal	15,000.00	100.00	13,478.35	15,000.00	1,521.65
Phase 2 - Site Analysis + Redevelopment Opportunities					
Confluence	14,765.00	25.00	0.00	3,691.25	3,691.25
FHU	235.00	100.00	235.00	235.00	0.00
Subtotal	15,000.00	26.18	235.00	3,926.25	3,691.25
Phase 3 - Streetscape Improvements and Investment					
Confluence	27,440.00	0.00	0.00	0.00	0.00
FHU	2,560.00	100.00	2,560.00	2,560.00	0.00
Subtotal	30,000.00	8.53	2,560.00	2,560.00	0.00
Phase 4 - SWOT Analysis and Final Recommendations					
Confluence	11,110.00	0.00	0.00	0.00	0.00
FHU	8,890.00	60.94	3,092.50	5,417.50	2,325.00
Subtotal	20,000.00	27.09	3,092.50	5,417.50	2,325.00
Total	80,000.00	33.63	19,365.85	26,903.75	7,537.90

Invoice total 7,537.90

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
30171	09/30/2024	5,306.00		5,306.00			
30398	10/23/2024	5,198.30		5,198.30			
30635	11/22/2024	7,537.90	7,537.90				
Total		18,042.20	7,537.90	10,504.30	0.00	0.00	0.00

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

City of Ankeny, IA
Mark Holm
400 West First Street
Ankeny, IA 50023

Invoice number 30880
Date 01/02/2025
Project 23490 Ankeny Boulevard Corridor

Professional Services through December 20, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 1 - Initial Assessment + Data Collection					
Confluence	11,705.00	100.00	11,705.00	11,705.00	0.00
FHU	3,295.00	100.00	3,295.00	3,295.00	0.00
Subtotal	15,000.00	100.00	15,000.00	15,000.00	0.00
Phase 2 - Site Analysis + Redevelopment Opportunities					
Confluence	14,765.00	50.00	3,691.25	7,382.50	3,691.25
FHU	235.00	100.00	235.00	235.00	0.00
Subtotal	15,000.00	50.78	3,926.25	7,617.50	3,691.25
Phase 3 - Streetscape Improvements and Investment					
Confluence	27,440.00	0.00	0.00	0.00	0.00
FHU	2,560.00	100.00	2,560.00	2,560.00	0.00
Subtotal	30,000.00	8.53	2,560.00	2,560.00	0.00
Phase 4 - SWOT Analysis and Final Recommendations					
Confluence	11,110.00	0.00	0.00	0.00	0.00
FHU	8,890.00	60.94	5,417.50	5,417.50	0.00
Subtotal	20,000.00	27.09	5,417.50	5,417.50	0.00
Total	80,000.00	38.24	26,903.75	30,595.00	3,691.25

Invoice total 3,691.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
30171	09/30/2024	5,306.00				5,306.00	
30398	10/23/2024	5,198.30			5,198.30		
30635	11/22/2024	7,537.90		7,537.90			
30880	01/02/2025	3,691.25	3,691.25				
Total		21,733.45	3,691.25	7,537.90	5,198.30	5,306.00	0.00



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #25 in the amount of \$22,175.45 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. HDR - Pymt #25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Elevated Storage Tank
Contractor: HDR Engineering, Inc.
Address: 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823
Finance Budget Code: 611.3611.4210 **Finance Project #** 611.4210
Vendor Project or Invoice #: 10345779 **PO #**
Original Contract Date: June 6, 2022 **Vendor #** 3452

Date of Council Meeting: January 21, 2025 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: December 1, 2024 Through: December 28, 2024

Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	528,787.00	
Contract Amount to Date: (line 1 ± 2)	\$	990,787.00	
Total completed and stored to date:	\$	715,770.04	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	715,770.04	
Less previous applications for payment:	\$	693,594.59	
SUBTOTAL	\$	22,175.45	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 22,175.45

Balance to finish, including retainage: \$ 275,016.96

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:

HDR Engineering, Inc.

Baker, Rob J

Firm Name
Digitally signed by Baker, Rob J
DN: E=Rob.Baker@hdrinc.com, CN=Baker, Rob J, OU=Users, OU=Ames-2901 S
Loop Drive, O=Iowa, OU=United States, OU=Offices, DC=hdr, DC=ia
Date: 2025.01.03 16:05:25-0500

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Don Clark, P.E.
E-mail: DClark@Ankenylowa.gov **Phone:** (515)963-3529 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	\$ 23,100.00
2	August 4, 2022	\$ 23,100.00
3	September 1, 2022	\$ 55,440.00
4	September 28, 2022	\$ 73,920.00
5	October 25, 2022	\$ 46,200.00
6	November 30, 2022	\$ 101,640.00
7	January 11, 2023	\$ 62,370.00
8	February 7, 2023	\$ 18,480.00
9	March 6, 2023	\$ 16,170.00
10	May 16, 2023	\$ 13,860.00
11	June 12, 2023	\$ 4,620.00
12	September 8, 2023	\$ 13,860.00
13	October 6, 2023	\$ 4,620.00
14	February 6, 2024	\$ 4,620.00
15	March 20, 2024	\$ 30,498.42
16	April 12, 2024	\$ 10,826.52
17	May 14, 2024	\$ 36,420.46
18	June 11, 2024	\$ 34,007.14
19	July 3, 2024	\$ 18,891.19
20	August 5, 2024	\$ 12,700.04
21	August 29, 2024	\$ 13,483.70
22	October 3, 2024	\$ 26,529.84
23	November 7, 2024	\$ 22,745.47
24	December 5, 2024	\$ 25,491.81
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	February 5, 2024	\$ 528,787.00
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TOTAL \$ 528,787.00

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: -

TOTAL \$ 693,594.59



Invoice

HDR Engineering Inc.
Omaha, NE 68106-2973
Phone: (402) 399-1000

City of Ankeny
210 S Ankeny Blvd
Ankeny, IA 50023

Reference Invoice Number with Payment

HDR Invoice No. 1200684354
Invoice Date 06-JAN-2025
Invoice Amount Due \$22,175.45
Payment Terms 30 NET

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

Ankeny NW Irvindale Elevated Storage Tank

Professional Services
From: 01-DEC-2024 To: 28-DEC-2024

Professional Services Summarization	Hours	Billing Rate	Amount
Project Accountant	0.50		54.97
Project Engineer	14.00		1,790.60
Project Manager	11.50		2,676.51
RPR	59.50		8,033.69
Sr Project Engineer	9.00		2,088.72
Structural Engineer	0.25		77.35
	94.75		\$14,721.84
Total Professional Services			\$14,721.84

Expense Summarization	Quantity	Billing Rate	Amount
Subcontractors-Other		Nilles Associates Inc	1,925.00
Subcontractors-Other		Terracon Consultants Inc	5,083.93
Vehicle Mileage	539		444.68
Total Expenses			\$7,453.61

Fee Amount	\$990,787.00
Fee Invoiced to Date	\$715,770.04
Fee Remaining	\$275,016.96

Amount Due This Invoice (USD) \$22,175.45

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779



Monthly Progress Report

Date: Friday, January 03, 2025
Project: Ankeny NW Irvinedale Elevated Storage Tank
To: Don Clark, P.E.
From: Rob Baker, P.E.
Subject: Monthly Progress Report for November 2024

Activities of the Previous Month

Overall Design – 100% Completed

Construction Administration

- HDR is up to date on all submittal reviews, awaiting four resubmittals from Contractor.
- Submittal of CB&I Pay Application 6 reviewed.
- Attended progress meeting via video conference and prepared meeting minutes.
- Davis-Bacon weekly payroll reviews

Construction Observation

- The contractor's tank concrete crew continues to perform concrete construction associated with slip casting the pedestal ring wall and casting dome panels on the ground. Cold weather concrete requirements will apply until this task is completed. HDR's RPR continues part-time (half-day) observation and communicates with the contractor's crews on schedule.
- Water salesman building arrived on site and was set on its foundation.

Construction Survey (Nilles)

- Nilles provided field staking services to locate the water salesman building on site.

Elevated Tank Inspection and Testing (Dixon)

- No steel fabrication inspection activity this month. Dixon will continue to coordinate fabrication/shop painting shop visits.

Construction Materials Testing and Special Inspections (Terracon)

- Terracon provided construction materials testing for the pedestal ring wall and dome concrete panel pours and will continue until complete.

Planned Activities for the Next Month

Task 9 – Construction Administration

- 1 – Preconstruction conference – completed
- 2 – Prepare conformed documents – completed
- 3 – Project Meetings site visits – ongoing
- 4 – Respond to RFIs – ongoing
- 5 – Draft and coordinate change orders – ongoing



- 6 – Submittals (shop drawings) Review – ongoing
- 7 - Review pay applications and client invoicing – ongoing
- 8 – Disinfection testing/startup – not started
- 9 – Project Closeout – not started
- 10 – Prepare record drawings – not started
- 11 – Davis-Bacon & AIS compliance – ongoing

Task 10 – Construction Observation

- 1 – Construction Observation – ongoing, part-time, or as-required by construction progress

General comments: (nothing further for this report)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #5 in the amount of \$9,806.23 to Heartland Underground Solutions (Kline Electric, Inc.), for construction services on the SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal Project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Heartland Underground Solutions (Kline Electric, Inc.) - Pymt #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal
Contractor: Heartland Underground Solutions (Kline Electric, Inc.)
Address: 5701 NE 17th St. Des Moines, IA 50313
Finance Budget Code: 889.3889.4456 Finance Project #: 889.4456
Vendor Project #: Purchase Order #:
Original Contract Date: March 18, 2024 Vendor Account #: 5733

Date of Council Meeting: January 21, 2025 Payment Application #: 5

Payment Period: From: December 1, 2024 Through: December 31, 2024

Contract Summary:

Original Contract Amount:	\$	237,253.30	
Net Change by Change Orders:	\$	4,763.13	
Contract Amount to Date: (line 1 ± 2)	\$	242,016.43	
Total Completed and Stored to Date:	\$	203,333.63	
Retainage: 5 % of Completed Work:	\$	10,166.68	
Total Earned Less Retainage:	\$	193,166.95	
Less Previous Applications for Payment:	\$	183,360.72	
SUBTOTAL:	\$	9,806.23	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 9,806.23

Balance to Finish, Including Retainage: \$ 48,849.48

Contract Time Remaining (Substantial): - Calendar Day

Contract Time Remaining (Final): - Calendar Day

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: Heartland Underground Solutions (Kline Electric, Inc.)

Firm Name

Signature

Date 01/06/2025

Engineer / Consultant Approval:

Firm Name

Signature -NA-

Date

City of Ankeny Staff Approval:

Signature Leslie Hart

Date 1/6/25

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager

E-mail: Lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 1/6/2025

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
STREETS AND RELATED WORK														
7.01	Removal of Sidewalk	SY	70.00		70.00	\$ 16.25	\$ 1,137.50		\$ -	70.00	70.00	\$ 1,137.50	0.00	100.00%
7.02	Sidewalk, PCC, 6" Depth	SY	69.00	6.00	75.00	\$ 80.25	\$ 6,018.75		\$ -	75.00	75.00	\$ 6,018.75	0.00	100.00%
7.03	Detachable Warning	SF	42.00	6.00	48.00	\$ 53.50	\$ 2,568.00		\$ -	48.00	48.00	\$ 2,568.00	0.00	100.00%
7.04	Full Depth Patches	SY	15.00	12.50	27.50	\$ 187.25	\$ 5,153.38		\$ -	27.50	27.50	\$ 5,153.38	0.00	100.00%
7.05														
7.06														
7.07														
7.08														
7.09														
7.10														
TRAFFIC CONTROL														
8.01	Traffic Signal	LS	1.00		1.00	\$ 142,447.00	\$ 142,447.00	0.05	\$ 7,122.35	0.95	1.00	\$ 142,447.00	0.00	100.00%
8.02	Painted Pavement Markings, Durable, W/Grooving	STA	20.00		20.00	\$ 502.00	\$ 10,040.00		\$ -			\$ -	20.00	100.00%
8.03	Temporary Traffic Control	LS	1.00		1.00	\$ 3,800.00	\$ 3,800.00		\$ -	1.00	1.00	\$ 3,800.00	0.00	100.00%
8.04	Portable Dynamic Message Board (PDMS)	DAY	10.00		10.00	\$ 160.00	\$ 1,600.00	10.00	\$ 1,600.00		10.00	\$ 1,600.00	0.00	100.00%
8.05	2" HDPE Conduit, Pushed or Trenched	LF	3,385.00		3,385.00	\$ 9.00	\$ 30,465.00		\$ -	3,065.00	3,065.00	\$ 27,585.00	320.00	90.55%
8.06	24 Single-Mode Fiber Optic Cable, Install	LF	150.00		150.00	\$ 4.85	\$ 727.50		\$ -		0.00	\$ -	150.00	0.00%
8.07	96 Single-Mode Fiber Optic Cable, Install	LF	4,530.00		4,530.00	\$ 1.50	\$ 6,795.00		\$ -		0.00	\$ -	4,530.00	0.00%
8.08	Fiber Optic Termination	EA	24.00		24.00	\$ 56.10	\$ 1,346.40		\$ -		0.00	\$ -	24.00	0.00%
8.09	Fiber Optic LC Termination Panel	EA	2.00		2.00	\$ 225.00	\$ 450.00		\$ -		0.00	\$ -	2.00	0.00%
8.10	Combining SPD-40P with Rail Mounting Kit SPD-41P	EA	1.00		1.00	\$ 585.00	\$ 585.00		\$ -		0.00	\$ -	1.00	0.00%
8.11	Fiber Optic Splice Enclosure	EA	2.00		2.00	\$ 1,195.00	\$ 2,390.00		\$ -		0.00	\$ -	2.00	0.00%
8.12	Fiber Optic Splice	EA	102.00		102.00	\$ 34.45	\$ 3,513.90		\$ -		0.00	\$ -	102.00	0.00%
8.13	Fiber Optic Test Station, Install	EA	2.00		2.00	\$ 205.00	\$ 410.00		\$ -		0.00	\$ -	2.00	0.00%
8.14	Handhole, HDPE, Type V (2442HD5)	EA	3.00		3.00	\$ 1,945.00	\$ 5,835.00		\$ -	3.00	3.00	\$ 5,835.00	0.00	100.00%
8.15	Handhole, HDPE, Type V (3642HD5)	EA	3.00		3.00	\$ 3,355.00	\$ 10,065.00		\$ -	1.00	1.00	\$ 3,355.00	2.00	33.33%
15.01	Railroad Protective Liability Insurance	EA	2.00		2.00	\$ 1,500.00	\$ 3,000.00		\$ -	1.00	1.00	\$ 1,500.00	1.00	50.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding, Seeding, Fertilizing, and Mulching	SF	4,000.00		4,000.00	\$ 0.40	\$ 1,600.00	4,000.00	\$ 1,600.00		4,000.00	\$ 1,600.00	0.00	100.00%
9.02														
9.03														
9.04														
9.05	and hure													
CHANGE ORDER ITEMS														
12.01	Pedestrian Detector (#1)	LS	0.00	1.00	1.00	\$ 1,175.50	\$ 1,175.50		\$ -		1.00	\$ 1,175.50	0.00	100.00%
12.02	Asphalt Traffic Signal Pole Foundation (#1)	EA	0.00	1.00	1.00	\$ (3,500.00)	\$ (3,500.00)		\$ -		1.00	\$ (3,500.00)	0.00	100.00%
12.03	Hydro Excavation Traffic Signal Pole Foundation (#1)	EA	0.00	1.00	1.00	\$ 6,058.50	\$ 6,058.50		\$ -		1.00	\$ 6,058.50	0.00	100.00%
12.04	Conduit Bored Deepor than 15 feet (#1)	LS	0.00	1.00	1.00	\$ 882.00	\$ 882.00		\$ -		0.00	\$ -	1.00	0.00%
12.05											0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 242,016.43 PAY PERIOD = \$ 10,322.35

COMPLETED = \$ 203,333.63

84.02%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 16, 2024	\$ 37,614.51
2	October 21, 2024	\$ 68,159.40
3	November 18, 2024	\$ 42,853.14
4	December 16, 2024	\$ 34,733.67
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 183,360.72

Record of Change Orders:

No.	Date	Amount
1	September 16, 2024	\$ 4,616.00
2	October 21, 2024	\$ 147.13
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CHANGE ORDER TOTAL = \$ 4,763.13

Contract Time Remaining:

Contract Period:	Calendar Day
Construction Start Date:	August 19, 2024

Substantial Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

Full Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #9 in the amount of \$274,656.40 to HPC, LLC for construction services work associated with the Ankeny Fire Station No. 4 project.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

This item represents a progress payment request by the contractor for work associated with the project.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This item is specifically included in the FY2025 City Council approved budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fire Station No. 4
Contractor: HPC, LLC
Address: 120 N. Sherman Avenue, Ames, IA 50010
Finance Budget Code: 901.1901.4210 4412 Finance Project Code: 901.4210
Vendor Project or Invoice #: 23019.00/#38751 PO #
Original Contract Date: February 20, 2024 Vendor # 1859 1047

Date of Council Meeting 01/21/2025 PAYMENT REQUEST # 9
PAYMENT PERIOD: From: 12/03/24 through: 01/03/25

Contract Summary

Original Contract Amount:	\$	5,950,000.00	✓
Net change by Change Orders:	\$	(15,039.00)	✓
Contract Amount to Date: (line 1 ± 2)	\$	5,934,961.00	✓
Total completed and stored to date:	\$	4,397,781.00	
Retainage: <u>5</u> % of Completed Work:	\$	219,889.05	
Total Earned less Retainage:	\$	4,177,891.95	
Less previous applications for payment:	\$	3,903,235.55	✓
SUBTOTAL	\$	274,656.40	

OTHER CHARGES (Please attach an Itemized list)

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 1,757,069.05

Contract Time Remaining (If applicable) 178.00 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: HPC, L.L.C.

Signature [Signature] Firm Name

Date 1/3/2025

Architect/Consultant Approval: SVPA Architects

Signature [Signature] Firm Name

Date 1/8/2025

City of Ankeny Staff Approval

Signature [Signature]

Date 01/09/2025

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov

Phone: 515-965-6420

Fax:

Date Printed: 1/3/2025



HAROLD PIKE CONSTRUCTION COMPANY

120 N. SHERMAN AVE. P.O. BOX 429 AMES, IOWA 50010 • PHONE: 515-232-3133 • FAX: 515-232-7818 • WWW.HPIKECONST.COM

January 3, 2025

SVPA Architects, Inc.
1466 28th St.
Suite 200.
West Des Moines, IA 50266
Phone: 515-327-5990

Attn: Casey White

RE: Ankeny Fire Station #4

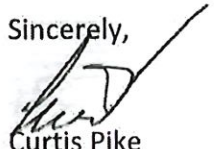
Dear Casey:

Please find enclosed a copy of HPC's Application for Payment #9 for the above referenced project. This application is for work completed through January 3, 2025.

If you have any questions, please give John Williams a call at our office.

Thank you.

Sincerely,


Curtis Pike
CP/rb

Enc: 2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment					
#	Date	Amount	#	Date	Amount
1	6/3/2024	\$ 283,661.45	51		
2	6/4/2024	\$ 340,198.80	52		
3	7/1/2024	\$ 722,121.60	56		
4	8/5/2024	\$ 365,183.80	54		
5	9/5/2024	\$ 593,839.30	55		
6	10/4/2024	\$ 661,791.85	56		
7	11/1/2024	\$ 472,796.00	57		
8	12/2/2024	\$ 463,642.75	58		
9			59		
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34			84		
35			85		
36			86		
37			87		
38			88		
39			89		
40			90		
41			91		
42			92		
43			93		
44			94		
45			95		
46			96		
47			97		
48			98		
49			99		
50			100		
TOTAL			\$ 3,903,235.55		

Record of Change Orders		
#	Date	Amount
1	6/3/2024	\$ (15,039.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ (15,039.00)

Contract Time Remaining:	
CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	February 20, 2024
Original Contract Time:	496
Added by Change Order:	0
Contract Time to Date:	496
Time Used to Date:	316
Contract Time Remaining:	178

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

OWNER'S PROJECT NO: 901.4210

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	00 61 10 Performance and Payment Bond	L	\$ 58,000	\$ 58,000			\$ 58,000	100%	\$ -	\$ 2,900
2	01 31 00 Project Management and Coordination	LM	\$ 219,190	\$ 165,945	\$ 12,900		\$ 178,845	82%	\$ 40,345	\$ 8,942
3	01 50 00 Construction Facilities	LM	\$ 80,120	\$ 46,200	\$ 6,000		\$ 52,200	65%	\$ 27,920	\$ 2,610
4	01 73 00 Mobilization	LM	\$ 69,300	\$ 69,300			\$ 69,300	100%	\$ -	\$ 3,465
5	01 73 00 Final Cleaning	LM	\$ 3,510	\$ -			\$ -		\$ 3,510	\$ -
6	01 77 00 Closeout	LM	\$ 5,280	\$ -			\$ -		\$ 5,280	\$ -
7	03 20 00 Concrete Reinforcement	M	\$ 24,000	\$ 24,000			\$ 24,000	100%	\$ -	\$ 1,200
8	03 30 00 Cast-In-Place - Foundations	LM	\$ 163,750	\$ 163,750			\$ 163,750	100%	\$ -	\$ 8,188
9	03 30 00 Cast-In-Place - Slab on Grade	LM	\$ 122,390	\$ 122,390			\$ 122,390	100%	\$ -	\$ 6,120
10	03 35 36 Polished Concrete Floors	LM	\$ 37,750	\$ 16,550			\$ 16,550	44%	\$ 21,200	\$ 828
11	03 35 70 Concrete Floor Finishes	LM	\$ 2,340	\$ -			\$ -		\$ 2,340	\$ -
12	03 45 01 Precast Concrete Splashblocks	LM	\$ 600	\$ -			\$ -		\$ 600	\$ -
13	04 20 00 Brick Masonry	L	\$ 115,200	\$ 109,000			\$ 109,000	95%	\$ 6,200	\$ 5,450
14	04 20 00 Brick Masonry	M	\$ 54,330	\$ 52,000			\$ 52,000	96%	\$ 2,330	\$ 2,600
15	04 22 00 Reinforced Unit Masonry	L	\$ 201,190	\$ 195,871			\$ 195,871	97%	\$ 5,319	\$ 9,794
16	04 22 00 Reinforced Unit Masonry	M	\$ 58,120	\$ 55,708			\$ 55,708	96%	\$ 2,412	\$ 2,785
17	04 23 30 Calcium Silicate Masonry	L	\$ 57,350	\$ 55,350			\$ 55,350	97%	\$ 2,000	\$ 2,768
18	04 23 30 Calcium Silicate Masonry	M	\$ 35,000	\$ 35,000			\$ 35,000	100%	\$ -	\$ 1,750
19	04 72 00 Cast Stone Masonry	L	\$ 22,240	\$ 22,240			\$ 22,240	100%	\$ -	\$ 1,112
20	04 72 00 Cast Stone Masonry	M	\$ 19,000	\$ 19,000			\$ 19,000	100%	\$ -	\$ 950
21	05 12 23 Structural Steel	L	\$ 43,500	\$ 43,500			\$ 43,500	100%	\$ -	\$ 2,175
22	05 12 23 Structural Steel	M	\$ 80,480	\$ 80,480			\$ 80,480	100%	\$ -	\$ 4,024
23	05 12 23 Structural Misc. Steel	L	\$ 25,640	\$ 20,950			\$ 20,950	82%	\$ 4,690	\$ 1,048
24	05 12 23 Structural Misc. Steel	M	\$ 16,240	\$ 12,185			\$ 12,185	75%	\$ 4,055	\$ 609
25	05 21 00 Steel Joists & Decking	L	\$ 31,010	\$ 31,010			\$ 31,010	100%	\$ -	\$ 1,551
	SUBTOTALS PAGE 2		\$ 1,545,530	\$ 1,398,429	\$ 18,900	\$ -	\$ 1,417,329	92%	\$ 128,201	\$ 70,866

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A	B		C	D	E	F	G		H	I
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
26	05 21 00 Steel Joists & Decking	M	\$ 63,000	\$ 63,000			\$ 63,000	100%	\$ -	\$ 3,150
27	05 40 00 Cold Formed Metal Trusses	L	\$ 34,880	\$ 34,880			\$ 34,880	100%	\$ -	\$ 1,744
28	05 40 00 Cold Formed Metal Trusses	M	\$ 66,100	\$ 66,100			\$ 66,100	100%	\$ -	\$ 3,305
29	05 40 00 Cold Formed Metal Framing	L	\$ 30,600	\$ 30,600			\$ 30,600	100%	\$ -	\$ 1,530
30	05 40 00 Cold Formed Metal Framing	M	\$ 36,550	\$ 36,550			\$ 36,550	100%	\$ -	\$ 1,828
31	06 10 53 Miscellaneous Rough Carpentry	L	\$ 55,460	\$ 54,960	\$ 500		\$ 55,460	100%	\$ -	\$ 2,773
32	06 10 53 Miscellaneous Rough Carpentry	M	\$ 25,720	\$ 25,520	\$ 200		\$ 25,720	100%	\$ -	\$ 1,286
33	06 16 00 Exterior Gypsum Sheathing	L	\$ 16,270	\$ 16,270			\$ 16,270	100%	\$ -	\$ 814
34	06 16 00 Exterior Gypsum Sheathing	M	\$ 9,450	\$ 9,450			\$ 9,450	100%	\$ -	\$ 473
35	06 40 23 Interior Architectural Woodwork	L	\$ 6,480	\$ -			\$ -		\$ 6,480	\$ -
36	06 40 23 Interior Architectural Woodwork	M	\$ 48,980	\$ -			\$ -		\$ 48,980	\$ -
37	06 71 00 FRP Products and Fabrications	LM	\$ 2,500	\$ -			\$ -		\$ 2,500	\$ -
38	07 21 00 Thermal Insulation - Foundation	L	\$ 820	\$ 820			\$ 820	100%	\$ -	\$ 41
39	07 21 00 Thermal Insulation - Foundation	M	\$ 3,200	\$ 3,200			\$ 3,200	100%	\$ -	\$ 160
40	07 21 00 Thermal Insulation - Masonry Cavity	L	\$ 27,230	\$ 27,230			\$ 27,230	100%	\$ -	\$ 1,362
41	07 21 00 Thermal Insulation - Masonry Cavity	M	\$ 22,880	\$ 22,880			\$ 22,880	100%	\$ -	\$ 1,144
42	07 21 00 Thermal Insulation - Spray	LM	\$ 7,450	\$ 7,450			\$ 7,450	100%	\$ -	\$ 373
43	07 21 00 Thermal Insulation - Nail Base	L	\$ 5,850	\$ 5,850			\$ 5,850	100%	\$ -	\$ 293
44	07 21 00 Thermal Insulation - Nail Base	M	\$ 35,500	\$ 35,500			\$ 35,500	100%	\$ -	\$ 1,775
45	07 21 00 Thermal Insulation - Batt	LM	\$ 11,940		\$ 11,940		\$ 11,940	100%	\$ -	\$ 597
46	07 24 14 Direct-Applied Exterior Finish Systems	LM	\$ 15,210				\$ -		\$ 15,210	\$ -
47	07 27 13 Underslab Vapor Barrier	LM	\$ 4,330	\$ 4,330			\$ 4,330	100%	\$ -	\$ 217
48	07 27 16 Self-Adhering Sheet Air and Moisture Ba	LM	\$ 27,450	\$ 27,450			\$ 27,450	100%	\$ -	\$ 1,373
49	07 27 26 Fluid-Applied Membrane Air Barrier	LM	\$ 31,070	\$ 31,070			\$ 31,070	100%	\$ -	\$ 1,554
50	07 40 00 (PFRP) Cladding Support System	L	\$ 5,780				\$ -		\$ 5,780	\$ -
	SUBTOTALS PAGE 3		\$ 2,140,230	\$ 1,901,539	\$ 31,540	\$ -	\$ 1,933,079	90%	\$ 207,151	\$ 96,654

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
51	07 40 00 (PFRP) Cladding Support System	M	\$ 9,330				\$ -		\$ 9,330	\$ -
52	07 41 13 Metal Roof Panels	L	\$ 40,960	\$ 4,000	\$ 8,500		\$ 12,500	31%	\$ 28,460	\$ 625
53	07 41 13 Metal Roof Panels	M	\$ 65,500	\$ 6,550	\$ 3,950	\$ 53,465	\$ 63,965	98%	\$ 1,535	\$ 3,198
54	07 41 20 Concealed Fastener Metal Wall Panels	L	\$ 25,010				\$ -		\$ 25,010	\$ -
55	07 41 20 Concealed Fastener Metal Wall Panels	M	\$ 43,750			\$ 31,548	\$ 31,548	72%	\$ 12,202	\$ 1,577
56	07 46 16 Aluminum Siding	L	\$ 13,740				\$ -		\$ 13,740	\$ -
57	07 46 16 Aluminum Siding	M	\$ 7,550				\$ -		\$ 7,550	\$ -
58	07 54 00 Thermoplastic Polyolefin Membrane Roofing	L	\$ 39,960	\$ 39,960			\$ 39,960	100%	\$ -	\$ 1,998
59	07 54 00 Thermoplastic Polyolefin Membrane Roofing	M	\$ 89,000	\$ 89,000			\$ 89,000	100%	\$ -	\$ 4,450
60	07 62 00 Sheet Metal Flashing and Trim	L	\$ 2,340	\$ 900	\$ 1,140		\$ 2,040	87%	\$ 300	\$ 102
61	07 62 00 Sheet Metal Flashing and Trim	M	\$ 23,000	\$ 6,500	\$ 15,000		\$ 21,500	93%	\$ 1,500	\$ 1,075
62	07 63 10 Gutters and Downspout	L	\$ 23,000				\$ -		\$ 23,000	\$ -
63	07 63 10 Gutters and Downspout	M	\$ 8,000				\$ -		\$ 8,000	\$ -
64	07 72 00 Roof Accessories	L	\$ 2,340	\$ 2,340			\$ 2,340	100%	\$ -	\$ 117
65	07 72 00 Roof Accessories	M	\$ 5,000	\$ 5,000			\$ 5,000	100%	\$ -	\$ 250
66	07 84 13 Penetration Firestopping	L	\$ 4,590				\$ -		\$ 4,590	\$ -
67	07 84 13 Penetration Firestopping	M	\$ 300				\$ -		\$ 300	\$ -
68	07 84 46 Fire-Resistive Joint Systems	LM	\$ 4,680				\$ -		\$ 4,680	\$ -
69	07 92 00 Joint Sealants	LM	\$ 26,040				\$ -		\$ 26,040	\$ -
70	08 11 13 Hollow Metal Doors and Frames	L	\$ 9,900	\$ 7,900			\$ 7,900	80%	\$ 2,000	\$ 395
71	08 11 13 Hollow Metal Doors and Frames	M	\$ 33,660	\$ 29,600			\$ 29,600	88%	\$ 4,060	\$ 1,480
72	08 14 16 Flush Wood Doors	L	\$ 3,510				\$ -		\$ 3,510	\$ -
73	08 14 16 Flush Wood Doors	M	\$ 13,380			\$ 13,375	\$ 13,375	100%	\$ 5	\$ 669
74	08 36 13 Sectional Doors	L	\$ 11,320				\$ -		\$ 11,320	\$ -
75	08 36 13 Sectional Doors	M	\$ 58,120				\$ -		\$ 58,120	\$ -
SUBTOTALS PAGE 4			\$ 2,704,210	\$ 2,093,289	\$ 60,130	\$ 98,388	\$ 2,251,807	83%	\$ 452,403	\$ 112,590

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
76	08 41 13 Aluminum Framed Entrances and Storef	L	\$ 51,610	\$ 40,000			\$ 40,000	78%	\$ 11,610	\$ 2,000
77	08 41 13 Aluminum Framed Entrances and Storef	M	\$ 91,350	\$ 63,612			\$ 63,612	70%	\$ 27,738	\$ 3,181
78	08 51 13 Aluminum Windows	L	\$ 6,090	\$ 6,090			\$ 6,090	100%	\$ -	\$ 305
79	08 51 13 Aluminum Windows	M	\$ 10,390	\$ 10,390			\$ 10,390	100%	\$ -	\$ 520
80	08 71 00 Door Hardware	L	\$ 4,100				\$ -		\$ 4,100	\$ -
81	08 71 00 Door Hardware	M	\$ 46,710			\$ 45,354	\$ 45,354	97%	\$ 1,356	\$ 2,268
82	08 80 00 Glazing	L	\$ 2,340				\$ -		\$ 2,340	\$ -
83	08 80 00 Glazing	M	\$ 4,250				\$ -		\$ 4,250	\$ -
84	08 83 00 Mirrors	L	\$ 1,400				\$ -		\$ 1,400	\$ -
85	08 83 00 Mirrors	M	\$ 1,900				\$ -		\$ 1,900	\$ -
86	09 05 12 Concrete Floor Moisture Content and pH	LM	\$ 2,340				\$ -		\$ 2,340	\$ -
87	09 22 16 Non-Structural Metal Framing	L	\$ 26,270	\$ 26,270			\$ 26,270	100%	\$ -	\$ 1,314
88	09 22 16 Non-Structural Metal Framing	M	\$ 20,000	\$ 20,000			\$ 20,000	100%	\$ -	\$ 1,000
89	09 29 00 Gypsum Board	L	\$ 54,360		\$ 34,000		\$ 34,000	63%	\$ 20,360	\$ 1,700
90	09 29 00 Gypsum Board	M	\$ 21,550		\$ 15,000		\$ 15,000	70%	\$ 6,550	\$ 750
91	09 30 00 Tiling	L	\$ 12,410				\$ -		\$ 12,410	\$ -
92	09 30 00 Tiling	M	\$ 12,670				\$ -		\$ 12,670	\$ -
93	09 51 13 Acoustical Panel Ceilings	L	\$ 6,890				\$ -		\$ 6,890	\$ -
94	09 51 13 Acoustical Panel Ceilings	M	\$ 19,760				\$ -		\$ 19,760	\$ -
95	09 65 13 Resilient Base and Accessories	L	\$ 1,640				\$ -		\$ 1,640	\$ -
96	09 65 13 Resilient Base and Accessories	M	\$ 2,360				\$ -		\$ 2,360	\$ -
97	09 67 26 Quartz Flooring	LM	\$ 3,000				\$ -		\$ 3,000	\$ -
98	09 68 13 Tile Carpeting	L	\$ 1,720				\$ -		\$ 1,720	\$ -
99	09 68 13 Tile Carpeting	M	\$ 10,750			\$ 10,348	\$ 10,348	96%	\$ 402	\$ 517
100	09 68 20 Carpet Tile Entrance Mats	L	\$ 230				\$ -		\$ 230	\$ -
	SUBTOTALS PAGE 5		\$ 3,120,300	\$ 2,259,651	\$ 109,130	\$ 154,090	\$ 2,522,871	81%	\$ 597,429	\$ 126,144

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A Item No.	B Description of Work	CAT	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
				From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
101	09 68 20 Carpet Tile Entrance Mats	M	\$ 1,830				\$ -		\$ 1,830	\$ -
102	09 84 00 Acoustical Ceiling Treatment	L	\$ 1,990				\$ -		\$ 1,990	\$ -
103	09 84 00 Acoustical Ceiling Treatment	M	\$ 3,390				\$ -		\$ 3,390	\$ -
104	09 90 00 Paints and Coatings & HPC	LM	\$ 46,700				\$ -		\$ 46,700	\$ -
105	10 11 00 Visual Display Surfaces	L	\$ 830				\$ -		\$ 830	\$ -
106	10 11 00 Visual Display Surfaces	M	\$ 1,810			\$ 1,407	\$ 1,407	78%	\$ 403	\$ 70
107	10 14 00 Identification Devices	L	\$ 2,960				\$ -		\$ 2,960	\$ -
108	10 14 00 Identification Devices	M	\$ 8,580				\$ -		\$ 8,580	\$ -
109	10 14 26 Post and Panel Signage	L	\$ 350				\$ -		\$ 350	\$ -
110	10 14 26 Post and Panel Signage	M	\$ 740				\$ -		\$ 740	\$ -
111	10 24 00 Equipment Screening	L	\$ 37,150				\$ -		\$ 37,150	\$ -
112	10 24 00 Equipment Screening	M	\$ 62,000				\$ -		\$ 62,000	\$ -
113	10 26 00 Wall and Door Protection	L	\$ 490				\$ -		\$ 490	\$ -
114	10 26 00 Wall and Door Protection	M	\$ 3,260			\$ 2,857	\$ 2,857	88%	\$ 403	\$ 143
115	10 28 00 Toilet, Bath and Laundry Accessories	L	\$ 1,760				\$ -		\$ 1,760	\$ -
116	10 28 00 Toilet, Bath and Laundry Accessories	M	\$ 3,200			\$ 2,716	\$ 2,716	85%	\$ 484	\$ 136
117	10 29 00 Bird and Pest Control	L	\$ 2,660				\$ -		\$ 2,660	\$ -
118	10 29 00 Bird and Pest Control	M	\$ 540				\$ -		\$ 540	\$ -
119	10 44 13 Fire Extinguisher Cabinets	L	\$ 290				\$ -		\$ 290	\$ -
120	10 44 13 Fire Extinguisher Cabinets	M	\$ 1,450			\$ 1,450	\$ 1,450	100%	\$ -	\$ 73
121	10 51 13 Metal Lockers	L	\$ 2,580				\$ -		\$ 2,580	\$ -
122	10 51 13 Metal Lockers	M	\$ 11,400				\$ -		\$ 11,400	\$ -
123	10 51 16 Wood Lockers	L	\$ 4,450				\$ -		\$ 4,450	\$ -
124	10 51 16 Wood Lockers	M	\$ 50,000				\$ -		\$ 50,000	\$ -
125	10 75 00 Flagpoles	L	\$ 5,360	\$ 2,500			\$ 2,500	47%	\$ 2,860	\$ 125
	SUBTOTALS PAGE 6		\$ 3,376,070	\$ 2,262,151	\$ 109,130	\$ 162,520	\$ 2,533,801	75%	\$ 842,269	\$ 126,690

CONTINUATION SHEET

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A	B		C	D	E	F	G		H	I
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
126	10 75 00 Flagpoles	M	\$ 3,770	\$ 250			\$ 250	7%	\$ 3,520	\$ 13
127	12 24 13 Roller Window Shades	L	\$ 1,800				\$ -		\$ 1,800	\$ -
128	12 24 13 Roller Window Shades	M	\$ 5,300				\$ -		\$ 5,300	\$ -
129	21 00 00 Fire Suppression System	L	\$ 47,980	\$ 40,783			\$ 40,783	85%	\$ 7,197	\$ 2,039
130	21 00 00 Fire Suppression System	M	\$ 17,000	\$ 14,200			\$ 14,200	84%	\$ 2,800	\$ 710
131	22 10 00 Plumbing Piping Systems and Valves	L	\$ 81,600	\$ 70,992	\$ 6,000		\$ 76,992	94%	\$ 4,608	\$ 3,850
132	22 10 00 Plumbing Piping Systems and Valves	M	\$ 67,710	\$ 56,866	\$ 8,444		\$ 65,310	96%	\$ 2,400	\$ 3,266
133	22 10 23 Natural Gas Piping Systems	L	\$ 13,230	\$ 7,578	\$ 3,500		\$ 11,078	84%	\$ 2,152	\$ 554
134	22 10 23 Natural Gas Piping Systems	M	\$ 9,480	\$ 5,688	\$ 2,500		\$ 8,188	86%	\$ 1,292	\$ 409
135	22 10 30 Plumbing Specialties	L	\$ 8,370	\$ 5,500			\$ 5,500	66%	\$ 2,870	\$ 275
136	22 10 30 Plumbing Specialties	M	\$ 5,500	\$ 2,900			\$ 2,900	53%	\$ 2,600	\$ 145
137	22 11 23 Domestic Water Pumps	L	\$ 2,690				\$ -		\$ 2,690	\$ -
138	22 11 23 Domestic Water Pumps	M	\$ 3,100				\$ -		\$ 3,100	\$ -
139	22 30 00 Plumbing Equipment	L	\$ 11,700				\$ -		\$ 11,700	\$ -
140	22 30 00 Plumbing Equipment	M	\$ 14,300				\$ -		\$ 14,300	\$ -
141	22 40 00 Plumbing Fixtures	L	\$ 26,320	\$ 8,600			\$ 8,600	33%	\$ 17,720	\$ 430
142	22 40 00 Plumbing Fixtures	M	\$ 71,540	\$ 46,953			\$ 46,953	66%	\$ 24,587	\$ 2,348
143	23 05 93 Testing, Adjusting, and Balancing	LM	\$ 13,120				\$ -		\$ 13,120	\$ -
144	23 07 13 Duct Insulation	L	\$ 4,860	\$ 2,478			\$ 2,478	51%	\$ 2,382	\$ 124
145	23 07 13 Duct Insulation	M	\$ 6,270	\$ 3,000			\$ 3,000	48%	\$ 3,270	\$ 150
146	23 07 19 HVAC Pipe Insulation	L	\$ 11,830				\$ -		\$ 11,830	\$ -
147	23 07 19 HVAC Pipe Insulation	M	\$ 13,150				\$ -		\$ 13,150	\$ -
148	23 09 00 Controls	LM	\$ 231,120	\$ 119,090	\$ 26,900		\$ 145,990	63%	\$ 85,130	\$ 7,300
149	23 21 00 Hydronic Piping Systems and Valves	L	\$ 32,230	\$ 25,785			\$ 25,785	80%	\$ 6,445	\$ 1,289
150	23 21 00 Hydronic Piping Systems and Valves	M	\$ 21,000	\$ 16,500			\$ 16,500	79%	\$ 4,500	\$ 825
	SUBTOTALS PAGE 7		\$ 4,101,040	\$ 2,689,314	\$ 156,474	\$ 162,520	\$ 3,008,308	73%	\$ 1,092,732	\$ 150,415

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ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A	B		C	D	E	F	G		H	I
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
151	23 21 23 HVAC Pumps	L	\$ 15,210		\$ 1,521		\$ 1,521	10%	\$ 13,689	\$ 76
152	23 21 23 HVAC Pumps	M	\$ 23,110		\$ 2,310	\$ 9,099	\$ 11,409	49%	\$ 11,701	\$ 570
153	23 25 00 Chemical Treatment Systems	L	\$ 7,020				\$ -		\$ 7,020	\$ -
154	23 25 00 Chemical Treatment Systems	M	\$ 4,500			\$ 4,000	\$ 4,000	89%	\$ 500	\$ 200
155	23 31 00 Ductwork	L	\$ 75,950	\$ 61,638	\$ 9,595		\$ 71,233	94%	\$ 4,717	\$ 3,562
156	23 31 00 Ductwork	M	\$ 57,710	\$ 46,528	\$ 8,568		\$ 55,096	95%	\$ 2,614	\$ 2,755
157	23 34 16 Centrifugal Fans	L	\$ 800		\$ 400		\$ 400	50%	\$ 400	\$ 20
158	23 34 16 Centrifugal Fans	M	\$ 1,700		\$ 1,500		\$ 1,500	88%	\$ 200	\$ 75
159	23 34 23 Power Ventilators	L	\$ 1,590				\$ -		\$ 1,590	\$ -
160	23 34 23 Power Ventilators	M	\$ 6,690			\$ 4,569	\$ 4,569	68%	\$ 2,121	\$ 228
161	23 37 00 Grilles, Registers, and Diffusers	L	\$ 7,000				\$ -		\$ 7,000	\$ -
162	23 37 00 Grilles, Registers, and Diffusers	M	\$ 42,740			\$ 42,740	\$ 42,740	100%	\$ -	\$ 2,137
163	23 57 33 Geothermal Heat Exchanger	L	\$ 99,590	\$ 99,590			\$ 99,590	100%	\$ -	\$ 4,980
164	23 57 33 Geothermal Heat Exchanger	M	\$ 45,900	\$ 45,900			\$ 45,900	100%	\$ -	\$ 2,295
165	23 74 23.13 Gas Fired Make-Up Air Units	L	\$ 3,180	\$ 3,180			\$ 3,180	100%	\$ -	\$ 159
166	23 74 23.13 Gas Fired Make-Up Air Units	M	\$ 20,240	\$ 20,240			\$ 20,240	100%	\$ -	\$ 1,012
167	23 75 13 Packaged Water Source Dedicated Outs	L	\$ 3,800	\$ 3,800			\$ 3,800	100%	\$ -	\$ 190
168	23 75 13 Packaged Water Source Dedicated Outs	M	\$ 55,360	\$ 55,360			\$ 55,360	100%	\$ -	\$ 2,768
169	23 81 46 Packaged Water Source Heat Pumps	L	\$ 7,960	\$ 7,960			\$ 7,960	100%	\$ -	\$ 398
170	23 81 46 Packaged Water Source Heat Pumps	M	\$ 43,990	\$ 43,990			\$ 43,990	100%	\$ -	\$ 2,200
171	23 82 00 Terminal Heat Transfer Equipment	L	\$ 5,550				\$ -		\$ 5,550	\$ -
172	23 82 00 Terminal Heat Transfer Equipment	M	\$ 20,180			\$ 13,561	\$ 13,561	67%	\$ 6,619	\$ 678
173	26 05 13 Wire and Cable	L	\$ 22,820	\$ 10,000	\$ 2,280		\$ 12,280	54%	\$ 10,540	\$ 614
174	26 05 13 Wire and Cable	M	\$ 33,000	\$ 5,000	\$ 3,300		\$ 8,300	25%	\$ 24,700	\$ 415
175	26 05 33 Conduit and Boxes	L	\$ 44,470	\$ 43,400			\$ 43,400	98%	\$ 1,070	\$ 2,170
	SUBTOTALS PAGE 8		\$ 4,751,100	\$ 3,135,900	\$ 185,948	\$ 236,489	\$ 3,558,337	75%	\$ 1,192,763	\$ 177,917

CONTINUATION SHEET

Page 10 of 12 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A	B		C	D	E	F	G	H	I	
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D'or'E)	Total Completed And Stored To Date (D + E + F)	%(G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
176	26 05 33 Conduit and Boxes	M	\$ 46,500	\$ 46,100			\$ 46,100	99%	\$ 400	\$ 2,305
177	26 05 73 Power System Study	LM	\$ 2,930				\$ -		\$ 2,930	\$ -
178	26 05 17 Electric Heat Trace and Snow Melt	LM	\$ 18,500	\$ 18,500			\$ 18,500	100%	\$ -	\$ 925
179	26 24 16 Panelboards (Distribution Equipment)	L	\$ 14,040	\$ 9,500	\$ 1,500		\$ 11,000	78%	\$ 3,040	\$ 550
180	26 24 16 Panelboards (Distribution Equipment)	M	\$ 92,000	\$ 28,000	\$ 15,000		\$ 43,000	47%	\$ 49,000	\$ 2,150
181	26 27 26 Wiring Devices	L	\$ 7,610				\$ -		\$ 7,610	\$ -
182	26 27 26 Wiring Devices	M	\$ 9,000				\$ -		\$ 9,000	\$ -
183	26 36 00 Transfer Switch	M	\$ 34,000	\$ 34,000			\$ 34,000	100%	\$ -	\$ 1,700
184	26 51 19 LED Lighting & Lighting Control	L	\$ 33,940	\$ 15,000			\$ 15,000	44%	\$ 18,940	\$ 750
185	26 51 19 LED Lighting & Lighting Control	M	\$ 137,000	\$ 6,500		\$ 87,002	\$ 93,502	68%	\$ 43,498	\$ 4,675
186	27 05 28 Interior Communications Pathways	L	\$ 9,950	\$ 9,525			\$ 9,525	96%	\$ 425	\$ 476
187	27 05 28 Interior Communications Pathways	M	\$ 9,000	\$ 8,500			\$ 8,500	94%	\$ 500	\$ 425
188	27 05 43 Exterior Communications Pathways	L	\$ 4,450	\$ 4,450			\$ 4,450	100%	\$ -	\$ 223
189	27 05 43 Exterior Communications Pathways	M	\$ 1,200	\$ 1,200			\$ 1,200	100%	\$ -	\$ 60
190	27 13 00 Structured Cabling Requirements	L	\$ 33,350	\$ 6,200			\$ 6,200	19%	\$ 27,150	\$ 310
191	27 13 00 Structured Cabling Requirements	M	\$ 26,500			\$ 12,836	\$ 12,836	48%	\$ 13,664	\$ 642
192	28 31 00 Fire Alarm and Detection Systems	L	\$ 24,580				\$ -		\$ 24,580	\$ -
193	28 31 00 Fire Alarm and Detection Systems	M	\$ 42,000				\$ -		\$ 42,000	\$ -
194	31 20 00 Earthwork, Subgrade, and Subbase	LM	\$ 150,080	\$ 122,300	\$ 18,700		\$ 141,000	94%	\$ 9,080	\$ 7,050
195	31 25 00 Erosion and Sediment Control	LM	\$ 9,950	\$ 5,850	\$ 1,400		\$ 7,250	73%	\$ 2,700	\$ 363
196	32 13 13 Portland Cement Concrete Pavement	LM	\$ 219,380	\$ 219,380			\$ 219,380	100%	\$ -	\$ 10,969
197	32 13 14 Sidewalks, Shared Use Paths, and Drive	LM	\$ 32,180				\$ -		\$ 32,180	\$ -
198	32 17 23 Pavement Markings	LM	\$ 1,290				\$ -		\$ 1,290	\$ -
199	32 92 19 Seeding	LM	\$ 970				\$ -		\$ 970	\$ -
200	32 92 23 Sodding	LM	\$ 39,320				\$ -		\$ 39,320	\$ -
	SUBTOTALS PAGE 9		\$ 5,750,820	\$ 3,670,905	\$ 222,548	\$ 336,327	\$ 4,229,780	74%	\$ 1,521,040	\$ 211,489

CONTINUATION SHEET

Page 11 of 12 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9

PROJECT:

APPLICATION DATE: 3-Jan-25

ANKENY FIRE STATION #4

PERIOD TO: 3-Jan-25

ARCHITECT'S PROJECT NO: 901.4210

A	B		C	D	E	F	G		H	I
Item No.	Description of Work	CAT	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
				From Previous Application (D + E)	This Period					
201	32 93 00 Plant Material and Planting	LM	\$ 34,460				\$ -		\$ 34,460	\$ -
202	33 14 16 Water Main & Accessories	L	\$ 29,080	\$ 29,080			\$ 29,080	100%	\$ -	\$ 1,454
203	33 14 16 Water Main & Accessories	M	\$ 32,950	\$ 32,950			\$ 32,950	100%	\$ -	\$ 1,648
204	33 31 13 Sanitary Utility Piping	L	\$ 12,870	\$ 12,870			\$ 12,870	100%	\$ -	\$ 644
205	33 31 13 Sanitary Utility Piping	M	\$ 4,050	\$ 4,050			\$ 4,050	100%	\$ -	\$ 203
206	33 41 00 Subdrains and Footing Drain Collectors	L	\$ 5,270	\$ 5,270			\$ 5,270	100%	\$ -	\$ 264
207	33 41 00 Subdrains and Footing Drain Collectors	M	\$ 2,500	\$ 2,500			\$ 2,500	100%	\$ -	\$ 125
208	33 42 11 Storm Utility	L	\$ 38,620	\$ 38,620			\$ 38,620	100%	\$ -	\$ 1,931
209	33 42 11 Storm Utility	M	\$ 57,700	\$ 57,700			\$ 57,700	100%	\$ -	\$ 2,885
210				\$ -			\$ -		\$ -	\$ -
211				\$ -			\$ -		\$ -	\$ -
212	PR-1 - Electrical Primary and City Comments	LM	\$ 23,436	\$ 23,436			\$ 23,436	100%	\$ -	\$ 1,172
213	PR-2 - Added Scope for Future Fueling Station	LM	\$ 4,971	\$ 4,971			\$ 4,971	100%	\$ -	\$ 249
214	PR-3 - Deduct Snow Melt and Transfer Switch	LM	\$ (52,500)	\$ (52,500)			\$ (52,500)	100%	\$ -	\$ (2,625)
215	PR-4 - Door and Hardware Changes from Submit	LM	\$ 2,088	\$ 2,088			\$ 2,088	100%	\$ -	\$ 104
216	PR-5 - Remove Existing Foundation and Cap Exis	LM	\$ 6,966	\$ 6,966			\$ 6,966	100%	\$ -	\$ 348
217	PR-7 - Vending EM Power	LM	\$ -	\$ -			\$ -	100%	\$ -	\$ -
218							\$ -		\$ -	\$ -
219							\$ -		\$ -	\$ -
220							\$ -		\$ -	\$ -
221							\$ -		\$ -	\$ -
222							\$ -		\$ -	\$ -
223							\$ -		\$ -	\$ -
224							\$ -		\$ -	\$ -
225							\$ -		\$ -	\$ -
	SUBTOTALS PAGE 10		\$ 5,953,281	\$ 3,838,906	\$ 222,548	\$ 336,327	\$ 4,397,781	74%	\$ 1,555,500	\$ 219,889

Tabulation of Stored Materials

Contractor: HPC, L.L.C.
 Application Date:
01/3/2025

Invoice No. (Materials Added)	Description of Material	(1) Materials Stored in Last Application		*(2) Material Added Since Last Application		(3) Materials Used Since Last Application		(4) Materials Stored in This Application	
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
Interface 2514226	Carpet	\$0.00	\$10,348.27					\$0.00	\$10,348.27
Moeller Electric	Lighting	\$0.00	\$81,707.68					\$0.00	\$81,707.68
Construcion Supply	Toilet Accessories	\$0.00	\$2,716.00					\$0.00	\$2,716.00
Construcion Supply	Corner Guards	\$0.00	\$2,857.00					\$0.00	\$2,857.00
Construcion Supply	FEC & FE	\$0.00	\$1,450.00					\$0.00	\$1,450.00
3E - 8497524-05	Light Fixtures	\$0.00	\$3,020.00					\$0.00	\$3,020.00
3E - 8497728-00	Light Fixtures	\$0.00	\$2,275.00					\$0.00	\$2,275.00
Construction Supply - 24172	MB and TB	\$0.00	\$1,407.00					\$0.00	\$1,407.00
Setpoint - 32652	Power Vents	\$4,569.00	\$0.00					\$4,569.00	\$0.00
Setpoint - 32652	Grilles & Registers	\$42,740.00	\$0.00					\$42,740.00	\$0.00
Setpoint - 32652	Terminal Heat Equip	\$13,561.00	\$0.00					\$13,561.00	\$0.00
Johnson Hardware	Wood Doors	\$0.00	\$13,375.34					\$0.00	\$13,375.34
Johnson Hardware	Hardware	\$0.00	\$36,283.00					\$0.00	\$36,283.00
Johnson Hardware	Hardware	\$0.00	\$9,071.00					\$0.00	\$9,071.00
Graybar-9339233303	Structured Cable	\$0.00	\$12,835.80					\$0.00	\$12,835.80
Morin - 2136033	Panel Hardware	\$12,223.60	\$0.00					\$12,223.60	\$0.00
Morin - 2136034	Classic II Panel	\$1,745.68	\$0.00					\$1,745.68	\$0.00
Morin - 2136035	Panels	\$17,579.66	\$0.00					\$17,579.66	\$0.00
Hydronic Energy - 098028	Geo Pumps and Accessor.	\$0.00	\$0.00	\$9,099.00				\$9,099.00	\$0.00
Hydronic Energy - 098033	Chem Feed	\$0.00	\$0.00	\$4,000.00				\$4,000.00	\$0.00
Holcom-91872141	Metal Edging@High Roof	\$0.00	\$0.00	\$8,363.18				\$8,363.18	\$0.00
SnowGem - 91963	Snow Guards	\$0.00	\$0.00	\$5,319.60				\$5,319.60	\$0.00
Berridge KSC-0010075	Flat Stock	\$0.00	\$0.00	\$6,077.30				\$6,077.30	\$0.00
Berridge KSC-0010210	Roof Panels	\$0.00	\$0.00	\$33,704.70				\$33,704.70	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
		\$0.00	\$0.00					\$0.00	\$0.00
TOTAL		\$92,418.94	\$177,346.09	\$66,563.78	\$0.00	\$0.00	\$0.00	\$158,982.72	\$177,346.09

\$336,328.81

Hydronic Energy Inc
 3307 104TH ST
 URBANDALE IA 50322-3821
 Phone: (515) 276-4935

INVOICE

Number	098033
Date	10/28/2024
Page	1

Bill-to: 5488 KOVARIK ONSTOT ELITE PLUMBING 4810 WESTBEND DR AMES IA 50014-3659	Ship-to: TEMP KOVARIK ONSTOT ELEINTE PLUMBIN 31295 510TH AVE SLATER IA 50244-8509
--	--

Reference #	Shipped	Sales Rep	Terms	Doc #	Wh	Freight	Ship Via
ANKENY FIRE NO 4	10/28/2024	MHW MATT WYKOF	NET 30	D11270	10	PREPAID	BEST WAY

Job #	Job Name	Item	Amount
MHW-24022 001 02	Ankeny Fire Station No 4 ORD: 1 SHP: 1 on-site	GLYCOL FEED UNIT JL WINGERT ECONOMY 55 GAL GLYC OL FEED W/ LOW LVL CONTROL Tracking Information: PREMIER DELIVERY	4,000.00 .00

Sub-Total	Tax	Freight	Total Due
4,000.00	.00	.00	\$ 4,000.00

Customer Copy

Hydronic Energy Inc
 3307 104TH ST
 URBANDALE IA 50322-3821
 Phone: (515) 276-4935

INVOICE

Number	098028
Date	10/28/2024
Page	1 of 1

Job: MHW-24022 Ankeny Fire Station No 4

Bill-to: 5488 KOVARIK ONSTOT ELITE PLUMBING 4810 WESTBEND DR AMES IA 50014-3659	Ship-to: TEMP KOVARIK ONSTOT ELITE PLUMBING 31295 510TH AVE SLATER IA 50244-8509
--	---

Reference #	Shipped	Salesperson	Terms	Doc #	wh	Freight	Ship Via
ANKENY FIRE NO 4	10/28/2024	MHW MATT WYKOFF	NET 30	045713	10	PREPAID	BEST WAY

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
TP	TACO PUMPS AND ACCESSORIES							
LP	LOT PRICE	1.00	1.00	.00	LT	9,099.00	LT	9,099.00
ACCESS	TACO KV1506D, 184JM, 3500 RPM	2	2	0	EA	.00	EA	.00
	Note: 60 GPM @ 115' HD							
	IMPELLER: 6.25"/5.2"							
	TAG: GWP-1 & GWP-2							
TAKP2030D	TACO KV1506D CASING KIT	2	2	0	EA	.00	EA	.00
TAKP3035D	TACO KV1506D COVER 143-184	2	2	0	EA	.00	EA	.00
KP4685D	KIT IMP/SEAL KV1506D 125PSI	2	2	0	EA	.00	EA	.00
	7/8IN BORE							
EJMM3219T-G	7.5HP,3450RPM,3PH,60HZ,184JM,3	2	2	0	EA	.00	EA	.00
	632M,OPSB							
TAMPV025-4	TACO 2 1/2" MULTI-PURPOSE VLV	2	2	0	EA	.00	EA	.00
MEMMCC0250	MFLEX 2.5X9 METRA MINI S/S	4	4	0	EA	.00	EA	.00
TAPAX84-150	TACO BLADDER TANK - 150 PSI	1	1	0	EA	.00	EA	.00
TA418	TACO 3/4" HYVENT NPT	1	1	0	EA	.00	EA	.00
TAAC025F-125	TACO 2 1/2" AIR SEP W/STR	1	1	0	EA	.00	EA	.00
MEMVC150075	METRAFLEX AIR VENT 3/4"	1	1	0	EA	.00	EA	.00
GRQS3MPNRZ	2" FPT QUICKSET CV=65.2	2	2	0	EA	.00	EA	.00
GR9579-22	2" FNPT TAILPIECE	2	2	0	EA	.00	EA	.00
GRQS1FPNGZ	1" FNPT QUICKSET CV=7.6	1	1	0	EA	.00	EA	.00
GR9025	1" FPT TAILPIECE W/COUPLING	1	1	0	EA	.00	EA	.00
MELPD0250	MFLEX STRAINER 2 1/2" FLG	2	2	0	EA	.00	EA	.00
	Tracking Information:							
	PREMIER DELIVERY							
	ON-site							

Merchandise	Discount	Tax	Freight	Total Due
9,099.00	.00	.00	.00	9,099.00

Customer Copy



26 Century Blvd., Suite 205, Nashville, TN 37214

INVOICE

INVOICE NUMBER	
91872141	
DATE	PAGE NO:
11/06/2024	1 OF 1

CHARGE TO:		CUSTOMER NO:					
HOPKINS ROOFING INC 929 OPPORTUNITY LANE PELLA IA 50218-7949		40009736					
SHIP TO:		CUSTOMER NO:					
HOPKINS ROOFING INC 2320 NW Welgel Drive Ankeny IA 50023		40009736					
SALES ORDER	P.O. NUMBER	ORDERED	REQUEST	SHIPPED	ORDER CREATED	FREIGHT TERMS	
21046958	929-Ankeny Fire Station	10/17/2024	10/17/2024		Trevor Ellis	PPA	
CURRENCY	DELIVERY	WEIGHT	SHIP VIA		SHIP POINT PLANT		
USD	0021046958	0.000			HBE Division Headquarters		
COUNTRY OF ORIGIN		QUOTE #	SALESREP		PAYMENT TERMS		
US			KELLER & ASSOCIATES		Within 60 days Due net		
ITEM	MATERIAL No.	DESCRIPTION	U/M	ORDERED	SHIPPED	PRICE	EXT PRICE
10	W56RAC3863	ELEVATE METAL EDGE SYSTEM - ELEVATE	EA	1	1	8,363.1800	8,363.18
Job-Ankeny Fire Station							

on-site

Subtotal	8,363.18
State Sales/Use	501.79
Total	8,864.97

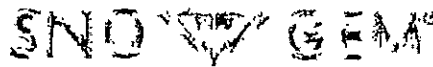
REMIT TO:
Holcim Solutions and Products US, LLC
PO Box 93661 Chicago, IL 60673
Or ACH: Translt # 071923226 / Account # 0998702 / Swift code CHASUS33

HOLCIM SOLUTIONS AND PRODUCTS US, LLC

PAYABLE IN US FUNDS

PAST DUE INVOICES SUBJECT TO 10% EFFECTIVE ANNUAL INTEREST, NOT TO EXCEED THE MAXIMUM PERMITTED BY STATE LAW
B2P, 11/07/2024, 02:44:50

For full terms & conditions, please visit <https://www.holcimbe.com/en/terms-of-sale>



ESTIMATE / ORDER FORM

Raising the Bar in Snow Retention

4800 Metalmaster Way
McHenry, IL 60050PH: 888-766-4367 FX: 815-455-4367
Email: info@sno gem.com Web: www.sno gem.com

DATE	ESTIMATE #
11/13/2024	91963

COMPANY NAME / BILL TO ADDRESS Hopkins Roofing Attn: Noah Clayberg 929 Opportunity Lane Pella, IA 50219 641-621-0131	SHIP TO ADDRESS Job Site - 2320 Northwest Weigel Dr Ankeny, IA 50023 c/o - Noah Clayberg/641-621-0131		
	<table><tr><td>Business</td><td>Residential</td></tr></table>	Business	Residential
Business	Residential		

LEAD TIME	TERMS	REP	APPROXIMATE SHIP DATE	PROJECT STATUS	PROJECT NAME
6-8 weeks	Credit Card/Prepay	BL		New Bid	Ankeny Fire Station No.4
QUANTITY	ITEM	DESCRIPTION		PRICE EACH	Total
600	SGM-017-T	Original (5" x 5") Berridge - Copper Brown Sno-Gem w/ Tape		7.25	4,350.00
38	SB-190	SB-190 Adhesive/Sealant		12.25	465.50
6	16oz-ALCH.	Sno-Gem Metal Panel Cleaner (16 oz.)		4.85	29.10
	Color Fee	Color Set-Up Fee - Berridge Copper Brown		275.00	275.00
	Freight	Estimated FedEx		200.00	200.00
		3M TAPE INSTALLATION			
		ANKENY FIRE STATION NO.4 - ANKENY, IA			
		on-site			

Authorized Signature

Date

I agree to the terms of this Estimate/Intent To Order including, but not limited to, the Terms and Conditions attached hereto.

Total \$5,319.60

Acceptance of this intent to order form authorizes Sno Gem, Inc. to lock in set pricing for this project, on behalf, and based on the anticipated ship date listed above. Actual ship date will need to be confirmed within the Sno Gem, Inc. invoice form, which will follow under a separate cover.

The freight charges on this form are an ESTIMATE ONLY. Actual freight charges may vary from the amount on this estimate. Pricing does not include a liftgate for LTL service if a forklift is not available on site, delivering to a residential area, or to a construction site. Purchaser is responsible for any and all additional shipping charges incurred as a result of any errors in the shipping address furnished to Sno Gem, Inc. by the Purchaser. Please notify Sno Gem, Inc. if any of these additional charges may apply to your shipment.

Accepted estimates will be valid 30 calendar days beyond the approximate ship date listed above, or this estimate may be subject to a price adjustment. Estimates furnished without an approximate ship date are valid for 30 days from date of estimate. Prices are subject to change without notice thereafter.

****ALL ESTIMATES ARE QUOTED IN US CURRENCY****



Berridge Manufacturing Company
P.O. Box 301287
Dallas, TX 75303-1287
Phone No.: (800) 669-0009
Fax No.: (210) 650-0379

Page 1

INVOICE

Invoice No. KSC-INV-0010075
Order No. KSC-0015962
Job Data No. JD190083

(800) 669-0009

Invoice Date	Date Ordered	Order By	Purchase Order	Payment Terms	Due Date
11/06/24	10/24/24	ROGER DEWAARD	ankenyl,ia fire station	Net 30 Days w/Job Data	12/06/24
Rep Name		Schwab (Iowa)	Salesperson		
Item	Code	Product Description	Quantity	Price	Amount
1	CBN FL-P-24A-SC	Copper Brown KYNAR 500lg® HYLAR 5000™ Flat Sheet, Primary 24 GA. Galvalume AZ50 Pieces: 80 Width: 48" Length: 10' **TOTAL** <i>On-site</i>	3,200.00	1.71 / SF	5,472.00
Job Data: JD190083 - Ankeny Fire Station #4 2320 Nw Weigel Dr Ankeny, IA 500213 Date Shipped: 11/05/24 Shipped VIA: LANDSTAR Shipped to: HOPKINS ROOFING, INC Ika Koopman Roofing, Inc dylan tigue 929 Opportunity Lane Pella, IA 50219				Total Material Set up Pallets Freight Sales Tax % Total	5,472.00 0.00 80.00 525.30 0.0000 0.00 6,077.30



Berridge Manufacturing Company

P.O. Box 301287

Dallas, TX 75303-1287

Phone No.: (800) 669-0009

Fax No.: (210) 650-0379

Page 1

INVOICE

Invoice No. KSC-INV-0010210

Order No. KSC-0016062

Job Data No. JD190083

(800) 669-0009

Invoice Date		Date Ordered	Order By	Purchase Order	Payment Terms		Due Date
12/26/24		11/15/24	NOAH CLAYBERG	ankeny fire station#4	Net 30 Days w/Job Data		01/25/25
Rep Name			Schwab (Iowa)	Salesperson			
Item	Code	Product Description			Quantity	Price	Amount
1	CBN	Copper Brown KYNAR 500lg® HYLAR 5000™					
	RP-BR-24A-SC-WV	Bermuda Roof Panel with Vinyl 24 ga. Galvalume - 11" Wide AZ50 Length: 12' Pieces: 630 **TOTAL**			69.30	426.00 / SQ	29,521.80
2	AC-BERSPL-24A-SC	Bermuda Roof Splice Plate 24 ga. Galvalume AZ50			100.00	3.58 / EA	358.00
3	AC-RIVITPT	Blind Rivet Painted .125" SS			2.00	147.00 / M	294.00
4	NA	Color - Not Applicable					
	AC-BERANK-24S-NA	Anchor Clip			8,000.00	0.14 / EA	1,120.00
5	ST-HAT-24S-NA	Hat Section Purlin 24 ga. Galvanized Length: 10' Pieces: 1 **TOTAL**			10.00	0.88 / LF	8.80
		on-site					
Job Data:							
JD190083 - Ankeny Fire Station #4					Total Material	31,302.60	
2320 Nw Weigel Dr					Set up	0.00	
Ankeny, IA 500213					Pallets	768.00	
Date Shipped: 12/26/24					Freight	1,634.10	
Shipped VIA: LANDSTAR					Sales Tax %	0.00	
Shipped to:					Total	33,704.70	
HOPKINS ROOFING, INC							
c/o ankeny fire station #4							
NOAH CLAYBERG							
2320 NW WEIGEL DRIVE							
24 HR NOTICE REQ'D							
Invoice to:							
HOPKINS ROOFING, INC							
fka Koopman Roofing, Inc							
929 Opportunity Lane							
Pella, IA 50219							



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #7 in the amount of \$27,779.06 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. HR Green - Pymt #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny, IA - NW Irvinedale Drive & NW 18th Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite,200, Johnston, IA 50131
Finance Budget Code: 922.3922.4210 Finance Project #: 922.4210
Vendor Project #: 220196 Purchase Order #: NA
Original Contract Date: May 6, 2024 Vendor Account #: 5531

Date of Council Meeting: January 20²¹, 2025 Payment Application #: 7

Payment Period: From: October 26, 2024 Through: November 29, 2024

Contract Summary:

Original Contract Amount: \$ 398,400.00
Net Change by Change Orders: \$ 69,053.00
Contract Amount to Date: (line 1 ± 2) \$ 467,453.00

Total Completed and Stored to Date: \$ 398,352.60
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 398,352.60
Less Previous Applications for Payment: \$ 370,573.54
SUBTOTAL: \$ 27,779.06

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 27,779.06

Balance to Finish, Including Retainage: \$ 69,100.40

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 Date

City of Ankeny Staff Approval: *Matthew Grgurich*
Signature Date 1/10/2025

Submit to: Matt Grgurich, Civil Engineer II
E-mail: mgrgurich@ankenyiowa.gov Phone Number: 515-963-3549

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
1.00	PROJECT MANAGEMENT & ADMINISTRATION													
	Engineering	EA	1.00		1.00	\$ 4,528.75	\$ 4,528.75	1.00	\$ 4,528.75		1.00	\$ 4,528.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,953.75	\$ 2,953.75	1.00	\$ 2,953.75		1.00	\$ 2,953.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 4,385.00	\$ 4,385.00	1.00	\$ 4,385.00		1.00	\$ 4,385.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,703.58	\$ 1,703.58	1.00	\$ 1,703.58		1.00	\$ 1,703.58	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,843.00	\$ 2,843.00	1.00	\$ 2,843.00		1.00	\$ 2,843.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,503.75	\$ 3,503.75	1.00	\$ 3,503.75		1.00	\$ 3,503.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 665.00	\$ 665.00	1.00	\$ 665.00		1.00	\$ 665.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
2.00	UTILITY COORDINATION													
	Engineering	EA	1.00		1.00	\$ 2,127.50	\$ 2,127.50	1.00	\$ 2,127.50		1.00	\$ 2,127.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,717.50	\$ 1,717.50	1.00	\$ 1,717.50		1.00	\$ 1,717.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 6,190.00	\$ 6,190.00	1.00	\$ 6,190.00		1.00	\$ 6,190.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,553.75	\$ 1,553.75	1.00	\$ 1,553.75		1.00	\$ 1,553.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,490.81	\$ 1,490.81	1.00	\$ 1,490.81		1.00	\$ 1,490.81	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,287.06	\$ 3,287.06	1.00	\$ 3,287.06		1.00	\$ 3,287.06	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 6,392.06	\$ 6,392.06	1.00	\$ 6,392.06		1.00	\$ 6,392.06	0.00	100.00%
3.00	PRELIMINARY DESIGN													
	Engineering	EA	1.00		1.00	\$ 41,343.75	\$ 41,343.75	1.00	\$ 41,343.75		1.00	\$ 41,343.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 74,284.70	\$ 74,284.70	1.00	\$ 74,284.70		1.00	\$ 74,284.70	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 12,476.25	\$ 12,476.25	1.00	\$ 12,476.25		1.00	\$ 12,476.25	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 5,671.25	\$ 5,671.25	1.00	\$ 5,671.25		1.00	\$ 5,671.25	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
4.00	RIGHT-OF-WAY EASEMENTS													
	Engineering	EA	1.00		1.00	\$ 2,994.00	\$ 2,994.00	1.00	\$ 2,994.00		1.00	\$ 2,994.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,872.90	\$ 3,872.90	1.00	\$ 3,872.90		1.00	\$ 3,872.90	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,295.00	\$ 1,295.00	1.00	\$ 1,295.00		1.00	\$ 1,295.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 5,208.06	\$ 5,208.06	1.00	\$ 5,208.06		1.00	\$ 5,208.06	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,827.50	\$ 2,827.50	1.00	\$ 2,827.50		1.00	\$ 2,827.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,025.00	\$ 1,025.00	1.00	\$ 1,025.00		1.00	\$ 1,025.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 4,678.75	\$ 4,678.75	1.00	\$ 4,678.75		1.00	\$ 4,678.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
5.00	PROJECT INFORMATION MEETING													
	Engineering	EA	1.00		1.00	\$ 2,408.00	\$ 2,408.00	1.00	\$ 2,408.00		1.00	\$ 2,408.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
6.00	GEOTECHNICAL SERVICES													
	Engineering	EA	1.00		1.00	\$ 19,321.93	\$ 19,321.93	1.00	\$ 19,321.93		1.00	\$ 19,321.93	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 398,352.60 PAY PERIOD = \$ 398,352.60

COMPLETED = \$ 398,352.60

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 17, 2024	\$ 50,994.00
2	July 15, 2024	\$ 85,176.35
3	September 3, 2024	\$ 61,261.43
4	October 21, 2024	\$ 49,927.14
5	November 4, 2024	\$ 71,209.81
6	December 2, 2024	\$ 52,004.81
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Previous Applications for Payment:

No.	Date	Amount
36		
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PREVIOUS PAY APPS TOTAL = \$ 370,573.54

Record of Change Orders:

No.	Date	Amount
1	January 6, 2025	\$ 69,053.00
2		
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CHANGE ORDER TOTAL = \$ 69,053.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days:
Added by Change Order:
Total Working Days: 0.0
Working Days Used to Date:
Working Days Remaining: 0.0

Full Completion:

Contract Working Days:
Added by Change Order:
Total Working Days: 0.0
Working Days Used to Date:
Working Days Remaining: 0.0



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 • Fax 515.278.1846

▷ HRGREEN.COM

December 30, 2024

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

Progress Report & Attached Invoice
Ankeny, IA - NW Irvinedale Drive & NW 18th Street Intersection Improvements
HRG Project No. 220196.01
Contract date: May 6, 2024

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 #	182339
Period covered by invoice	10/26/24 – 11/29/24
Amount this invoice	\$27,779.06
Total billings to date, including this invoice	\$398,352.60
Contract maximum fee	\$398,400.00
% of Contract billed to date	99.99%

Summary of services during this billing period:

- Project Management and Administration
- Utility Coordination
- Right-of-Way and Easements Layout Updates
- Final Design

Comments:

- Per direction from Adam Lust via email on 7/12, HR Green is employing a subconsultant to complete potholing investigations in each quadrant of the intersection. This effort is being coordinated with Badger Daylighting Corp. The effort for HR Green and Badger is not included in the project scope of work. HR Green will collaborate with City staff regarding an amendment for the additional scope of work.
- Per direction from Matt Grgurich via email on 9/23, HR Green is employing a subconsultant to complete right-of-way, property owner, and real estate related services for the project in response to a retirement schedule for the City's attorney. This effort is being coordinated with JCG Land Services. The effort for HR Green and JCG is not included in the project scope of work. HR Green will collaborate with City staff regarding an amendment for the additional scope of work.

Feel free to contact me if you have any questions about the attached invoice / progress of the project.

HR GREEN, INC.

Ryan Simbro, P.E.



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

City of Ankeny, IA
Amy Quartell
220 West 1st Street
Ankeny, IA 50023

December 10, 2024
Project No: 220196.01
Invoice No: 182339
Invoice Total: \$27,779.06

Project 220196.01 Ankeny, IA - NW 18th Street & NW Irvinedale Drive Design

Professional Services Through November 29, 2024

Phase 1 Project Management and Administration

Professional Personnel

	Hours	Amount	
Professional	.50	92.50	
Junior Professional	1.50	247.50	
Admin Coordinator	2.50	325.00	
Totals	4.50	665.00	
Total Labor			665.00
Total this Phase			\$665.00

Phase 2 Utility Coordination

Professional Personnel

	Hours	Amount	
Professional	26.50	4,902.50	
Junior Professional	1.50	217.50	
Technician	10.50	1,260.00	
Totals	38.50	6,380.00	
Total Labor			6,380.00

Unit Charges

Mileage 0.67		12.06	
Total Unit Charges		12.06	12.06
Total this Phase			\$6,392.06

Phase 4 Right-of-Way and Easements

Professional Personnel

	Hours	Amount	
Professional	24.25	4,678.75	
Totals	24.25	4,678.75	
Total Labor			4,678.75
Total this Phase			\$4,678.75

Phase 7 Final Design

Professional Personnel

	Hours	Amount
Senior Professional	14.00	3,710.00

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	220196.01	Ankeny, IA - NW Irvinedale Drive and NW		Invoice	182339
Professional		32.25		5,125.75	
Junior Professional		33.50		4,837.50	
Technician		6.00		720.00	
Operators/Interns		16.50		1,650.00	
Totals		102.25		16,043.25	
Total Labor					16,043.25
			Total this Phase		\$16,043.25
Billing Limits		Current	Prior	To-Date	
Total Billings		27,779.06	370,573.54	398,352.60	
Limit				398,400.00	
Remaining				47.40	
			Total this Invoice		<u>\$27,779.06</u>



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #17 in the amount of \$2,808.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.

ORIGINATING DEPARTMENT

Economic Development

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay App #17



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

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

Invoice Number 113662
Date 12/31/2024

**Project 22-26951 High Trestle Park
Phase 1 - Ankeny, IA**

Progress billing for professional services provided through date of invoice

****INCLUDE PAY APP****

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00	\$2,600.00	
Preliminary Design	\$18,700.00	\$18,700.00	
Final Design	\$23,700.00	\$23,700.00	
Bidding	\$3,600.00	\$3,600.00	
Construction			
Construction Staking	\$5,000.00	\$696.50	
Construction Administration	\$10,578.00	\$7,300.00	\$2,808.75
	\$73,178.00	\$65,596.50	\$2,808.75

Invoice Amount \$2,808.75

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGInc.com



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$7,059.50 to JEO Consulting Group, Inc., for engineering services on the SW Magazine Road and SW Cherry Street Concept Study project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. JEO - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Magazine Road and SW Cherry Street Concept Study
Contractor: JEO Consulting Group, Inc.
Address: 1937 N. Chestnut Street, Wahoo, NE 68066
Finance Budget Code: 260.3265.4210 Finance Project #: NA
Vendor Project #: 241372 Purchase Order #: NA
Original Contract Date: July 15, 2024 Vendor Account #: 7827

Date of Council Meeting: January 20²¹, 2025 Payment Application #: 4

Payment Period: From: November 16, 2024 Through: December 13, 2024

Contract Summary:

Original Contract Amount:	\$	49,580.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	49,580.00	
Total Completed and Stored to Date:	\$	41,018.25	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	41,018.25	
Less Previous Applications for Payment:	\$	33,958.75	
SUBTOTAL:	\$		7,059.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 7,059.50

Balance to Finish, Including Retainage: \$ 8,561.75

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

December 18, 2024

Date

City of Ankeny Staff Approval:

Signature

12/26/24
Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 12/18/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 7, 2024	\$ 7,802.50
2	November 4, 2024	\$ 16,485.75
3	December 16, 2024	\$ 9,670.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 33,958.75

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:	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



Engineering | Architecture | Surveying | Planning

Invoice

December 20, 2024

Project No: R241372.00

Invoice No: 157154

Invoice Amount: 7,059.50

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

Project Manager Zachary Abrams

Project R241372.00 Ankeny Magazine Road and SW Cherry Street Intersection Study

Professional Services through December 13, 2024

See attached progress report and pay application.

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Project Management	\$6,240.00		\$4,825.00	\$4,711.25	\$113.75
Data Collection and Field Visit	\$2,400.00		\$2,387.50	\$2,387.50	0.00
Traffic Forecasts	\$2,340.00		\$2,332.50	\$2,332.50	0.00
Safety Analysis	\$3,120.00		\$3,120.00	\$3,120.00	0.00
Existing Operations and Queue Capacity Analysis	\$4,120.00		\$4,116.25	\$4,116.25	0.00
Conceptual Development of Alternatives	\$6,920.00		\$6,920.00	\$6,920.00	0.00
Alternatives Analysis	\$5,940.00		\$5,835.00	\$5,835.00	0.00
Life Cycle Analysis	\$4,840.00		\$4,794.00	\$2,941.50	\$1,852.50
Decision Matrix	\$3,120.00		\$3,120.00	\$1,594.75	\$1,525.25
Traffic Study Report	\$10,540.00		\$3,568.00	0.00	\$3,568.00
Total	\$49,580.00		\$41,018.25	\$33,958.75	\$7,059.50

Total Amount Due Upon Receipt : \$7,059.50

Email Invoice To: lhart@ankenyiowa.gov



Monthly Progress Report

DATE PREPARED | 12/18/24

PROJECT NAME | SW Magazine Road & SW Cherry Street Intersection and Concept Study

JEO PROJECT NO. | R241372

CITY PROJECT MANAGER | Leslie Hart

CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023

PROFESSIONAL SERVICES DATE | 12/13/2024

AGREEMENT NTP | 7/15/2024

AGREEMENT END DATE | 12/31/2024

Dear Leslie Hart,

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

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project management activities to coordinate progress
- Made updates to conceptual design alternatives based on City feedback
- Continued life cycle analysis work
- Continued decision matrix development
- Began draft report

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Submit draft report to the City
- Draft report review with City
- Submit final plan

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

-

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

-



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #15 in the amount of \$4,010.00 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. JEO - Pymt #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 21st, 2025 Payment Application #: 15

Payment Period: From: May 18, 2024 Through: December 13, 2024

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	267,168.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	267,168.50	
Less Previous Applications for Payment:	\$	263,158.50	
SUBTOTAL:	\$		4,010.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,010.00

Balance to Finish, Including Retainage: \$ 2,231.50

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

December 31, 2024

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 12/31/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 6,332.50
2	June 5, 2023	\$ 30,194.39
3	July 3, 2023	\$ 38,156.25
4	August 7, 2023	\$ 14,535.90
5	September 5, 2023	\$ 20,996.25
6	October 16, 2023	\$ 29,206.25
7	November 20, 2023	\$ 4,823.75
8	December 4, 2023	\$ 10,635.50
9	January 2, 2024	\$ 20,932.50
10	February 5, 2024	\$ 16,697.50
11	March 18, 2024	\$ 14,068.75
12	April 12, 2024	\$ 13,494.10
13	May 20, 2024	\$ 11,901.00
14	June 17, 2024	\$ 31,183.86
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 263,158.50

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: 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



Engineering | Architecture | Surveying | Planning

Invoice

December 31, 2024

Project No: R222064.00

Invoice No: 157564

Invoice Amount: 4,010.00

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

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through December 13, 2024

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	95%	\$32,803.50	\$32,803.50	0.00
Current and Future Transportation Conditions	\$54,150.00	100%	\$54,150.00	\$54,150.00	0.00
Public Engagement and Stakeholder Input	\$56,200.00	100%	\$56,200.00	\$56,200.00	0.00
Goals, Objectives, and Action Steps	\$29,750.00	100%	\$29,750.00	\$29,750.00	0.00
Alternatives Analysis & Prioritization	\$49,620.00	100%	\$49,620.00	\$49,620.00	0.00
Transportation Master Plan	\$40,100.00	100%	\$40,100.00	\$36,090.00	\$4,010.00
Direct Costs	\$5,050.00	90%	\$4,545.00	\$4,545.00	0.00
Total	\$269,400.00		\$267,168.50	\$263,158.50	\$4,010.00
Total Amount Due Upon Receipt :					\$4,010.00

Email invoice to: lhart@ankenyiowa.gov



Monthly Progress Report

DATE PREPARED | 12/30/24
PROJECT NAME | Ankeny Transportation Master Plan
JEO PROJECT NO. | R222064
CITY PROJECT MANAGER | Leslie Hart
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
PROFESSIONAL SERVICES DATE | 2/20/23
AGREEMENT NTP | 2/20/23
AGREEMENT END DATE | 1/31/25

Dear Leslie Hart,

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

1. SUMMARY OF WORK PERFORMED THIS PERIOD
 - Addressing final review comments on Transportation Master Plan (TMP)
2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD
 - Finalization of TMP report
 - City Council presentation
3. INFORMATION/DECISIONS NEEDED FROM THE CITY
 - Final review comments of TMP report information
4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES
 - None to date.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #14 in the amount of \$5,046.51 to Kirkham Michael & Associates, for engineering services on the NE 62nd St Box Culvert Design project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Kirkham Michael - Pymt #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 21, 2025 Payment Application #: 14
Payment Period: From: October 26, 2024 Through: January 3, 2025

Contract Summary:

Original Contract Amount:	\$	71,240.00	
Net Change by Change Orders:	\$	87,940.00	
Contract Amount to Date: (line 1 ± 2)	\$	159,180.00	
Total Completed and Stored to Date:	\$	133,044.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	133,044.50	
Less Previous Applications for Payment:	\$	127,997.99	
SUBTOTAL:	\$		5,046.51

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 5,046.51

Balance to Finish, Including Retainage: \$ 26,135.50

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

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, P.E., Director of Municipal Utilities

E-mail:

dclark@Ankenylowa.gov

Phone Number:

(515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 3, 2023	\$ 3,400.00
2	October 16, 2023	\$ 9,035.00
3	November 20, 2023	\$ 15,797.50
4	January 2, 2024	\$ 11,897.50
5	February 5, 2024	\$ 12,672.03
6	March 4, 2024	\$ 8,675.00
7	April 15, 2024	\$ 4,770.00
8	May 20, 2024	\$ 5,919.50
9	June 17, 2024	\$ 9,174.33
10	July 15, 2024	\$ 17,175.91
11	August 19, 2024	\$ 21,534.93
12	October 7, 2024	\$ 4,324.07
13	November 18, 2024	\$ 3,622.22
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 127,997.99

Record of Change Orders:

No.	Date	Amount
1	April 15, 2024	\$ 87,940.00
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CHANGE ORDER TOTAL = \$ 87,940.00

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date:

Substantial Completion:

Contract Working Days:
 Added by Change Order:
 Total Working Days: 0.0
 Working Days Used to Date:
 Working Days Remaining: 0.0

Full Completion:

Contract Working Days:
 Added by Change Order:
 Total Working Days: 0.0
 Working Days Used to Date:
 Working Days Remaining: 0.0



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

INVOICE

Invoice Number: 97155
Date: January 09, 2025
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: January 03, 2025

Professional engineering services for the design and construction admin 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 and supplemental dated 4/15/2024.

Work completed during this reporting period:
Final project close out. Delivery of as-built drawings.

Work anticipated during the next reporting period:
None anticipated

001 - Project Managment

Professional Services

	Hours	Rate	Amount
Smith, Benjamin S	1.0	\$185.00	\$185.00
	1.00		\$185.00

001 - Project Managment Total: **\$185.00**

007 - Construction Observation

Professional Services

	Hours	Rate	Amount
Smith, Benjamin S	10.0	\$185.00	\$1,850.00
	10.00		\$1,850.00

Reimbursable Expenses

	Quantity	Unit Rate	Amount
Company Truck (mileage)	185.0	\$0.6700	\$123.95
			\$123.95

007 - Construction Observation Total: **\$1,973.95**

009 - Site Visits**Professional Services**

	Hours	Rate	Amount
Hanselman, Dale R	15.0	\$115.00	\$1,725.00
	15.00		\$1,725.00

Reimbursable Expenses

	Quantity	Unit Rate	Amount
Company Truck (mileage)	71.0	\$0.6700	\$47.57
			\$47.57

009 - Site Visits Total: **\$1,772.57**

011 - Final Inspections & Project Close-out**Professional Services**

	Hours	Rate	Amount
Karolus, Jaylene	7.5	\$95.00	\$712.50
	7.50		\$712.50

011 - Final Inspections & Project Close-out Total: **\$712.50**

012 - Audits/Final Close-out/Record Drawings**Professional Services**

	Hours	Rate	Amount
Greenway, Chad A	2.5	\$135.00	\$337.50
	2.50		\$337.50

Reimbursable Expenses

	Quantity	Unit Rate	Amount
Company Truck (mileage)	97.0	\$0.6700	\$64.99
			\$64.99

012 - Audits/Final Close-out/Record Drawings Total: **\$402.49**

Invoice Total **\$5,046.51**

Maximum Allowable	\$159,180.00
Previously Billed	\$127,997.99
Current Invoice Amount	\$5,046.51
Remaining Contract	\$26,135.50



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #10 in the amount of \$4,781.50 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. McClure - Pymt #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Utility Improvements
Contractor: McClure Engineering
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 699.3699.4210 Finance Project #: 699.4210
Vendor Project #: 2024000157-000 Purchase Order #:
Original Contract Date: March 18, 2024 Vendor Account #: 002183

Date of Council Meeting: January 21, 2025 Payment Application #: 10

Payment Period: From: December 1, 2024 Through: December 28, 2024

Contract Summary:

Original Contract Amount: \$ 235,900.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 235,900.00

Total Completed and Stored to Date: \$ 209,275.57
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 209,275.57
Less Previous Applications for Payment: \$ 204,494.07
SUBTOTAL: \$ 4,781.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,781.50

Balance to Finish, Including Retainage: \$ 26,624.43

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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering

Firm Name

Signature

Date

January 6, 2025

City of Ankeny Staff Approval:

Signature

Date

1/6/2024

Submit to: Becky Ford, PE, CFM, Stormwater & Environmental Manager

E-mail: bford@ankenyiowa.gov

Phone Number: 515-963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 15, 2024	\$ 41,613.75
2	May 25, 2024	\$ 31,766.90
3	June 17, 2024	\$ 27,986.25
4	August 5, 2024	\$ 27,468.75
5	August 19, 2024	\$ 18,762.50
6	October 7, 2024	\$ 11,495.27
7	November 4, 2024	\$ 16,174.50
8	November 18, 2024	\$ 19,013.75
9	January 6, 2025	\$ 10,212.40
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 204,494.07

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



1360 NW 121st Street
Clive, IA 50325

Becky Ford
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

December 31, 2024
Project No: 2024000157-000
Invoice No: 156796
Due Date: January 30, 2025

Project 2024000157-000 Ankeny SW Des Moines Street Utility Improvements
Professional Services from December 01, 2024 to December 28, 2024

Phase	500	Final Design
Task	501	Final Design and Plans

	Hours	Rate	Amount	
Engineer I	14.50	125.00	1,812.50	
Engineer III	16.00	185.00	2,960.00	
Totals	30.50		4,772.50	
Total Labor				4,772.50
			Total this Task	\$4,772.50
			Total this Phase	\$4,772.50

Phase	700	Survey Services
Task	735	Preliminary Design Survey

Mileage (.90 p/mile)	9.00
Total this Task	\$9.00
Total this Phase	\$9.00

	Current	Prior	To-Date	
Total Billings	4,781.50	204,494.07	209,275.57	
Contract Limit (not-to-exceed)			235,900.00	
Contract Limit Remaining			26,624.43	
			Total Due this Invoice	\$4,781.50

Outstanding Invoices

Number	Date	Balance
156200	12/3/2024	10,212.40
Total		10,212.40

PROGRESS REPORT #10

SW Des Moines Street Utility Improvements

Date: January 6, 2025

McClure Project #: 2024000157-000

To: Becky Ford, PE, CFM
Stormwater & Environmental
Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

From: Colton Hoffmann, PE
Senior Project Engineer
335 SE Oralabor Road
Ankeny, IA 50021

Email: bford@ankenyiowa.gov

Principal: Scott Port, PE

Date Range of Report: December 1, 2024 – December 28, 2024

1. SUMMARY OF WORK DONE LAST PERIOD

- a. Worked on Final plan design
- b. Submitted Final Plans and Contract Documents
- c. Project permitting

2. FORECAST OF ACTIVITIES PLANNED FOR NEXT PERIOD

- a. Utility coordination
- b. Project bidding

3. SCOPE CHANGES / VALUE ADDED

- a. None

4. STATUS OF RECENT PREVIOUS INVOICES

INVOICE #	DATE SENT	INVOICE TOTAL	STATUS
153519	August 2, 2024	\$18,762.50	Paid
154215	September 12, 2024	\$11,495.27	Paid
155122	October 7, 2024	\$16,174.50	Paid
155711	November 5, 2024	\$19,013.75	Paid
156200	December 5, 2024	\$10,212.40	Submitted
156796	January 6, 2025	\$4,781.50	Submitted

5. INPUT NEEDED / ACTION ITEMS

- a. None

6. SCHEDULE MILESTONES

a. See below for completed and remaining milestones

Milestone	Timeline
Notice to Proceed	March 19, 2024
Topo and Boundary Survey	March 19, 2024 – April 5, 2024
Geotechnical Investigation	March 2024 – May 2024
Preliminary Plan Design (30%)	April 8, 2024 – April 22, 2024
Drainage Study & Report	April 8, 2024 – April 22, 2024
Preliminary Plans (30%) and Drainage Report Submittal to City and Utilities	April 22, 2024
OWNER Review of 30% Plans and Drainage Report (2 weeks)	April 22, 2024 – May 6, 2024
On-Site Field Review Meeting	May 6, 2024
Order and Obtain Title Certifications (2 Weeks)	May 7, 2024
Preliminary Design (60%)	May 7, 2024 – June 24, 2024
Preliminary Plans (60%) Submittal to City and Utilities	June 24, 2024
OWNER Review 60% Plans (2 weeks)	June 24, 2024 – July 8, 2024
Preliminary Plans (60%) Review Meeting (DDM #1)	July 11, 2024
Project Information Meeting	August 6, 2024
Develop Acquisition Plats (After PIM)	August 6, 2024 – August 16, 2024
Check (95%) Design and Plans	August 6, 2024 – October 28, 2024
Order and Obtain Appraisals (4 – 6 Weeks After Plats)	August 16, 2024 – September 16, 2024
Appraisal Review (1 – 2 Weeks After Appraisal Reports)	September 16, 2024 – September 30, 2024
Acquisition Negotiations (1 – 3 Months)	September 30, 2024 – December 15, 2024
Check Plan (95%) Submittal to City and Utilities	October 28, 2024
OWNER Check Plan (95%) Review (2 weeks)	October 28, 2024 – November 11, 2024
Check Plan (95%) Review Meeting (DDM #2)	November 14, 2024
Final Plans Design	November 11, 2024 – December 20, 2024
Acquisitions Complete (Assume 3 Months Negotiations)	December 15, 2024
Final Plan Submittal	December 20, 2024
OWNER Review Final Plans	December 20, 2024 – December 30, 2024
City Council Set Hearing and Letting Dates	January 6, 2025
Bid Letting (Local)	January 28, 2025
Public Hearing to Review Bids & Award Contract	February 3, 2025
Construction	Spring 2025 – Fall 2025
Project Closeout	Winter 2025



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #21 in the amount of \$8,854.39 to SVPA Architects Inc. for design and construction administration services associated with the Ankeny Fire Station No. 4 project.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

This item represents a progress payment request by the design team for construction administration work associated with the project.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This item is specifically included in the City Council approved FY2025 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 #: 23019/4446148 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 1859

Date of Council Meeting 01/21/2025 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: 12/02/24 through: 01/05/25

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:	\$	347,835.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	347,835.00	
Less previous applications for payment:	\$	339,125.00	
SUBTOTAL	\$		8,710.00

OTHER CHARGES (Please attach an itemized list) \$ 144.39

CURRENT PAYMENT DUE \$ 8,854.39

Balance to finish, including retainage: \$ 13,065.00

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

Signature Date 1/9/2025

City of Ankeny Staff Approval

Signature Date 01/09/2025

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov Phone: 515-965-6420 Fax:

Date Printed: 1/9/2025



23002142.00

Invoice Total \$2,534.76

Robert Ormsby
SVPA Architects, Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

December 09, 2024

Invoice No: 23002142.00 - 16

Project #:

PO #:

Contract #:

Work Order #:

Email/Submit to: m-vogl@svpa-architects.com

Project 23002142.00 City of Ankeny, IA / Ankeny, IA / Ankeny Fire Station #4

Fixed Fee \$122,500 Plus Expenses

Professional Services through December 08, 2024

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	80.00	4,640.00	4,060.00	580.00
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	100.00	37,400.00	37,400.00	0.00
Structural Construction Docs	11,600.00	100.00	11,600.00	11,600.00	0.00
MEPT Bidding	4,675.00	100.00	4,675.00	4,675.00	0.00
Structural Bidding	1,450.00	100.00	1,450.00	1,450.00	0.00
MEPT Construction Admin.	18,700.00	80.00	14,960.00	13,090.00	1,870.00
Total Fee	122,500.00		117,600.00	115,150.00	2,450.00
Total Fee					2,450.00

Reimbursable Expenses

Travel (Mileage, Tolls, etc.)

Total Reimbursables

	77.05	
1.1 times	77.05	84.76
Total this Invoice		<u>\$2,534.76</u>

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.

623 26th Avenue, Rock Island, IL 61201
309.788.0673 Fax: 309.786.5967 imegcorp.com



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

January 9, 2025
Project No: 23019.00
Invoice No: 0040148

Project 23019.00 Ankeny Fire Station #4
Beyond Fee: Snyder & Associates Survey Services \$4,600.

Professional Services from December 2, 2024 to January 5, 2025

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	100.00	132,392.00
Bidding/Negotiation	6,968.00	100.00	6,968.00
Construction Administration	87,100.00	85.00	74,035.00
Amendment #1	12,500.00	100.00	12,500.00
Total Fee	360,900.00		347,835.00
		Previous Fee Billing	339,125.00
		Current Fee Billing	8,710.00
		Total Fee	8,710.00
		Total this Phase	\$8,710.00

Phase 07 Construction Administration

Reimbursable Expenses

Mileage & Parking	115.58	
Total Reimbursables	115.58	115.58

Unit Billing

Mileage		28.81
	Total this Phase	\$144.39
	Total this Invoice	\$8,854.39

Project	23019.00	Ankeny Fire Station #4	Invoice	0040148
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Billings to Date

	Current	Prior	Total
Fee	8,710.00	339,125.00	347,835.00
Consultant	0.00	4,600.00	4,600.00
Expense	115.58	16,246.97	16,362.55
Unit	28.81	468.94	497.75
Totals	8,854.39	360,440.91	369,295.30

Authorized By: Robert F. Ormsby

Robert Ormsby

Expense Report

NAME:

Casey White

WEEK ENDING

0.67

DATE	TO	JOB#	PROJECT	MILES	\$
11/22/2024	Ankeny	23060	CM	34	\$ 22.78
					\$ -
12/4/2024	Ankeny FS 4	23019	Ankeny FS	46	\$ 30.82
12/6/2024	Altoona City Hall	24046	Altoona FS	38	\$ 25.46
12/20/2024	Altoona City Hall	24046	Altoona FS	38	\$ 25.46
					\$ -
					\$ -
Total				156.0	\$ 104.52

OTHER	PROJECT	EXPENSE	EXPLANATION
DATE			
		\$ -	
		\$ -	

$$46 \text{ miles} @ .67 = \underline{\underline{\$ 30.82}}$$

DATE	DRIVER	PROJ. #	BEGIN READING	END READING	TOTAL MILES
			32,044		
12/3	Casey Hubbell Inhabit			32328	
12/4	JONAH	Promo	32328	32481	
12/4	VITUS CCA	CSD 22068	32481	32697	
12/12	BOB/CASEY	23019	32697	32740	43
12/16	THAD/JONAH	Promo	32740	32815	
12/16	THAD/CASEY	Promo	32815	32825	
12/17	THAD/DAVID	24010	32825	32890	
12/18	THAD/CASEY	OH	32890	32890 32906	
12/18	Damion	Promo	32906	33054	
12/20	JONAH	OH	33054	33060	
12/23	DAVID	OH	33060	33078	18
12/26	Mike J	Toyota	33078	33092	
12/30	BOB	OFFICE	33092	33100	
01/02	BOB	Promo	33100	33110 33116	16
01/02	BOB	24042	33116	33131	
1/3	JONAH	33131 Promo	33131	33295	

43 miles @ .67 = \$ 28.81



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the January 21, 2025 Accounts Payable.

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. AP Recap
2. AP Check Report

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JANUARY 21, 2025**

Fund		PAYMENTS
100	General Fund	\$ 371,242.28
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	50,962.03
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	22,425.59
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	927.54
300	Debt Service Fund	-
430	Library Foundation Fund	428.01
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	109,677.26
510	Water Fund	104,302.01
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	689,437.24
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	11,845.53
590	Golf Course Fund	10,279.99
600-699	Enterprise Project Funds	2,014,270.54
710	Revolving Fund	44,914.39
720	Risk Management Fund	48,049.00
730	Health Insurance Fund	1,438.74
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	444,570.60
Sub Total		\$ 3,924,770.75
Payroll Totals		1,509,908.78
Service Transfers/ACH Drafts		(220,600.30)
Agenda Payments Approved Separately		(2,389,047.49)
Grand Total		<u>\$ 2,825,031.74</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.


City Manager


Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010726	PAUL A DRAKE							
M-CHECK	PAUL A DRAKE	UNPOST V	1/15/2025			010989		10.00CR
012223	NATIONWIDE INSURANCE							
M-CHECK	MITCHELL INTERNATIONAL	IUNPOST V	1/10/2025			250290		1,321.35CR
1	COTTON, RORY B	VOIDED						
C-CHECK	COTTON, RORY B	VOIDED V	1/21/2025			250501		21.91CR
C-CHECK	VOID CHECK	V	1/21/2025			250589		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	4 VOID DEBITS	0.00		
	VOID CREDITS	1,353.26CR	1,353.26CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	1,353.26CR	0.00	0.00
BANK:		TOTALS:	4	1,353.26CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
001844	A TECH INC-TCI							
I-641317	SERVICE CALL - ASR #2	E	1/23/2025	300.00		011023		
I-643845	12/16/24 SECURITY CALL - OC	E	1/23/2025	170.00		011023		470.00
	*** VENDOR TOTALS ***					1 CHECKS		470.00
008578	ACCESS TECHNOLOGIES INC							
I-INV1700933	12/01/24-12/31/24 STATEMENT	R	1/21/2025	1,542.88		250519		1,542.88
	*** VENDOR TOTALS ***					1 CHECKS		1,542.88
000164	G & S HARDWARE INC							
I-210683/2	VEHICLE SUPPLIES - FD	R	1/21/2025	117.95		250520		
I-210684/2	LADDER - FD	R	1/21/2025	259.99		250520		
I-210695/2	NUTS/BOLTS - PKS	R	1/21/2025	25.44		250520		403.38
	*** VENDOR TOTALS ***					1 CHECKS		403.38
005541	ACUSHNET COMPANY							
I-0100119490	FINANCE CHG - OC PRO	R	1/21/2025	11.34		250521		11.34
	*** VENDOR TOTALS ***					1 CHECKS		11.34
000026	AHLERS & COONEY PC							
I-880691	SVCS 12/12/24 GENERAL FILE	E	1/23/2025	450.00		011013		
I-880692	SVCS 12/12/24 NW NRTHLWN UTLTY	E	1/23/2025	1,900.00		011013		
I-880693	SVCS 12/12/24 FIBER OPTIC NTWK	E	1/23/2025	1,900.00		011013		4,250.00
	*** VENDOR TOTALS ***					1 CHECKS		4,250.00
000226	AIRGAS NORTH CENTRAL INC							
I-9156604672	NITROGEN - MU	R	1/21/2025	241.16		250522		
I-9156651178	MEDICAL OXYGEN	R	1/21/2025	12.76		250522		253.92
	*** VENDOR TOTALS ***					1 CHECKS		253.92
009981	ALL CITY MANAGEMENT SERVICES,							
I-97768	12/1-12/14/24 CROSSING GUARDS	E	1/23/2025	6,895.89		011065		
I-98096	12/15-12/28/24 CROSSING GUARDS	E	1/23/2025	3,454.87		011065		10,350.76
	*** VENDOR TOTALS ***					1 CHECKS		10,350.76
009262	AMAZON CAPITAL SERVICES INC							
I-13L6-RFFJ-1GQW	WALL CALENDAR - MU	E	1/23/2025	25.39		011057		
I-13WT-J1TG-QGC6	MULTIMEDIA -KL	E	1/23/2025	59.46		011057		
I-13X9-KHX4-4PH7	MULTIMEDIA -KL	E	1/23/2025	65.91		011057		
I-14NH-46PL-PDCV	MISC BOOKS - KL	E	1/23/2025	14.22		011057		
I-14TD-GLGJ-PDG4	UNIT #724 PARTS	E	1/23/2025	29.99		011057		
I-16KN-J33R-PQRT	UNIT #205 PARTS	E	1/23/2025	197.38		011057		
I-16LK-TQMD-FJRR	FLASHLIGHT BATTERIES - FD	E	1/23/2025	250.92		011057		
I-16LK-TQMD-KNV3	MISC BOOKS - KL	E	1/23/2025	156.00		011057		
I-16T6-WTQP-RLN3	MULTIMEDIA -KL	E	1/23/2025	92.81		011057		
I-171Q-D6KP-1VW4	MULTIMEDIA - KL	E	1/23/2025	17.96		011057		
I-17FJ-QQ7T-7WCQ	MULTIMEDIA - KL	E	1/23/2025	17.96		011057		
I-17G8-D96Y-FLWY	LENS WIPES - CG	E	1/23/2025	34.74		011057		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-19HM-Q9DJ-MTYQ	COFFEE LINERS - PKS	E	1/23/2025	23.46		011057		
I-1CRX-LQVX-MWD7	MOUTH GUARDS - PD	E	1/23/2025	19.98		011057		
I-1CW7-3RC9-73MP	MISC BOOKS - KL	E	1/23/2025	13.26		011057		
I-1CYC-H4QN-DYHT	MULTIMEDIA - KL	E	1/23/2025	61.98		011057		
I-1DR7-MWDL-TMLJ	COMPRESSION TEE STOP VALVE-PKS	E	1/23/2025	26.99		011057		
I-1DY6-M9GV-G73N	MISC BOOKS - KL	E	1/23/2025	49.38		011057		
I-1F4J-3NMV-THYD	COIN COUNTER MACHINE-KL	E	1/23/2025	169.98		011057		
I-1G1D-TV9P-JL64	MISC BOOKS-KL	E	1/23/2025	227.01		011057		
I-1GHN-LP3J-46FW	CRAFT SUPPLIES P&R	E	1/23/2025	120.18		011057		
I-1KNR-NVRJ-HY1L	MISC BOOKS - KL	E	1/23/2025	145.12		011057		
I-1KT9-CN4F-7HL7	STICKY PADS/LABELS/MISC-KL	E	1/23/2025	15.44		011057		
I-1L7D-YYLL-76QF	SPRING HOOKS - P&R	E	1/23/2025	16.28		011057		
I-1M6Y-CK4Q-T14L	TV - TRAFFIC ROOM	E	1/23/2025	437.95		011057		
I-1MJ1-RQMK-TXKY	TABLET - PD	E	1/23/2025	362.98		011057		
I-1MPQ-3XXJ-9NNP	MISC BOOKS - KL	E	1/23/2025	15.56		011057		
I-1NHX-PR3Y-9NFR	BINDERS - PCAA	E	1/23/2025	31.19		011057		
I-1QF3-KV6F-7JQW	MISC BOOKS - KL	E	1/23/2025	40.99		011057		
I-1RNV-RGH6-3FDC	MULTIMEDIA - KL	E	1/23/2025	38.48		011057		
I-1RWW-6YWY-DPRV	INDUSTRIAL BAGS - KL	E	1/23/2025	206.34		011057		
I-1T4R-QVFJ-PVGX	DESK PARTS - PD	E	1/23/2025	81.98		011057		
I-1TQF-MLJN-JMD3	MISC BOOKS - KL	E	1/23/2025	185.78		011057		
I-1VL7-PM7Y-FKN7	WEATHER STRIPPING-CH	E	1/23/2025	21.99		011057		
I-1WMW-9FRY-WH7C	MULTIMEDIA - KL	E	1/23/2025	20.48		011057		
I-1X19-34HH-49DK	BATTERIES - KL	E	1/23/2025	13.65		011057		
I-1X1W-3DV4-MJ73	UNIT #268 PARTS	E	1/23/2025	82.95		011057		
I-1XDG-GFJV-CHP1	MISC BOOKS - KL	E	1/23/2025	13.59		011057		
I-1YWV-DDVD-QDT7	CERTIFICATE FRAMES - PD	E	1/23/2025	144.90		011057		3,550.61
*** VENDOR TOTALS ***						1 CHECKS		3,550.61
003643	HOLM'S RADIATOR LLC							
I-S515304	#121 RADIATOR	R	1/21/2025	1,035.22		250523		1,035.22
*** VENDOR TOTALS ***						1 CHECKS		1,035.22
000038	AMERICAN RED CROSS							
I-22747853	RED CROSS LTS FY25	R	1/21/2025	1,625.00		250524		1,625.00
*** VENDOR TOTALS ***						1 CHECKS		1,625.00
002676	ANIMAL RESCUE LEAGUE							
I-INV0205	NOVEMBER 2024 ANIMAL SERVICES	E	1/23/2025	2,445.00		011031		2,445.00
*** VENDOR TOTALS ***						1 CHECKS		2,445.00
011996	ANKENY HARDWARE STORE LLC							
I-1158304	SHOP SUPPLIES - MU	E	1/23/2025	19.48		011073		
I-1158960	MOTOR OIL - PRSC	E	1/23/2025	12.98		011073		
I-1159235	WOVEN COVER - FD	E	1/23/2025	12.99		011073		
I-1159432	CAULK GUN - PARKS	E	1/23/2025	13.79		011073		
I-1159494	HILLMAN - OC RENOVATIONS	E	1/23/2025	5.20		011073		
I-1160005	TROWEL - OEC	E	1/23/2025	15.99		011073		80.43
*** VENDOR TOTALS ***						1 CHECKS		80.43

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009326	RYAN ARENDSE							
I-12/10/2024	12/10/24 MEAL	E	1/23/2025	12.18		011090		12.18
	*** VENDOR TOTALS ***					1 CHECKS		12.18
011955	MH LOGISTICS CORP							
I-0061678-IN	BROOM GUTTER - SWEEPERS	E	1/23/2025	792.48		011071		
I-0061878-IN	HOSE REEL - SWEEPERS	E	1/23/2025	253.29		011071		1,045.77
	*** VENDOR TOTALS ***					1 CHECKS		1,045.77
000057	ARNOLD MOTOR SUPPLY							
C-15CR016621	CR: CORE RETURN - CG	R	1/21/2025	72.00CR		250525		
C-15CR016726	CR: UNIT #319 PARTS	R	1/21/2025	24.00CR		250525		
C-15CR016746	CR: UNIT #622 PARTS	R	1/21/2025	136.30CR		250525		
C-15CR016759	CR: UNIT #260 PARTS	R	1/21/2025	36.00CR		250525		
I-15NV197898	STOCK PARTS - CG	R	1/21/2025	300.76		250525		
I-15NV197991	UNIT #640 PARTS	R	1/21/2025	132.33		250525		
I-15NV198139	UNIT #622 PARTS	R	1/21/2025	78.73		250525		
I-15NV198171	UNIT #622 PARTS	R	1/21/2025	59.35		250525		
I-15NV198240	HYDRAULIC FITTINGS - CG	R	1/21/2025	68.58		250525		
I-15NV198270	UNIT #224 PARTS	R	1/21/2025	76.95		250525		
I-15NV198368	TIE WRAP/CABLE TIES - PKS	R	1/21/2025	48.58		250525		
I-15NV198412	STREET SUPPLIES - PW	R	1/21/2025	20.49		250525		
I-15NV198427	UNIT #318 PARTS	R	1/21/2025	150.38		250525		
I-15NV198724	TEE WRAP/SUPPLIES -PRSC	R	1/21/2025	208.46		250525		
I-15NV199012	UNIT #260 PARTS	R	1/21/2025	168.33		250525		1,044.64
	*** VENDOR TOTALS ***					1 CHECKS		1,044.64
012092	ASCENDANCE TRUCKS LLC							
C-XA301020320:01	CR: UNIT #226 PARTS	R	1/21/2025	54.60CR		250526		
I-XA301019439:01	UNIT #246 PARTS	R	1/21/2025	39.50		250526		
I-XA301019626:01	UNIT #224 PARTS	R	1/21/2025	257.36		250526		
I-XA301020137:01	UNIT #229 PARTS	R	1/21/2025	115.77		250526		358.03
	*** VENDOR TOTALS ***					1 CHECKS		358.03
012007	THE MANITOWOC COMPANY INC							
I-SWO029312-2	JETVAC REPAIR	E	1/23/2025	3,435.49		011076		
I-SWO044491-1	UNIT #223 REPAIRS	E	1/23/2025	895.15		011076		4,330.64
	*** VENDOR TOTALS ***					1 CHECKS		4,330.64
006249	AUTO ZONE PARTS INC							
I-03945056826	UNIT #640 PARTS	R	1/21/2025	7.12		250527		
I-03945057674	UNIT #264 PARTS	R	1/21/2025	129.99		250527		
I-3945951879	SUSPENSION PARTS - FD	R	1/21/2025	253.97		250527		391.08
	*** VENDOR TOTALS ***					1 CHECKS		391.08

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000067	BAKER & TAYLOR INC							
I-2038769141	MISC BOOKS KL	E	1/23/2025	387.22		011014		
I-2038771832	MISC BOOKS - KL	E	1/23/2025	1,201.65		011014		
I-2038780841	MISC BOOKS - KL	E	1/23/2025	410.34		011014		
I-2038782816	MISC BOOKS -KL	E	1/23/2025	338.93		011014		
I-2038787055	MISC BOOKS KL	E	1/23/2025	370.44		011014		
I-2038792680	MISC BOOKS -KL	E	1/23/2025	623.70		011014		
I-2038795114	MISC BOOKS -KL	E	1/23/2025	601.07		011014		
I-2038801637	MISC BOOKS - KL	E	1/23/2025	328.32		011014		
I-2038808941	MISC BOOKS -KL	E	1/23/2025	605.56		011014		4,867.23
	*** VENDOR TOTALS ***					1 CHECKS		4,867.23
012263	STEVEN P BJURSTROM							
I-01/2025 PERM ESMT	01/2025 PERMANENT EASEMENT	R	1/21/2025	2,015.00		250528		2,015.00
	*** VENDOR TOTALS ***					1 CHECKS		2,015.00
005950	BLACKSTONE AUDIO INC							
I-2183227	MULTIMEDIA/SHELF SVCS-KL	R	1/21/2025	41.95		250529		41.95
	*** VENDOR TOTALS ***					1 CHECKS		41.95
007515	EFFLUENT INC							
I-I11064	INSPECTION ACC	R	1/21/2025	225.00		250530		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
009283	BOLTON & MENK, INC							
I-0350187 #3	PAY 3-PRAIRIE RDGE/9TH/ASH	R	1/21/2025	27,646.00		250531		27,646.00
	*** VENDOR TOTALS ***					1 CHECKS		27,646.00
009487	BOOT BARN INC							
I-INV00439241	BOOTS - S. PATTERSON	E	1/23/2025	130.49		011062		
I-INV00439257	BOOTS - R. COMER	E	1/23/2025	108.00		011062		
I-INV00439266	BOOTS - B. PRUISMANN	E	1/23/2025	117.00		011062		
I-INV00439267	BOOTS - A. WINKELS	E	1/23/2025	130.49		011062		485.98
	*** VENDOR TOTALS ***					1 CHECKS		485.98
005174	BOUND TREE MEDICAL LLC							
I-85590583	EMS SUPPLIES	R	1/21/2025	133.60		250532		
I-85595319	EMS SUPPLIES	R	1/21/2025	1.56		250532		
I-85595320	EMS SUPPLIES	R	1/21/2025	0.78		250532		
I-85595321	EMS SUPPLIES	R	1/21/2025	1.17		250532		
I-85596869	EMS SUPPLIES	R	1/21/2025	0.39		250532		
I-85603300	EMS SUPPLIES	R	1/21/2025	3,387.01		250532		
I-85604751	AED PRO'S	R	1/21/2025	15,545.46		250532		
I-85608550	EMS SUPPLIES	R	1/21/2025	1,811.13		250532		
I-85608551	EMS SUPPLIES	R	1/21/2025	238.37		250532		
I-85608552	EMS SUPPLIES	R	1/21/2025	538.40		250532		
I-85608553	EMS SUPPLIES	R	1/21/2025	319.99		250532		
I-85608554	EMS SUPPLIES	R	1/21/2025	376.26		250532		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-85610276	EMS SUPPLIES	R	1/21/2025	376.26		250532		
I-85611847	EMS SUPPLIES	R	1/21/2025	324.50		250532		
I-85613455	EMS SUPPLIES	R	1/21/2025	2,936.49		250532		
I-85613456	EMS SUPPLIES	R	1/21/2025	94.27		250532		26,085.64
			*** VENDOR TOTALS ***			1 CHECKS		26,085.64
000127	BRICK GENTRY PC							
I-434761	11/25/24 STATEMENT 224.031	R	1/21/2025	1,670.00		250533		
I-437164	12/25/2024 STATEMENT 224.008	R	1/21/2025	2,310.00		250533		
I-437165	12/25/2024 STATEMENT 224.091	R	1/21/2025	135.00		250533		
I-437166	12/25/24 STATEMENT - 224.001	R	1/21/2025	2,670.00		250533		
I-437167	12/25/2024 STATEMENT 224.031	R	1/21/2025	1,291.00		250533		
I-437168	12/25/2024 STATEMENT 224.012	R	1/21/2025	165.00		250533		
I-437170	12/25/2024 STATEMENT 224.003	R	1/21/2025	30.00		250533		
I-437171	12/25/2024 STATEMENT 224.004	R	1/21/2025	1,050.00		250533		
I-437172	12/25/24 STATEMENT 224.011	R	1/21/2025	3,465.00		250533		12,786.00
			*** VENDOR TOTALS ***			1 CHECKS		12,786.00
008738	BULB GUY LIGHTING							
I-22750	LIGHT BULBS -PKS	E	1/23/2025	225.00		011053		225.00
			*** VENDOR TOTALS ***			1 CHECKS		225.00
005401	CAPITAL SANITARY SUPPLY CO INC							
I-C398860	BUILDING SUPPLIES - FD	E	1/23/2025	408.02		011046		408.02
			*** VENDOR TOTALS ***			1 CHECKS		408.02
000453	CARQUEST AUTO PARTS							
I-2330-855660	UNIT #121 PARTS	R	1/21/2025	43.22		250534		
I-2330-855894	STOCK PARTS - CG	R	1/21/2025	90.00		250534		133.22
			*** VENDOR TOTALS ***			1 CHECKS		133.22
012046	CB&I STORAGE TANK SOLUTIONS LL							
I-252422-05 #5	PAY5-IRVNDL-ELVTD WTR STRG TNK	E	1/23/2025	1,768,701.59		011077		1,768,701.59
			*** VENDOR TOTALS ***			1 CHECKS		1,768,701.59
007436	EMILY CHANCE							
I-12/24-01/25FITNESS	12/24-01/25 FITNESS	E	1/23/2025	37.50		011050		37.50
			*** VENDOR TOTALS ***			1 CHECKS		37.50
011576	CINTAS CORPORATION							
I-4215741768	12/24/24 SVCS - WATER	R	1/21/2025	197.41		250535		
I-4216170109	12/30/24 SVCS - WASTEWATER	R	1/21/2025	159.80		250535		
I-4216415074	12/31/24 SVCS - WATER	R	1/21/2025	197.41		250535		
I-4216415196	12/31/24 SVCS - PARK MAINT	R	1/21/2025	126.09		250535		
I-4216565438	MAT RENTAL - KL	R	1/21/2025	204.34		250535		
I-4216894378	1/06/25 SVCS - WASTEWATER	R	1/21/2025	146.36		250535		
I-4216896369	SUPPLY RENTALS -ACC	R	1/21/2025	31.50		250535		
I-4217071309	UNIFORM RENTAL-OCM	R	1/21/2025	35.97		250535		

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I-4217077411	1/07/25 SVCS - WATER	R	1/21/2025	196.86		250535		
I-4217077715	1/07/25 SVCS - PARK MAINT	R	1/21/2025	126.09		250535		
I-4217606557	SUPPLY RENTALS - ACC	R	1/21/2025	31.50		250535		
I-4217860185	1/14/25 SVCS - LAKESIDE	R	1/21/2025	27.46		250535		
I-4217860245	1/14/25 SVCS - PARK MAINT	R	1/21/2025	126.09		250535		1,606.88
	*** VENDOR TOTALS ***					1 CHECKS		1,606.88
002726	CITY OF DES MOINES TREASURY							
I-138660	FY25 #8 WRA MONTHLY ALLOCATION	R	1/21/2025	656,011.60		250536		656,011.60
	*** VENDOR TOTALS ***					1 CHECKS		656,011.60
002407	CIVIL DESIGN ADVANTAGE LLC							
I-47342 #10	PAY 10-WSTLWN PLC UTLTY-DSN	E	1/23/2025	3,818.50		011030		3,818.50
	*** VENDOR TOTALS ***					1 CHECKS		3,818.50
005084	CMS COMMUNICATIONS INC							
I-2500069-IN	USB HEADSET - IT	R	1/21/2025	139.89		250537		139.89
	*** VENDOR TOTALS ***					1 CHECKS		139.89
007852	LEE COLE							
I-12/2024 MAGIC	12/2024 MAGIC CLASS	R	1/21/2025	245.00		250538		245.00
	*** VENDOR TOTALS ***					1 CHECKS		245.00
000614	CONFLUENCE INC							
I-30398 #3	PAY 3-ANKENY BLVD CORRIDOR	R	1/21/2025	21,733.95		250539		21,733.95
	*** VENDOR TOTALS ***					1 CHECKS		21,733.95
002992	CONSTRUCTION MATERIALS TESTING							
I-52797	INSPECTION SVS FS#4	E	1/23/2025	171.25		011033		
I-53489	CYLINDER BREAKS-NEW SIGNAL POL	E	1/23/2025	75.00		011033		246.25
	*** VENDOR TOTALS ***					1 CHECKS		246.25
009277	CONVERGE ONE INC							
I-INV1046914 (1)	DUO MFA HARDWARE TOKEN	E	1/23/2025	7,350.00		011058		
I-INV1046914 (2)	SHIPPING 25-48893	E	1/23/2025	102.90		011058		7,452.90
	*** VENDOR TOTALS ***					1 CHECKS		7,452.90
000595	CORE & MAIN LP							
I-W140829	WATER SUPPLIES - MU	R	1/21/2025	513.13		250540		513.13
	*** VENDOR TOTALS ***					1 CHECKS		513.13
003533	5 TRAILS INC							
I-19462	PLAQUES/PLATES-P&R	R	1/21/2025	103.35		250541		103.35
	*** VENDOR TOTALS ***					1 CHECKS		103.35

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001061	CUSTOM AWARDS & EMBROIDERY INC							
I-100075	PLAQUES-MAYOR & CITY ATTORNEY	R	1/21/2025	310.00		250542		310.00
	*** VENDOR TOTALS ***					1 CHECKS		310.00
001003	ED DANIELS							
I-120857	FILTERS - PKS MNT	E	1/23/2025	17.66		011021		
I-120858	FILTERS -OC	E	1/23/2025	373.72		011021		
I-120859	FILTERS - PD	E	1/23/2025	462.43		011021		
I-120860	FILTERS - FD	E	1/23/2025	68.29		011021		922.10
	*** VENDOR TOTALS ***					1 CHECKS		922.10
000435	DANKO EMERGENCY EQUIPMENT							
I-139262	EXTRICATION EQUIPMENT REPAIR	R	1/21/2025	1,820.00		250543		1,820.00
	*** VENDOR TOTALS ***					1 CHECKS		1,820.00
008168	THE DAVENPORT GROUP USA LTD							
I-25A02-IAAK	2/1/25-1/31/26 LAMA ANN MAINT	R	1/21/2025	28,886.43		250544		28,886.43
	*** VENDOR TOTALS ***					1 CHECKS		28,886.43
009427	AMY DAWSON							
I-12/19/24-12/30/24	12/19-12/30/24 MILEAGE	E	1/23/2025	10.72		011091		10.72
	*** VENDOR TOTALS ***					1 CHECKS		10.72
003359	KEVIN DEAVER							
I-10/24-12/24MA	FY25 MARTIAL ARTS OCT-DEC	E	1/23/2025	2,592.80		011037		2,592.80
	*** VENDOR TOTALS ***					1 CHECKS		2,592.80
003099	DELL MARKETING L P							
I-10770161995	FIRE MDT TABLETS	R	1/21/2025	7,500.00		250545		
I-10783792587	DELL 5430 RUGGED LAPTOP	R	1/21/2025	15,482.88		250545		22,982.88
	*** VENDOR TOTALS ***					1 CHECKS		22,982.88
000605	DEMCO INC							
I-7580819	CASES/JACKETS - KL	E	1/23/2025	343.43		011019		343.43
	*** VENDOR TOTALS ***					1 CHECKS		343.43
009259	DENNIS SUPPLY COMPANY							
I-DM00020696315-001	CONTROL BOARD - MU	R	1/21/2025	286.07		250546		286.07
	*** VENDOR TOTALS ***					1 CHECKS		286.07
010103	RELENTLESS LLC							
I-15969	TRAINING REG-C. CAMPBELL	R	1/21/2025	699.00		250547		699.00
	*** VENDOR TOTALS ***					1 CHECKS		699.00

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007887	NICK DEVRIES							
I-01/2025 FITNESS	01/2025 FITNESS-KB	R	1/21/2025	49.24		250548		49.24
	*** VENDOR TOTALS ***					1 CHECKS		49.24
000161	DEWEY FORD INC							
I-633290 FOW	UNIT #622 PARTS	R	1/21/2025	496.40		250549		
I-633346 FOW	UNIT #87 PARTS	R	1/21/2025	265.12		250549		
I-633528 FOW	UNIT #622 PARTS	R	1/21/2025	14.31		250549		
I-633547 FOW	UNIT #622 PARTS	R	1/21/2025	22.46		250549		798.29
	*** VENDOR TOTALS ***					1 CHECKS		798.29
002143	DOORS INC							
I-356341	DOOR SUPPLIES-PW	E	1/23/2025	291.00		011027		
I-356408	PANIC BAR INSTALL-CH	E	1/23/2025	1,689.00		011027		1,980.00
	*** VENDOR TOTALS ***					1 CHECKS		1,980.00
010726	PAUL A DRAKE							
I-4396 REISSUE	NAME PLATE - ENG	E	1/23/2025	10.00		011068		
I-4413	NAME PLATE -ES	E	1/23/2025	10.00		011068		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00
004995	ECHO GROUP INC							
I-S010986709.001	PAS SAFETY SW-OC RENOVATIONS	E	1/23/2025	556.22		011043		
I-S010986709.002	PAS SAFETY SW - OC RENOVATIONS	E	1/23/2025	556.22		011043		1,112.44
	*** VENDOR TOTALS ***					1 CHECKS		1,112.44
012268	DUSTIN EGGERS							
I-12/28/24BOOTS	12/24 BOOTS	E	1/23/2025	140.00		011097		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
008988	ELITE GLASS & METAL LLC							
I-SM-24138	WINDOW INSTALLATION-WAG PK	R	1/21/2025	250.00		250550		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
008516	TINA ERICKSON							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/23/2025	54.00		011087		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
005478	EXCEL MECHANICAL COMPANY INC							
I-178187	CHECK REPAIRS OC	E	1/23/2025	376.40		011047		
I-178188	BOILER LEAK REPAIR-PD	E	1/23/2025	1,075.00		011047		
I-178189	HEAT PUMP REPAIR FS1	E	1/23/2025	230.00		011047		
I-178190	FS #2 GLYCOL LEAK REPAIR	E	1/23/2025	1,143.00		011047		
I-178191	HEAT PUMP REPAIR KL	E	1/23/2025	315.00		011047		
I-178192	AMP HEATER REPAIR	E	1/23/2025	218.00		011047		3,357.40
	*** VENDOR TOTALS ***					1 CHECKS		3,357.40

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004235	FAITH BAPTIST BIBLE COLLEGE							
I-2024HOOPSTARS	HOOP STARS BBALL CAMP	E	1/23/2025	1,458.00		011040		1,458.00
	*** VENDOR TOTALS ***					1 CHECKS		1,458.00
002285	FASTENAL COMPANY							
I-IADES451641	STREET SUPPLIES - PW	E	1/23/2025	19.88		011029		
I-IADES451924	WATER SUPPLIES - MU	E	1/23/2025	3.66		011029		23.54
	*** VENDOR TOTALS ***					1 CHECKS		23.54
006858	FERGUSON ENTERPRISES INC #1657							
I-0511614	WATER SUPPLIES - MU	R	1/21/2025	500.00		250551		
I-0512170	METER READING BELT CLIP	R	1/21/2025	6,619.76		250551		7,119.76
	*** VENDOR TOTALS ***					1 CHECKS		7,119.76
012264	JESUS FIERRO							
I-01/2025 PERM ESMT	01/2025 PERMANENT EASEMENT	R	1/21/2025	940.00		250552		940.00
	*** VENDOR TOTALS ***					1 CHECKS		940.00
006511	THE PAPER CORPORATION							
I-270151-00	PAPER - OCM	R	1/21/2025	58.00		250553		58.00
	*** VENDOR TOTALS ***					1 CHECKS		58.00
010286	AT&T MOBILITY II LLC							
I-12272024 FD	11/20/24-12/19/24 STATEMENT-FD	R	1/21/2025	843.85		250554		843.85
010286	AT&T MOBILITY II LLC							
I-12272024 PD	11/20/24-12/19/24 STATEMENT-PD	R	1/21/2025	2,150.11		250555		2,150.11
	*** VENDOR TOTALS ***					2 CHECKS		2,993.96
002078	FOTH & VAN DYKE LLC							
I-94017	SW DES MOINES STREET	E	1/23/2025	3,064.30		011026		3,064.30
	*** VENDOR TOTALS ***					1 CHECKS		3,064.30
002635	FUN EXPRESS LLC							
I-73536150101	ENVELOPES/CRAYONES/MISC P&R	R	1/21/2025	69.91		250556		69.91
	*** VENDOR TOTALS ***					1 CHECKS		69.91
011935	FURNITURE LEISURE, INC							
I-15398	BENCHES - AC	E	1/23/2025	10,636.06		011070		10,636.06
	*** VENDOR TOTALS ***					1 CHECKS		10,636.06
000211	GALE							
I-85793616	OCTOBER BIOGRAPHY 2 PLAN	E	1/23/2025	26.24		011015		
I-86073946	DECEMBER BLACK VOICES 2 PLAN	E	1/23/2025	52.48		011015		
I-86074029	DECEMBER THRILLER SUSPENSE	E	1/23/2025	83.22		011015		
I-86074033	DECEMBER AMISH FICTION 3 PLAN	E	1/23/2025	74.22		011015		
I-86074193	DECEMBER CLEAN READS 3 PLAN	E	1/23/2025	74.22		011015		
I-86074438	DECEMBER SOFTCOVER ROMANCE	E	1/23/2025	62.97		011015		

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			DATE				NO	STATUS	AMOUNT
I-86074575	DECEMBER HISTORY FACT FCTN	E	1/23/2025		53.98		011015		
I-86078269	DECEMBER THORNDIKE WSTRN 2	E	1/23/2025		49.48		011015		
I-86148945	JANUARY TOP SHELF 8 PLAN	E	1/23/2025		167.19		011015		
I-86149351	JANUARY HIGH OCTANE 8 PLAN	E	1/23/2025		135.70		011015		
I-86150159	JANUARY DYNAMIC DRAMA 5 PLAN	E	1/23/2025		146.20		011015		
I-86174046	JANUARY BIOGRAPHY 2 PLAN	E	1/23/2025		53.23		011015		
I-86174048	JANUARY CHRISTIAN FCTN 5	E	1/23/2025		128.95		011015		
I-86191197	JANUARY CHRISTIAN ROMANCE 4	E	1/23/2025		101.21		011015		
I-86191720	JANUARY DIVERSE VOICES 3 PLAN	E	1/23/2025		78.72		011015		1,288.01
*** VENDOR TOTALS ***							1 CHECKS		1,288.01
011998	GALLS PARENT HOLDINGS, LLC								
I-029375449	UNIFORMS - PD	E	1/23/2025		53.00		011074		
I-029944702	UNIFORMS - PD	E	1/23/2025		390.88		011074		
I-029944736	UNIFORMS - PD	E	1/23/2025		89.37		011074		
I-029958245	UNIFORMS - PD	E	1/23/2025		952.18		011074		
I-030010826	UNIFORMS - PD	E	1/23/2025		29.79		011074		
I-030010850	UNIFORMS - FD	E	1/23/2025		122.40		011074		
I-030010872	UNIFORMS - PD	E	1/23/2025		40.25		011074		
I-030010873	UNIFORMS - PD	E	1/23/2025		120.69		011074		
I-030020861	UNIFORMS - PD	E	1/23/2025		19.10		011074		
I-030020862	UNIFORMS - PD	E	1/23/2025		19.19		011074		
I-030069126	UNIFORMS - PD	E	1/23/2025		165.64		011074		2,002.49
*** VENDOR TOTALS ***							1 CHECKS		2,002.49
009366	GEMPLER'S INC								
I-INV0004601555	EAR MUFFS/GLOVES/FIRST AID-OCM	E	1/23/2025		506.67		011059		506.67
*** VENDOR TOTALS ***							1 CHECKS		506.67
006152	ANNETTE GRAEVE								
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/23/2025		69.96		011084		69.96
*** VENDOR TOTALS ***							1 CHECKS		69.96
000227	GRAINGER								
I-9363583684	BATTERIES - CG	E	1/23/2025		86.00		011016		
I-9365077271	HYDRAULIC DOOR CLOSER-CH	E	1/23/2025		400.71		011016		
I-9365077297	BULB - CG	E	1/23/2025		29.10		011016		515.81
*** VENDOR TOTALS ***							1 CHECKS		515.81
004543	GREATER DES MOINES CONVENTION								
I-24001	DECEMBER 2024 HOTEL/MOTEL	E	1/23/2025		50,962.03		011042		50,962.03
*** VENDOR TOTALS ***							1 CHECKS		50,962.03

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001047	HPC LLC							
I-PAY 9-FS#4	PAY 9-FIRE STATION NO 4	R	1/21/2025	274,656.40		250557		274,656.40
	*** VENDOR TOTALS ***					1 CHECKS		274,656.40
006811	TAYLOR HASKEN							
I-12/2024 SHOES	12/2024 SHOE REIMBURSEMENT	E	1/23/2025	90.72		011085		90.72
	*** VENDOR TOTALS ***					1 CHECKS		90.72
003532	AMANDA HAYDEN							
I-10/24-01/25FITNESS	10/24-01/25 FITNESS	R	1/21/2025	216.00		250558		216.00
	*** VENDOR TOTALS ***					1 CHECKS		216.00
003668	HAZARDOUS WASTE MANAGEMENT							
I-17771	CITY WIDE FUEL TANK CLEAN	R	1/21/2025	1,686.00		250559		1,686.00
	*** VENDOR TOTALS ***					1 CHECKS		1,686.00
003452	HDR ENGINEERING INC							
I-1200684354 #25	PAY 25-IRVNDLE ELVTD STRG TNK	R	1/21/2025	22,175.45		250560		22,175.45
	*** VENDOR TOTALS ***					1 CHECKS		22,175.45
012260	HOLY TRINITY LUTHERAN CHURCH							
I-01/25PERMESMT517	01/25 PERM EASEMENT 517 SW DSM	R	1/21/2025	7,720.00		250561		
I-01/25PERMESMT531	01/25 PERM EASEMENT 531 SW DSM	R	1/21/2025	1,125.00		250561		
I-01/25PERMESMT601	01/25 PERM EASEMENT 601 SW DSM	R	1/21/2025	1,525.00		250561		10,370.00
	*** VENDOR TOTALS ***					1 CHECKS		10,370.00
009074	TYSON HOOD							
I-01/2025 FITNESS	01/2025 FITNESS - TREAD	R	1/21/2025	216.00		250562		216.00
	*** VENDOR TOTALS ***					1 CHECKS		216.00
012261	KB COMMERCIAL CLEANING LLC							
I-4219	EXHAUST CLEANING-FD	E	1/23/2025	450.00		011079		
I-4220	EXHAUST CLEANING-FS2	E	1/23/2025	450.00		011079		
I-4221	EXHAUST CLEANING-FS1	E	1/23/2025	450.00		011079		1,350.00
	*** VENDOR TOTALS ***					1 CHECKS		1,350.00
003098	HOTSY CLEANING SYSTEMS IN							
I-PSI-312884	CAR WASH SOAP	E	1/23/2025	2,649.45		011035		
I-PSI-312921	PUMP SUPPLIES/MAINTENANCE-PD	E	1/23/2025	561.50		011035		3,210.95
	*** VENDOR TOTALS ***					1 CHECKS		3,210.95
004386	HOUSBY HEAVY EQUIPMENT LLC							
C-RA101006241:01	CR: MEDIA BLAST WORK - FD	E	1/23/2025	334.70CR		011041		
I-RA101003091:01	MEDIA BLAST WORK - FD	E	1/23/2025	334.70		011041		
I-RA101006242:01	MEDIA BLAST WORK - FD	E	1/23/2025	312.80		011041		312.80
	*** VENDOR TOTALS ***					1 CHECKS		312.80

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005531	HR GREEN INC							
I-182339 #7	PAY 7-IRVNDLE/18TH INTSCTN IMP	E	1/23/2025	27,779.06		011048		27,779.06
	*** VENDOR TOTALS ***					1 CHECKS		27,779.06
000253	HY-VEE INC							
I-014163	SNOW MEALS - PW	R	1/21/2025	285.30		250563		285.30
	*** VENDOR TOTALS ***					1 CHECKS		285.30
010037	I & S GROUP, INC							
I-113662 #17	PAY 17-HIGH TRESTLE PARK PH1	R	1/21/2025	2,808.75		250564		2,808.75
	*** VENDOR TOTALS ***					1 CHECKS		2,808.75
008906	IMAGE TREND INC							
I-PS-INV112506	MYEMS CARE MONTHLY FEE	E	1/23/2025	91.87		011054		
I-PS-INV112767	DECEMBER 2024 BILLING BRIDGE	E	1/23/2025	57.40		011054		149.27
	*** VENDOR TOTALS ***					1 CHECKS		149.27
009565	INFOSEND INCORPORATED							
I-277837	12/2024 MAIL SERVICES	R	1/21/2025	14,742.97		250565		14,742.97
	*** VENDOR TOTALS ***					1 CHECKS		14,742.97
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0024886	SAND BAGS - MU	R	1/21/2025	32.78		250566		32.78
	*** VENDOR TOTALS ***					1 CHECKS		32.78
004476	IOWA DEPARTMENT OF HEALTH AND							
I-02 2025	FEBRUARY 2025 STATE SHARE	R	1/21/2025	29,164.31		250567		29,164.31
	*** VENDOR TOTALS ***					1 CHECKS		29,164.31
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV92487	INSTALL 7-WORK COMP PREM 24-25	R	1/21/2025	46,429.00		250568		46,429.00
	*** VENDOR TOTALS ***					1 CHECKS		46,429.00
005079	IOWA SEX CRIMES INVESTIGATORS							
I-FY25 CONF-ANDERSON	ISCIA CONF REG-B. ANDERSON	R	1/21/2025	175.00		250569		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
009698	IOWA TOTAL CARE							
I-AFD37575	REFUND - FD	R	1/21/2025	1,583.51		250570		1,583.51
	*** VENDOR TOTALS ***					1 CHECKS		1,583.51
003146	IOWA TURFGRASS OFFICE							
I-0000836	ITI CONFERENCE/TRADE SHOW-EJ	R	1/21/2025	855.00		250571		855.00
	*** VENDOR TOTALS ***					1 CHECKS		855.00

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001534	IRON MOUNTAIN RECORDS							
I-JZDD114	SHREDDING SERVICES - CH	R	1/21/2025	165.94		250572		165.94
	*** VENDOR TOTALS ***					1 CHECKS		165.94
007827	JEO CONSULTING GROUP INC							
I-157154 #4	PAY 4-MAG RD/CHERRY CONCEPT	E	1/23/2025	7,059.50		011051		
I-157564 #15	PAY 15-TRANSPORTATION MSTR PLN	E	1/23/2025	4,010.00		011051		11,069.50
	*** VENDOR TOTALS ***					1 CHECKS		11,069.50
009226	CHAD JOCHEMS							
I-12/2024 TUITION	08/24-12/24 TUITION	E	1/23/2025	1,115.00		011056		1,115.00
	*** VENDOR TOTALS ***					1 CHECKS		1,115.00
000292	KARL CHEVROLET INC							
I-11959	DOCK INSTALL - FD	R	1/21/2025	85.00		250573		
I-11960	DOCK INSTALL - FD	R	1/21/2025	85.00		250573		
I-11961	DOCK INSTALL - FD	R	1/21/2025	85.00		250573		
I-351538 CVW	UNIT #233 PARTS	R	1/21/2025	87.63		250573		342.63
	*** VENDOR TOTALS ***					1 CHECKS		342.63
012000	KEY COOPERATIVE							
I-8509929	12/30/24 UNLEADED -OCM	E	1/23/2025	553.44		011075		
I-8515703 (1)	12/31/24 SUP UNL/DSL	E	1/23/2025	12,696.07		011075		
I-8515703 (2)	12/31/24 SUP UNL/DSL	E	1/23/2025	5,977.21		011075		
I-8528007 A	1/13/25 SUP UNL/DSL	E	1/23/2025	6,811.47		011075		
I-8528007 B	1/13/25 SUP UNL/DSL	E	1/23/2025	12,538.42		011075		38,576.61
	*** VENDOR TOTALS ***					1 CHECKS		38,576.61
009201	KIESLER POLICE SUPPLY INC							
I-IN250533	FIREARM EQUIPMENT	E	1/23/2025	1,534.02		011055		
I-IN252237	FIREARM EQUIPMENT	E	1/23/2025	173.22		011055		1,707.24
	*** VENDOR TOTALS ***					1 CHECKS		1,707.24
008587	KINZLER CONSTRUCTION SERVICES							
I-2421565.0001	DOOR REPAIRS - PW	R	1/21/2025	101.50		250574		101.50
	*** VENDOR TOTALS ***					1 CHECKS		101.50
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-97155 #14	PAY 14-62ND ST BOX CLVRT DSN	E	1/23/2025	5,046.51		011020		5,046.51
	*** VENDOR TOTALS ***					1 CHECKS		5,046.51
005733	KLINE ELECTRIC							
I-PAY 5-CRPWD/CRSWND	PAY 5-CORP WOODS/CRSWNDS SGNL	R	1/21/2025	9,806.23		250575		9,806.23
	*** VENDOR TOTALS ***					1 CHECKS		9,806.23

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006401	MATTHEW KNOLL							
I-12/19/2024 CDL	12/24 CDL RENEWAL	R	1/21/2025	32.00		250576		32.00
	*** VENDOR TOTALS ***					1 CHECKS		32.00
011719	DANIEL KNUDSON							
I-10/2024PICKLEBALL	10/2024 PICKLEBALL REFUND	R	1/21/2025	40.00		250577		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
008273	LEMAR INDUSTRIES							
I-1066060	MISC PARTS - OCM	R	1/21/2025	324.53		250578		
I-1066766	PARTS - OCM	R	1/21/2025	151.20		250578		475.73
	*** VENDOR TOTALS ***					1 CHECKS		475.73
009118	LTR INTERMEDIATE HOLDINGS, INC							
I-2880672	TIRE RECYCLING	R	1/21/2025	1,119.80		250579		1,119.80
	*** VENDOR TOTALS ***					1 CHECKS		1,119.80
000402	LINDE GAS & EQUIPMENT							
I-47259251	WELDING RENTALS -PKS	R	1/21/2025	43.60		250580		43.60
	*** VENDOR TOTALS ***					1 CHECKS		43.60
000285	LUBE-TECH & PARTNERS LLC							
I-3687440	WASHER FLUID - CG	E	1/23/2025	349.72		011017		
I-3688889	OIL-WASTE WATER PUMP	E	1/23/2025	155.08		011017		
I-3693007	DIESEL EXHAUST FLUID - FD	E	1/23/2025	269.50		011017		
I-3696640	GREASE - WASTE WATER PUMP	E	1/23/2025	67.90		011017		842.20
	*** VENDOR TOTALS ***					1 CHECKS		842.20
005234	STEVE LYON							
I-01/2025 EMS CERT	01/2025 EMS CERTIFICATION	R	1/21/2025	25.00		250581		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
009304	ELIZABETH LYONS							
I-01/02/2025CAMP	1/2/25 SQUISHMALLOW CAMP	R	1/21/2025	470.40		250582		470.40
	*** VENDOR TOTALS ***					1 CHECKS		470.40
009473	MACQUEEN EQUIPMENT, LLC							
I-P41002	EQUIPMENT FOR NEW ENGINES	E	1/23/2025	7,718.00		011061		7,718.00
	*** VENDOR TOTALS ***					1 CHECKS		7,718.00
012266	MAD J REPAIR & TOWING, INC.							
I-T4972	TOWING SERVICES - FD	E	1/23/2025	954.72		011080		954.72
	*** VENDOR TOTALS ***					1 CHECKS		954.72

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010704	MAINSTAY SYSTEMS OF IOWA LLC							
I-2548	12/1/24-2/28/25 MONTHLY MAINT	R	1/21/2025	237.00		250583		237.00
	*** VENDOR TOTALS ***					1 CHECKS		237.00
011572	MAINTAINX INC							
I-ABF34638-0002	1/3-1/10/25 MAINTAINX-FD	R	1/21/2025	3.63		250584		
I-ABF34638-0003	MAINTAIN X ANNUAL PLAN	R	1/21/2025	1,152.00		250584		1,155.63
	*** VENDOR TOTALS ***					1 CHECKS		1,155.63
002207	MANATTS INC							
I-5158153	12/17/24 D57-C20	E	1/23/2025	919.50		011028		919.50
	*** VENDOR TOTALS ***					1 CHECKS		919.50
009346	MARY'S CLEANING CARE INC							
I-34748	12/2024 CLEANING SVCS - PSB	R	1/21/2025	1,190.00		250585		1,190.00
	*** VENDOR TOTALS ***					1 CHECKS		1,190.00
002183	MCCLURE ENGINEERING CO							
I-156796 #10	PAY 10-SW DSM ST UTILITY IMP	R	1/21/2025	4,781.50		250586		4,781.50
	*** VENDOR TOTALS ***					1 CHECKS		4,781.50
001671	MCC IOWA LLC							
I-1/01/25-1/31/25	1/1/-1/31/25 DEDICATE INT	R	1/21/2025	750.00		250587		750.00
	*** VENDOR TOTALS ***					1 CHECKS		750.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-28666	DEC 2024 SERVICES	E	1/23/2025	911.00		011024		911.00
	*** VENDOR TOTALS ***					1 CHECKS		911.00
004747	MENARDS							
I-10858	CONNECTOR - FD	R	1/21/2025	37.38		250588		
I-11379	BUILDING/SEWER SUPPLIES - MU	R	1/21/2025	601.58		250588		
I-12175	THREADLOCKER ADHESIVE - PD	R	1/21/2025	31.48		250588		
I-12212	WATER SUPPLIES/EQUIPMENT-MU	R	1/21/2025	155.89		250588		
I-12215	REDUCING WASHER/CVRS-FD	R	1/21/2025	22.62		250588		
I-12223	HDMI CABLE - PD	R	1/21/2025	6.99		250588		
I-12229	PAINT/ELECTRODE RODS - PKM	R	1/21/2025	27.94		250588		
I-12255	LUBRICANT - MU	R	1/21/2025	6.29		250588		
I-12259	DRYWALL/MUDPAN/PAIL - OC	R	1/21/2025	37.94		250588		
I-12262	WASTEBASKET - PD	R	1/21/2025	7.99		250588		
I-12266	DUCT TAPE/WASHER - MU	R	1/21/2025	596.98		250588		
I-12269	GR WIRE - PD	R	1/21/2025	266.50		250588		
I-12271	HOSE - MU	R	1/21/2025	18.99		250588		
I-12289	CAP/LIDS/SPONGES - OC	R	1/21/2025	55.93		250588		
I-12290	PREMIUM SELECT - OC	R	1/21/2025	3.75		250588		
I-12296 12/19/24	LUMBER/PAINT - PARK MAINT	R	1/21/2025	46.29		250588		
I-12302	SPACKLE - STREETS	R	1/21/2025	3.68		250588		
I-12319	LUMBER/BOLT/GATE PULL - PKM	R	1/21/2025	25.01		250588		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-12330	RETROFIT BULB - FD	R	1/21/2025	29.06		250588		
I-12458	SS IM LINE - PKS	R	1/21/2025	14.96		250588		
I-12460	CONCESSION BLDG SUPPLIES-PRSC	R	1/21/2025	72.65		250588		
I-12460 12/26/24	TUBING/GROMMETS/ARBOR/BIT-OCM	R	1/21/2025	72.65		250588		
I-12462	SAFETY/WELDING SUPPLIES-TRFC	R	1/21/2025	35.62		250588		
I-12485	AUGER/EXTENDER/COMP-PKS	R	1/21/2025	19.35		250588		
I-12492	ADPT/FLARE - PKS	R	1/21/2025	5.37		250588		
I-12562 12/30/24	DRIVEWAY MARKER - OCM	R	1/21/2025	47.25		250588		
I-12568	DRIVEWAY MARKER - OCM	R	1/21/2025	45.36		250588		
I-12580	DIVIDER/WHITE/NOTCH/SIL-OCRENO	R	1/21/2025	146.86		250588		
I-12581	BUILDING SUPPLIES - MU	R	1/21/2025	256.60		250588		
I-12621	CRIMP/DISC/THN-AMP	R	1/21/2025	108.59		250588		
I-12625	DRILLBITS - MU	R	1/21/2025	33.75		250588		
I-12707	DRIVEWAY MARKER - OCM	R	1/21/2025	37.80		250588		
I-12716	BUILDING SUPPLIES - MU	R	1/21/2025	135.73		250588		
I-12726	REPAIR KIT/HOSE/WATER - FD	R	1/21/2025	65.95		250588		
I-12731	THERMOSTAT/LEVEL/MISC -PD	R	1/21/2025	93.65		250588		
I-12861	PAINT/GFCI TESTER - CD	R	1/21/2025	67.36		250588		
I-79980	ICE RINK RAMP - PKS	R	1/21/2025	139.91		250588		3,381.70
	*** VENDOR TOTALS ***					1 CHECKS		3,381.70
007664	MERCYONE ANKENY PHARMACY							
I-1/03/2025	EMS PHARMACY	R	1/21/2025	202.60		250590		202.60
	*** VENDOR TOTALS ***					1 CHECKS		202.60
012256	MEREDITH AND KIDS DRAIN/SEWER							
I-1031	HYDROJETTING-PD	E	1/23/2025	350.00		011078		
I-1032	HYDROJETTING -FD	E	1/23/2025	350.00		011078		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00
001931	METRO WASTE AUTHORITY							
I-70028501	DECEMBER 2024 CURB-IT FEES	E	1/23/2025	109,677.26		011025		109,677.26
	*** VENDOR TOTALS ***					1 CHECKS		109,677.26
005317	MID AMERICAN SIGNAL INC							
I-25-075	CONTROLLER-IRVINDALE&18TH	E	1/23/2025	4,072.00		011045		4,072.00
	*** VENDOR TOTALS ***					1 CHECKS		4,072.00
003056	MID-STATES ORGANIZED CRIME							
I-0250827-IN	MOCIC MEMBERSHIP RNWL-SCHAFFER	E	1/23/2025	250.00		011034		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
011606	MIDWEST CRITICAL POWER LLC							
I-2624	GENERATOR REPAIRS - CG	R	1/21/2025	904.13		250591		904.13
	*** VENDOR TOTALS ***					1 CHECKS		904.13

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
012152	MIDWEST REHABILITATION SERVICE							
I-INV-04373	DEC 2024 POET	R	1/21/2025	235.00		250592		235.00
	*** VENDOR TOTALS ***					1 CHECKS		235.00
000945	MIDWEST WHEEL COMPANIES							
C-4002551-00	CR: MUFLAPS - SQUAD CARS	R	1/21/2025	67.96CR		250593		
C-4002568-00	CR: MUFLAPS - SQUAD CARS	R	1/21/2025	135.92CR		250593		
I-3999569-00	UNIT #272 MUFLAPS	R	1/21/2025	203.88		250593		
I-3999569-01	MUFLAPS - SQUAD CARS	R	1/21/2025	271.84		250593		
I-4002319-00	FLOOR MATS - SQUAD CARS	R	1/21/2025	178.92		250593		
I-4002520-00	MUFLAPS - SQUAD CARS	R	1/21/2025	135.92		250593		
I-4002520-01	MUFLAPS - SQUAD CARS	R	1/21/2025	135.92		250593		722.60
	*** VENDOR TOTALS ***					1 CHECKS		722.60
001019	KORY J MILLER							
I-11/24-12/24	FITNESS 11/24-12/24 FITNESS	R	1/21/2025	36.00		250594		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
1	ARRAH, CATHERINE							
I-000202501151809	US REFUND	R	1/21/2025	99.92		250494		99.92
1	BERGMAN, NATHAN							
I-000202501151798	US REFUND	R	1/21/2025	61.89		250495		61.89
1	BISHOP, NICHOLAS							
I-000202501151797	US REFUND	R	1/21/2025	47.59		250496		47.59
1	BJOIN, MATTHEW							
I-000202501151806	US REFUND	R	1/21/2025	98.63		250497		98.63
1	BLAYLOCK, KRISTYN							
I-000202501151804	US REFUND	R	1/21/2025	100.00		250498		100.00
1	BOMETT, JOSHUA							
I-000202501151818	US REFUND	R	1/21/2025	48.60		250499		48.60
1	COOPER, KAREN L							
I-000202501151799	US REFUND	R	1/21/2025	99.71		250500		99.71
1	COTTON, RORY B							
I-000202501151816	US REFUND	R	1/21/2025	21.91		250501		21.91
1	DETWILER, EDWARD							
I-000202501151805	US REFUND	R	1/21/2025	99.70		250502		99.70

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	EMRY, RACHEL							
I-000202501151803	US REFUND	R	1/21/2025	39.92		250503		39.92
1	FOGLE, GUNNER							
I-000202501151811	US REFUND	R	1/21/2025	58.84		250504		58.84
1	HRUSKA, MEAGAN							
I-000202501151817	US REFUND	R	1/21/2025	95.87		250505		95.87
1	JDP PIZZERIA, INC							
I-000202501151814	US REFUND	R	1/21/2025	41.48		250506		41.48
1	JOHNSON, THADDEUS E							
I-000202501151800	US REFUND	R	1/21/2025	98.64		250507		98.64
1	LARSEN, HANNAH							
I-000202501151820	US REFUND	R	1/21/2025	89.04		250508		89.04
1	MILLANG, BENJAMIN J							
I-000202501151815	US REFUND	R	1/21/2025	42.16		250509		42.16
1	OLESEN, LUKE							
I-000202501151802	US REFUND	R	1/21/2025	99.24		250510		99.24
1	OVERSCHMIDT, EMMA R							
I-000202501151812	US REFUND	R	1/21/2025	6.33		250511		6.33
1	POSTHUMA, JOSHUA							
I-000202501151807	US REFUND	R	1/21/2025	36.27		250512		36.27
1	QUAM, KINLEIGH							
I-000202501151810	US REFUND	R	1/21/2025	100.00		250513		100.00
1	SHIPLEY, WILLIAM							
I-000202501151808	US REFUND	R	1/21/2025	56.81		250514		56.81
1	THIYYAGURA, NAGARJUN							
I-000202501151796	US REFUND	R	1/21/2025	57.84		250515		57.84
1	VIRCHOW, NICHOLAS							
I-000202501151801	US REFUND	R	1/21/2025	97.26		250516		97.26
1	VIZCARRA, MAX							
I-000202501151819	US REFUND	R	1/21/2025	57.72		250517		57.72

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1	ZIPPRIAN, PATRICK							
I-000202501151813	US REFUND	R	1/21/2025	59.09		250518		59.09
	*** VENDOR TOTALS ***					25 CHECKS		1,714.46
009375	MORGAN MCGREW							
I-01/07/2025	EMPLOYEE ANNIVERSARY VIDEO	R	1/21/2025	600.00		250595		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
008356	MARK D MUELLER							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/23/2025	47.55		011086		47.55
	*** VENDOR TOTALS ***					1 CHECKS		47.55
009024	BROCK MUHLBAUER							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/23/2025	54.00		011088		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-67236	12/24 COLLECTION FEES	R	1/21/2025	168.55		250596		
I-67237	12/24 COLLECTION FEES-OLD	R	1/21/2025	76.40		250596		
I-67238	12/24 COLLECTION FEES	R	1/21/2025	30.00		250596		
I-67239	12/24 COLLECTION FEES	R	1/21/2025	10.80		250596		285.75
	*** VENDOR TOTALS ***					1 CHECKS		285.75
006750	MUNICIPAL PIPE TOOL							
I-34938	ADAPTER - MU	R	1/21/2025	288.68		250597		288.68
	*** VENDOR TOTALS ***					1 CHECKS		288.68
000350	MUNICIPAL SUPPLY INC							
I-0930538-IN	WATER SYSTEM SUPPLIES - MU	R	1/21/2025	1,329.00		250598		
I-0931140-IN	WATER SYSTEM SUPPLIES - MU	R	1/21/2025	1,840.00		250598		3,169.00
	*** VENDOR TOTALS ***					1 CHECKS		3,169.00
003832	KELLY MUNTER							
I-09/24-12/24FITNESS	09/24-12/24 FITNESS	E	1/23/2025	34.98		011038		34.98
	*** VENDOR TOTALS ***					1 CHECKS		34.98
003057	NAPA AUTO PARTS							
C-752640	CR: UNIT #235 PARTS	R	1/21/2025	1.94CR		250599		
C-753825	CR: UNIT #224 PARTS	R	1/21/2025	76.01CR		250599		
I-752205	DRY OIL - FD	R	1/21/2025	186.80		250599		
I-752330	UNIT #225 PARTS	R	1/21/2025	235.28		250599		
I-752631	AUTEL SOFTWARE - CG	R	1/21/2025	975.00		250599		
I-752725	VEHICLE PARTS - MU	R	1/21/2025	5.43		250599		
I-752737	UNIT #231 PARTS	R	1/21/2025	88.10		250599		
I-752999	SHOP SUPPLIES - CG	R	1/21/2025	40.32		250599		
I-753066	OIL FILTER - CG	R	1/21/2025	58.68		250599		
I-753080	FILTERS - CG	R	1/21/2025	161.15		250599		
I-753087	WASTE WATER PUMP PARTS	R	1/21/2025	42.60		250599		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-753095	CABLE TIES - CG	R	1/21/2025	25.39		250599		
I-753249	UNIT #79 PARTS	R	1/21/2025	223.40		250599		
I-753372	UNIT #710 PARTS	R	1/21/2025	33.11		250599		
I-753401	UNIT #224 PARTS	R	1/21/2025	57.62		250599		
I-753426	UNIT #224 PARTS	R	1/21/2025	68.83		250599		
I-753549	SHOP SUPPLIES - CG	R	1/21/2025	23.94		250599		
I-753580	UNIT #318 PARTS	R	1/21/2025	355.18		250599		
I-753678	UNIT #121 PARTS	R	1/21/2025	7.53		250599		
I-753685	PLOW TRUCK PARTS	R	1/21/2025	43.32		250599		
I-753688	COMPRESSOR - CG	R	1/21/2025	21.11		250599		2,574.84
	*** VENDOR TOTALS ***					1 CHECKS		2,574.84
012223	NATIONWIDE INSURANCE							
I-AFD37923 (3)	REISSUE: REFUND - FD	R	1/21/2025	1,321.35		250600		1,321.35
	*** VENDOR TOTALS ***					1 CHECKS		1,321.35
003727	ODP BUSINESS SOLUTIONS, LLC							
I-390545786001	SCISSORS - PD	R	1/21/2025	16.23		250601		
I-390547381001	ENVELOPES/PAPER - PD	R	1/21/2025	41.03		250601		
I-390547393001	NOTEBOOKS - PD	R	1/21/2025	51.38		250601		
I-392042791001	OFFICE SUPPLIES - CH	R	1/21/2025	116.59		250601		
I-393274323001	OFFICE SUPPLIES - PSB	R	1/21/2025	54.51		250601		
I-393547071001	OFFICE SUPPLIES - CH	R	1/21/2025	90.20		250601		
I-393554303001	OFFICE SUPPLIES - CH	R	1/21/2025	5.39		250601		
I-393983115001	THERMAL POUCH/CORRECTN TPE-OC	R	1/21/2025	39.48		250601		
I-393997159001	PENS - OC	R	1/21/2025	17.19		250601		
I-394923354001	OFFICE SUPPLIES - PSB	R	1/21/2025	160.83		250601		
I-394940674001	OFFICE SUPPLIES - PSB	R	1/21/2025	20.39		250601		
I-394940675001	PENS - PSB	R	1/21/2025	9.67		250601		
I-394940677001	CUPS - PSB	R	1/21/2025	33.39		250601		
I-394940679001	COFFEE - PSB	R	1/21/2025	90.70		250601		
I-396146584001	OFFICE/BREAKROOM SUPPLIES-CH	R	1/21/2025	57.72		250601		
I-396146584002	SOAP - CH	R	1/21/2025	10.99		250601		
I-396147958001	BREAKROOM SUPPLIES - CH	R	1/21/2025	5.19		250601		
I-396147963001	BREAKROOM SUPPLIES - CH	R	1/21/2025	5.42		250601		
I-396649428001	TAPE - FD	R	1/21/2025	56.80		250601		
I-400693043001	BREAKROOM SUPPLIES - CH	R	1/21/2025	3.81		250601		
I-400693402001	TAPE - CH	R	1/21/2025	12.99		250601		
I-400693403001	OFFICE/BREAKROOM SUPPLIES-CH	R	1/21/2025	73.78		250601		
I-400693404001	BREAKROOM SUPPLIES - CH	R	1/21/2025	2.75		250601		976.43
	*** VENDOR TOTALS ***					1 CHECKS		976.43
009655	LOGICAL CONCEPTS, INC							
I-97418	ANK NW BOOSTER SERVICE RNWL	E	1/23/2025	290.00		011064		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00

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011908	ORGANIZE ME! OF NY, LLC							
I-01/08/2025	ZOOM KL 01/08/25 VIRUTAL ORG CLASS KL	R	1/21/2025	250.00		250602		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
012259	OTTUMWA HEALTH GROUP LLC							
I-4897K6270	PRE-EMP DRUG SCREEN	R	1/21/2025	35.00		250603		35.00
	*** VENDOR TOTALS ***					1 CHECKS		35.00
007878	OVERDRIVE INC							
I-06497C025000909	MULTIMEDIA - KL	E	1/23/2025	883.68		011052		
I-06497C025001314	MULTIMEDIA - KL	E	1/23/2025	9.99		011052		
I-06497C025007265	MULTIMEDIA - KL	E	1/23/2025	29.16		011052		922.83
	*** VENDOR TOTALS ***					1 CHECKS		922.83
007088	MARK A PARKS							
I-12/10/2024	12/10/24 TRAINING	R	1/21/2025	15.52		250604		15.52
	*** VENDOR TOTALS ***					1 CHECKS		15.52
000055	C2G CORPORATION							
I-CG21942	SHOP SUPPLIES - CG	R	1/21/2025	988.80		250605		988.80
	*** VENDOR TOTALS ***					1 CHECKS		988.80
000383	PITNEY BOWES GLOBAL FINANCIAL							
I-3320217012	11/27/24-02/26/25 METER KL	R	1/21/2025	223.35		250606		223.35
	*** VENDOR TOTALS ***					1 CHECKS		223.35
011708	PLAYAWAY PRODUCTS LLC							
I-485762	MULTIMEDIA - KL	E	1/23/2025	370.44		011069		
I-486200	MULTIMEDIA - KL	E	1/23/2025	99.93		011069		470.37
	*** VENDOR TOTALS ***					1 CHECKS		470.37
000047	CURTIS POEHLEIN							
I-07/24-11/24	FITNESS 07/24-11/24 FITNESS	E	1/23/2025	90.00		011081		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
010385	POLICE LEGAL SCIENCES INC							
I-12886	PLS ONLINE TRAINING	E	1/23/2025	11,250.00		011067		11,250.00
	*** VENDOR TOTALS ***					1 CHECKS		11,250.00
011897	POLK COUNTY AUDITOR'S OFFICE							
I-12348	DECEMBER 2024 BLOOD DRAWS	R	1/21/2025	300.00		250607		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00

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000786	POLK COUNTY EMERGENCY							
I-01/2025 FY25	FY25 28E AGREEMENT - EMA	R	1/21/2025	35,271.00		250608		35,271.00
	*** VENDOR TOTALS ***					1 CHECKS		35,271.00
009386	POMP'S TIRE SERVICE, INC							
I-1400162379	UNIT #230 TIRES	E	1/23/2025	375.48		011060		
I-1400162995	UNIT #233 TIRES	E	1/23/2025	606.08		011060		
I-1400163568	UNIT #264 TIRES	E	1/23/2025	473.04		011060		1,454.60
	*** VENDOR TOTALS ***					1 CHECKS		1,454.60
006390	QUILL CORPORATION							
I-42027168	PAPER - P&R	R	1/21/2025	34.82		250609		34.82
	*** VENDOR TOTALS ***					1 CHECKS		34.82
005557	RACOM CORPORATION							
I-INV26356	P25/BEON ACCESS - FD	E	1/23/2025	2,015.25		011049		
I-INV26362	P25 ACCESS - PD	E	1/23/2025	2,612.73		011049		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98
003538	GET SOME GUNS, LLC							
I-2605	UNIFORMS - PD	R	1/21/2025	723.74		250610		
I-2606	UNIFORMS - PD	R	1/21/2025	723.74		250610		1,447.48
	*** VENDOR TOTALS ***					1 CHECKS		1,447.48
008509	REDBUD LLC							
I-7355	TRIMMING 9/16-9/19 - PRSC	R	1/21/2025	300.00		250611		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
008276	RELIANT FIRE APPARATUS INC							
I-INV-IA-303	TRUCK REPAIRS	R	1/21/2025	9,381.00		250612		
I-INV-IA-304	TRUCK REPAIRS	R	1/21/2025	2,076.84		250612		
I-INV-IA-305	TRUCK REPAIRS	R	1/21/2025	453.60		250612		
I-INV-IA-319	TRUCK REPAIRS	R	1/21/2025	1,324.94		250612		
I-INV-IA-320	TRUCK REPAIRS	R	1/21/2025	29,477.85		250612		
I-INV-IA-321	TRUCK REPAIRS	R	1/21/2025	4,861.15		250612		47,575.38
	*** VENDOR TOTALS ***					1 CHECKS		47,575.38
009229	COLTON RINEHART							
I-01/2025 FITNESS	01/25 FITNESS- KB/MOBILITY	E	1/23/2025	102.86		011089		102.86
	*** VENDOR TOTALS ***					1 CHECKS		102.86
003999	RINGCENTRAL INC							
I-CD_001000754	SPECIAL CENSUS PHONE SERVICE	E	1/23/2025	236.33		011039		236.33
	*** VENDOR TOTALS ***					1 CHECKS		236.33

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010281	VIKKI RINKER							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/23/2025	54.00		011092		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
001768	ROGNES CORPORATION							
I-PAY5FNL-N4MILECRK	PAY5FINAL-N 4 MILE CREEK SWR	R	1/21/2025	92,573.80		250613		92,573.80
001768	ROGNES CORPORATION							
I-RTNG-N4MILECRK	RTNG-N 4MILE CRK TRUCK SWR P2	R	1/21/2025	107,595.86		250614		107,595.86
	*** VENDOR TOTALS ***					2 CHECKS		200,169.66
004079	STRAWBERRY PATCH							
I-94300	TSHIRTS-VOLLEYBALL	R	1/21/2025	227.50		250615		227.50
	*** VENDOR TOTALS ***					1 CHECKS		227.50
006210	CAMIE SCHILTZ							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	R	1/21/2025	54.00		250616		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
010375	MICHAEL SCHROCK							
I-06/24-12/24FITNESS	06/24-12/24 FITNESS	E	1/23/2025	175.65		011093		175.65
	*** VENDOR TOTALS ***					1 CHECKS		175.65
008008	SESAC INC							
I-10789883	FY25 SESAC LICENSING	R	1/21/2025	1,982.00		250617		1,982.00
	*** VENDOR TOTALS ***					1 CHECKS		1,982.00
004842	THE SHERWIN-WILLIAMS CO							
I-3884-7	PAINT -ACC	R	1/21/2025	31.52		250618		
I-4094-2	PAINT - LAKESIDE	R	1/21/2025	111.39		250618		
I-4304-5	PAINT - OEC	R	1/21/2025	74.26		250618		217.17
	*** VENDOR TOTALS ***					1 CHECKS		217.17
005148	JENNA SHERZAN							
I-01/2025FITNESS	01/2025 FITNESS - SANDBAGS	E	1/23/2025	111.00		011082		111.00
	*** VENDOR TOTALS ***					1 CHECKS		111.00
001103	SHRED-IT							
I-8009489273	12/05/24 SHREDDING SVCS - PD	R	1/21/2025	70.46		250619		70.46
	*** VENDOR TOTALS ***					1 CHECKS		70.46
003348	SMITH'S SEWER SERVICE INC							
I-465941	STORM PIPE INSPECTION - SW	R	1/21/2025	385.00		250620		385.00
	*** VENDOR TOTALS ***					1 CHECKS		385.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
001280	SPRAYER SPECIALTIES INC							
I-1228790-IN	PLOW SUPPLIES - PW	E	1/23/2025	102.76		011022		
I-1228821-IN	PLOW SUPPLIES - PW	E	1/23/2025	110.58		011022		213.34
	*** VENDOR TOTALS ***					1 CHECKS		213.34
002339	STAPLES CONTRACT & COMMERCIAL							
I-6019695214	BREAKROOM/OFFICE SUPPLIES - PD	R	1/21/2025	29.99		250621		
I-6019695215	CHAIR MAT - PD	R	1/21/2025	35.37		250621		
I-6019765172	BREAKROOM SUPPLIES - PD	R	1/21/2025	202.87		250621		
I-6019831822	BOOK TAPE - KL	R	1/21/2025	13.91		250621		
I-6020292308	PERK/KLEENEX- KL	R	1/21/2025	69.99		250621		352.13
	*** VENDOR TOTALS ***					1 CHECKS		352.13
000474	STATE HYGIENIC LABORATORY AR							
I-290661 (1)	11/30/2024 TESTING	E	1/23/2025	838.50		011018		
I-290661 (2)	11/30/2024 TESTING	E	1/23/2025	1,765.50		011018		
I-292452	12/31/2024 TESTING	E	1/23/2025	1,746.50		011018		4,350.50
	*** VENDOR TOTALS ***					1 CHECKS		4,350.50
004250	GL DODGE CITY LLC							
I-CHCS762827	#928 REPAIRS	R	1/21/2025	3,417.25		250622		3,417.25
	*** VENDOR TOTALS ***					1 CHECKS		3,417.25
005956	GARRON STRATTON							
I-01/07/2025 MEAL	1/7/25 MEAL	E	1/23/2025	11.97		011083		11.97
	*** VENDOR TOTALS ***					1 CHECKS		11.97
007400	STRYKER SALES LLC							
I-9208019298	STAIR CHAIRS - FD	R	1/21/2025	9,892.58		250623		9,892.58
	*** VENDOR TOTALS ***					1 CHECKS		9,892.58
001859	SVPA ARCHITECTS INC.							
I-0040148 #21	PAY 21-FIRE STATION #4	R	1/21/2025	8,854.39		250624		8,854.39
	*** VENDOR TOTALS ***					1 CHECKS		8,854.39
011685	RONALD VANCE SWISHER							
I-10/24-12/24FITNESS	10/24-12/24 FITNESS	E	1/23/2025	36.00		011095		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
010068	T-MOBILE USA INC							
I-12/21/2024	11/21/24-12/20/24 STATEMENT	R	1/21/2025	1,061.11		250625		1,061.11
	*** VENDOR TOTALS ***					1 CHECKS		1,061.11

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009540	TELEFLEX LLC							
I-9509336328	IO NEEDLES	E	1/23/2025	2,200.00		011063		2,200.00
	*** VENDOR TOTALS ***					1 CHECKS		2,200.00
010127	TK ELEVATOR CORPORATION							
I-1000662070	1/1-3/31/25 ELEVATOR MAINT-PD	E	1/23/2025	208.95		011066		208.95
	*** VENDOR TOTALS ***					1 CHECKS		208.95
012123	CODY TOLKAN							
I-01/10/2025MEAL	1/10/25 MEAL	E	1/23/2025	5.23		011096		
I-01/14/25MEMBERSHIP	1/14/25 IAWEA MEMBERSHIP	E	1/23/2025	25.00		011096		30.23
	*** VENDOR TOTALS ***					1 CHECKS		30.23
004159	TOYNE INC							
I-IN0018890	RUBBER NUT INSERTS - FD	R	1/21/2025	68.97		250626		68.97
	*** VENDOR TOTALS ***					1 CHECKS		68.97
000465	TREASURER STATE OF IOWA							
I-01/09/2025	MONTHLY SALES & EXCISE TAX	D	1/09/2025	100,775.47		002676		100,775.47
	*** VENDOR TOTALS ***					1 CHECKS		100,775.47
000740	TRIPLETT OFFICE SOLUTIONS							
I-462820-0	BUSINESS CARDS - FD	R	1/21/2025	139.00		250627		
I-463042-0	BUSINESS CARDS - J. ZAMORA	R	1/21/2025	39.00		250627		
I-463191-0	BUSINESS CARDS - PD	R	1/21/2025	534.00		250627		712.00
	*** VENDOR TOTALS ***					1 CHECKS		712.00
003278	DAVIS EQUIPMENT CORPORATION							
I-JI95766	BELT REAR - OCM	E	1/23/2025	85.86		011036		85.86
	*** VENDOR TOTALS ***					1 CHECKS		85.86
007363	TYLER TECHNOLOGIES INC							
I-025-490898	10/1/24-12/31/24 INSITE FEES	R	1/21/2025	475.60		250628		475.60
	*** VENDOR TOTALS ***					1 CHECKS		475.60
004516	ST LUKE'S HEALTH RESOURCES							
I-250656	DEC 2024 SERVICES	R	1/21/2025	307.00		250629		
I-251849	DEC 2024 SERVICES	R	1/21/2025	57.00		250629		364.00
	*** VENDOR TOTALS ***					1 CHECKS		364.00
012257	UNITYPOINT HEALTH AT WORK							
I-250801	PD 411 PHYSICAL	R	1/21/2025	927.54		250630		927.54
	*** VENDOR TOTALS ***					1 CHECKS		927.54

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011691	UNIVERSITY OF NORTHERN IOWA							
I-CI-10002063	CAREER FAIR RESERVATION	R	1/21/2025	280.00		250631		280.00
	*** VENDOR TOTALS ***					1 CHECKS		280.00
005012	VAN-WALL EQUIPMENT INC							
I-6444889	SNOW PLOW-OCM	E	1/23/2025	11,244.26		011044		
I-6455290	SEALS/PREMIX/HYGARD-OCM	E	1/23/2025	44.73		011044		
I-6457270	UNIT #874/864 SEALS OCM	E	1/23/2025	27.63		011044		11,316.62
	*** VENDOR TOTALS ***					1 CHECKS		11,316.62
009235	VERTIV CORPORATION							
I-13380557	MAINTENANCE CONTRACT	R	1/21/2025	4,298.11		250632		4,298.11
	*** VENDOR TOTALS ***					1 CHECKS		4,298.11
012265	ALEX WADE							
I-01/2025 PERM ESMT	01/2025 PERMANENT EASEMENT	R	1/21/2025	1,125.00		250633		1,125.00
	*** VENDOR TOTALS ***					1 CHECKS		1,125.00
004796	WALSH DOOR & HARDWARE COMPANY							
I-823015	MOBILE CREDENTIAL RENEWAL-IT	R	1/21/2025	254.50		250634		
I-823968	MILESTONE CARE RENEWAL	R	1/21/2025	8,647.10		250634		
I-823970	AWID STRIPS POLICE GARAGE	R	1/21/2025	1,200.00		250634		10,101.60
	*** VENDOR TOTALS ***					1 CHECKS		10,101.60
002569	WASTE CONNECTIONS INC							
I-3731744T071	01/2025 WASTE SVCS - CH	R	1/21/2025	67.02		250635		
I-3731746T071	1/1-1/31/25 SVCS - FS#2	R	1/21/2025	65.15		250635		
I-3731748T071	1/1-1/31/25 SVCS - FS#3	R	1/21/2025	65.15		250635		
I-3731749T071	01/2025 WASTE SERVICES - KL	R	1/21/2025	105.66		250635		
I-373174T071	1/1-1/31/25 SVCS - FS#1/ACC	R	1/21/2025	284.63		250635		
I-3731751T071	01/2025 WASTE SVCS -OCM	R	1/21/2025	48.84		250635		
I-3731754T071	1/1-1/31/25 SVCS - PD	R	1/21/2025	85.15		250635		
I-3731756T071	1/1-1/31/25 SVCS - PSB	R	1/21/2025	81.16		250635		
I-373175T071	1/1-1/31/24 SVCS - WASTEWATER	R	1/21/2025	96.96		250635		899.72
	*** VENDOR TOTALS ***					1 CHECKS		899.72
011416	MICHELLE LEE YUSKA							
I-01/08/2025 MILEAGE	1/8/25 MILEAGE	E	1/23/2025	26.60		011094		26.60
	*** VENDOR TOTALS ***					1 CHECKS		26.60
002783	ZIEGLER INC							
I-PSIN000001881	FS#4 GENERATOR SOURCEWELL	E	1/23/2025	76,743.85		011032		76,743.85
	*** VENDOR TOTALS ***					1 CHECKS		76,743.85

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 1/09/2025 THRU 1/23/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011964	ZOLL DATA SYSTEMS, INC.							
I-INV00191662	2/01/25-2/28/25 SVCS - FD	E	1/23/2025	420.00		011072		420.00
*** VENDOR TOTALS ***						1 CHECKS		420.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	141	1,598,138.75	0.00	1,598,138.75
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	100,775.47	0.00	100,775.47
EFT:	85	2,225,856.53	0.00	2,225,856.53
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:	227	3,924,770.75	0.00	3,924,770.75
BANK: APFNB TOTALS:	227	3,924,770.75	0.00	3,924,770.75
REPORT TOTALS:	227	3,924,770.75	0.00	3,924,770.75

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: 1/09/2025 THRU 1/23/2025

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

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the Security and Fire Alarm contract with A Tech Security.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

A Request for Proposal (RFP) was issued and the City received seven bids to provide services for Fire Alarm Inspections, Fire Alarm Monitoring, & Security Alarm Testing & Monitoring. The bids received are as follows:

Company	Fire Alarm Inspection Costs (Annual)	Fire Alarm Monitoring Costs (Annual)	Security Alarm Testing & Monitoring Costs (Annual)
Ahern Fire Protection	\$8,307.00	\$4,200.00	No Bid
A Tech Security	\$1,872.00	\$4,560.00	\$6,480.00
Iowa Fire Equipment	\$7,593.00	\$5,460.00	No Bid
Johnson Controls	\$7,257.86	\$6,330.12	No Bid
Midwest Alarm	\$4,839.50	\$7,150.00	\$11,500.00
Midwest Automatic Fire Sprinkler Co	\$3,970.00	No Bid	No Bid
Protex Central	\$3,980.00	No Bid	No Bid

The recommendation is to have A Tech Security provide all three services due to the benefit of having the fire alarm monitoring and security alarm monitoring being provided by the same company.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the Security and Fire Alarm contract with A Tech Security.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

There will be an additional annual cost of \$2,028.00 compared to the costs paid under the previous contract from 2018 - 2024.

PUBLIC OUTREACH EFFORTS

Companies were contacted to gauge interest in receiving the bid package prior to issuing the RFP. All documentation was also posted to the City's website for public viewing.

ACTION REQUESTED

ATTACHMENTS

1. Request for Proposal
2. Attachment A
3. A Tech Security Bid
4. Letter of Agreement



**Request for Proposal
Security and Fire Protection Systems
City of Ankeny, Iowa**

You are invited to submit a proposal for the management and maintenance of security and fire protection systems, as requested by the City of Ankeny Finance Department.

Name of the Proposal	Security and Fire Protection Systems
Date of Issuance	December 3, 2024
Pre-Bid Conference & Inspections	December 12, 2024 at 10:00 a.m. Ankeny City Hall 410 West First Street Ankeny, IA 50023
Deadline for Proposal Submittal	December 30, 2024 before 12:00 p.m.
Proposal Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail Delivery or In Person Emailed or Faxed Bids are Not Acceptable
Contact Person, Title Email Address	Austin Demers, Purchasing Coordinator ademers@ankenyiowa.gov
Phone Number	(515) 965-6401
Documents Enclosed	Request for Proposal Service Locations – Attachment A Submittal Bid Forms – Attachment B

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City or any other means of delivery employed by the Bidder.

Overview

Proposals are being accepted from qualified vendors for managing and maintaining security and fire protection systems in City of Ankeny municipal buildings. These systems are comprised of monitoring alarms, smoke detectors, and sprinklers. Contractor should be a UL listed company that has a minimum of three (3) years' experience complying with all regulations set forth by the National Fire Protection Association (NFPA) and the Occupational Safety and Health Administration (OSHA).

General Scope and Work Objective

- Provide 24 hour per day, 7 day per week security and fire alarm service which includes monitoring, annual inspection and maintenance. Alarm battery replacement is necessary every five (5) years at no additional cost. In general, contractor will call Polk County Dispatch when an alarm is received.
- Provide annual inspection and maintenance of wet and dry sprinkler systems.
- Submit all inspections on www.The Compliance Engine.com, an internet-based software tool used to track inspection compliance.
- A City employee from each facility will be designated to assist the contractor in coordination of the scheduling of services.
- Cataloging: Within three months of award of this contract, contractor will provide a review of each facility and catalog all security and fire protection system components with appropriate identifying information including, but not limited to, control panel/communicator, intrusion system key pads, motion detectors, audible devices and door alarms. The catalog will be provided to the City in an electronic format and maintained by the contractor throughout the life of the contract.

Bid Instructions and Clarifications

Date of Issuance	December 3, 2024
Pre-Bid Conference & Inspections	December 12, 2024
Deadline for Proposal Submittal	December 30, 2024
Recommendation for Award	January 6, 2025
Anticipated Start Date of Contract	January 22, 2025

- Proposal shall be good for 120 days. Bid tabulation will be available for review upon recommendation for award.
- Surcharges (i.e. fuel surcharges, environment charges, service charges, etc.) will not be allowed to be added to invoices as an additional line item. In addition, the City is tax exempt. All applicable sales tax is to be excluded from all invoices.
- The City qualifies for the Sourcewell, Omnia, and U.S. Communities cooperative purchasing programs. Please indicate any such pricing as well as any required conditions.
- City service locations are listed on Attachment A, with applicable services highlighted in blue. Itemized bid forms are found within Attachment B. Interested contractors are allowed to bid on one or more of the services, as the City reserves the right to award multiple contracts. Each service, however, must be bid in its entirety with a grand total calculated.
- Locations and services may be added or deleted during the term of the contract, with pricing done on a negotiated basis between the City and contractor. Due to varying expirations of existing contracts, some City locations will be added to the new agreement at differing dates.

- Include provided Signature Page with your Bid Submittal Forms. Proposals which are not signed and dated by an authorized representative will not be accepted.
- A Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 4.

Award Criteria

All proposals will be evaluated based on the contractor's adherence to the specifications, proposed start date, pricing structure, references and certificate of insurance. The City evaluation team may arrange meetings with representatives of the companies whose proposals are deemed to be within the competitive range. The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Terms of Contract

The term of the contract shall be for three (3) years, anticipated to be January 22, 2025 through December 31, 2027. The City and the contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient written documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

Submitted Proposal to Include the Following Items:

- **Completed Attachment B – Bid Submittal Forms**
- **Brief overview of firm, identification of key personnel, experience and objective**
- **Certificate of Insurance**
- **Provide 3 copies of the above**

INSURANCE INFORMATION – CITY OF ANKENY, IOWA

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured without restrictions on the Contractor's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to Disposal Services for City of Ankeny Clean-Up Events"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be occurrence form general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE (SERVICES)

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any order placed for services.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Bidder and the City, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Payment is authorized by the City Council on the first and third Mondays of the month.
4. In the event of Bidder's failure to deliver the services when specifically promised and as agreed between Bidder and the City in terms of quality, price and other requirements, the City reserves the right to cancel the order, or any part thereof, without prejudice to its other rights.
5. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
6. The Bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
7. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
8. All parties to this bid and any ensuing order for services agree that the representatives of both the City and Bidder are, in fact, bona fide and possess full authority to bind said parties.
9. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
10. Each bidder shall submit an original bid on the forms attached. The bidder shall sign their bid correctly, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. The City reserves the right to reject any or all bids. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.
11. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
12. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
13. The Bidder agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent

Attachment A

Service Locations

To show prospective bidders the equipment to be covered under this agreement, a pre-bid conference and walk through at the locations shown in the table below will take place on December 12, 2024 at 10:00 a.m.

Please contact Purchasing Coordinator Austin Demers at 515-965-6401 or ademers@ankenyiowa.gov to attend the pre-bid conference. Participation is not a requirement, but is highly encouraged.

Items highlighted in blue below represent the current systems used at each site.

Site Name	Address	Fire Alarms	Security Alarms	Wet/Dry Sprinklers
Albaugh Senior Community Center	150 NW Ash Drive	X		X
Ankeny Miracle Park	310 NW School Street		X	
Bandshell	410 W First Street		X	
Cascade Falls Aquatic Center	2350 SW Prairie Trail Pkwy	X	X	
City Hall	410 W First Street	X	X	
Fire Station #1	120 NW Ash Drive	X		X
Fire Station #2	665 SE Oralabor Road	X		X
Fire Station #3	1360 NE 36 th Street	X		X
Hawkeye Concessions	400 NW Lakeshore Drive		X	
Kirkendall Public Library	1250 SW District Drive	X		X
Maintenance – Bldg. B	211 SE Lorenz Drive	X		X
Maintenance Facility	211 SE Lorenz Drive	X	X	X
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	X	X	X
Otter Creek-Maintenance	4405 NE Delaware Avenue		X	
Police Headquarters	411 SW Ordnance Road	X		X
Prairie Ridge Aquatic Center	1220 NW Prairie Ridge Drive	X		
PRSC Baseball	1510 NW Ash Drive		X	
PRSC Concession	1510 NW Ash Drive		X	
PRSC Football	1510 NW Ash Drive		X	
PRSC Little League Maint	1510 NW Ash Drive		X	
PRSC Little League Quad	1510 NW Ash Drive		X	
PRSC Soccer	1510 NW Ash Drive		X	
Public Service Building	1210 NW Prairie Ridge Drive	X	X	X
Waste Water - Office	1102 SE Creekview Drive		X	
Waste Water - Shop	1102 SE Creekview Drive		X	
Water #1	1841 SW Irvinedale Drive		X	
Water #2	3700 NE Otter Creek Drive		X	
Water #3	6384 S Delaware Avenue		X	
Water #4	701 SE Magazine Road		X	
Water #5	321 SW Elm Street		X	
Water #6	255 NW Irvinedale Drive		X	
Water #7	1102 SE Creekview Drive	X	X	X
Water Shop	211 SE Lorenz Drive	X	X	X

ATTACHMENT B
BID SUBMITTAL FORMS

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General Company Information

Submitting Firm: A Tech Security

Address: 10401 Hickman Road, Des Moines, IA 50322

Name and title of person overseeing the City of Ankeny account:

Jordan M. Augustine - Manager of Customer Services, Account Manager

Office Phone: (515) 251-7677 Mobile: (515) 681-7378 Email: JordanA@atechels.com

Lists three current customers who have been served by your company within the last three years with projects of similar scopes.

Reference #1 – Name: City of Urbandale

Address: 3600 86th Street, Urbandale, IA 50322

Contact Person & Phone: Jeff Ashenfelter (515) 571-0120

Date & Description of Job: Fire and Burglary Monitoring, and Fire Inspections of City of Urbandale Public Buildings

Contract Value: \$9,240.00/year

Reference #2 – Name: Denny Elwell Company LC

Address: 2401 SE Tones Drive, Suite #17, Ankeny, IA 50021

Contact Person & Phone: Jenevieve York (515) 559-4624

Date & Description of Job: Fire and Burglary Monitoring of Elwell Properties

Contract Value: \$38,040.00/year

Reference #3 – Name: Buyers Realty

Address: 4350 Westown Pkwy, Suite 100, West Des Moines, IA 50266

Contact Person & Phone: Steve Kroloff (515) 447-2818

Date & Description of Job: Fire and Burglary Monitoring, and Fire Inspections of Managed Properties

Contract Value: \$14,280.00/year

PART 1

Fire Alarm Monitoring, Maintenance and Annual Inspection

Proposal Cost Summary

In the table below, indicate the annual cost for fire alarm inspection and fire alarm monitoring for each City of Ankeny site. Fire alarm inspections are performed once a year. Battery replacement is required every five (5) years at no additional cost. Potential maintenance work is to be performed on an as-needed basis.

Site Name	Address	Annual Fire Alarm Inspection Cost	Fire Alarm Monitoring Cost
Albaugh Senior Community Center	150 NW Ash Drive	\$ 144.00	\$ 420.00
Cascade Falls Aquatic Center	2350 SW Prairie Trail Parkway	\$ NA	\$ NA
City Hall	410 W First Street	\$ 144.00	\$ 420.00
Fire Station #1	120 NW Ash Drive	\$ 144.00	\$ 420.00
Fire Station #2	665 SE Oralabor Road	\$ 144.00	\$ 240.00
Fire Station #3	1360 NE 36 th Street	\$ 144.00	\$ 240.00
Kirkendall Public Library	1250 SW District Drive	\$ 144.00	\$ 240.00
Maintenance - Bldg. B	211 SE Lorenz Drive	\$ 72.00	\$ 120.00
Maintenance Facility	211 SE Lorenz Drive	\$ 144.00	\$ 240.00
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	\$ 144.00	\$ 420.00
Police Headquarters	411 SW Ordinance Road	\$ 144.00	\$ 420.00
Prairie Ridge Aquatic Center	1220 NW Prairie Ridge Drive	\$ 144.00	\$ 420.00
Public Service Building	1210 NW Prairie Ridge Drive	\$ 144.00	\$ 420.00
Water #7	1102 SE Creekview Drive	\$ 144.00	\$ 420.00
Water Shop	211 SE Lorenz Drive	\$ 72.00	\$ 120.00
TOTAL:		\$1,872.00	\$4,560.00

Services Outside of Planned Fire Alarm Inspection and Monitoring

Regular Time Labor Rate \$90.00 hr.

Non-Regular (OT) Labor Rate \$150.00 hr.

Comments: Cascade Falls Aquatic Center does not have an active / functioning fire alarm system.

PART 2

Wet & Dry Sprinkler Annual Inspection Water Back Flow Preventers (BFP's) Annual Inspection Proposal Cost Summary

In the table below, indicate the annual cost for wet & dry sprinkler inspection and BFP inspection for each City of Ankeny site. These services are performed once a year. Potential maintenance work is to be performed on an as-needed basis.

Site Name	Address	Annual Wet & Dry Sprinkler Inspection Cost	Annual BFP Inspection Cost
Albaugh Senior Community Center	150 NW Ash Drive	\$	\$
Fire Station #1	120 NW Ash Drive	\$	\$
Fire Station #2	665 SE Oralabor Road	\$	\$
Fire Station #3	1360 NE 36 th Street	\$	\$
Kirkendall Public Library	1250 SW District Drive	\$	\$
Maintenance - Bldg. B	211 SE Lorenz Drive	\$	\$
Maintenance Facility	211 SE Lorenz Drive	\$	\$
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	\$	\$
Police Headquarters	411 SW Ordnance Road	\$	\$
Public Service Building	1210 NW Prairie Ridge Drive	\$	\$
Water #7	1102 SE Creekview Drive	\$	\$
Water Shop	211 SE Lorenz Drive	\$	\$
TOTAL:		\$	\$

Services Outside of Planned Sprinkler and Backflow Inspection

Regular Time Labor Rate \$_____ hr.

Non-Regular (OT) Labor Rate \$_____ hr.

Parts - % of List Price _____%

Comments: A Tech will not be providing a bid/proposal for the fire sprinkler or black flow inspection as it is out of our scope of work.

PART 3

Security Alarm Monitoring, Maintenance and Annual Testing

Proposal Cost Summary

In the table below, indicate the total annual cost for security alarm monitoring for each City of Ankeny site. Alarms must be tested once a year. Potential maintenance work is to be performed on an as-needed basis.

Site Name	Address	Annual Security Alarm Monitoring and Testing Cost
Ankeny Miracle Park	310 NW School Street	\$ 300.00
Bandshell Building	410 W First Street	\$ 300.00
Cascade Falls Aquatic Center	2350 SW Prairie Trail Parkway	\$ NA - No Burglary Alarm
City Hall	410 W First Street	\$ 240.00
Hawkeye Concessions	400 NW Lakeshore Drive	\$ 300.00
Maintenance Facility	211 SE Lorenz Drive	\$ 240.00
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	\$ 240.00
Otter Creek-Maintenance	4405 NE Delaware Avenue	\$ 240.00
PRSC Baseball	1510 NW Ash Drive	\$ 300.00
PRSC Concession	1510 NW Ash Drive	\$ 300.00
PRSC Football	1510 NW Ash Drive	\$ 300.00
PRSC Little League Maintenance	1510 NW Ash Drive	\$ 300.00
PRSC Little League Quad	1510 NW Ash Drive	\$ 300.00
PRSC Soccer	1510 NW Ash Drive	\$ 300.00
Public Service Building	1210 NW Prairie Ridge Drive	\$ 300.00
Waste Water - Office	1102 SE Creekview Drive	\$ 150.00
Waste Water - Shop	1102 SE Creekview Drive	\$ 150.00
Water #1	1841 SW Irvinedale Drive	\$ 300.00
Water #2	3700 NE Otter Creek Drive	\$ 300.00
Water #3	6384 SE Delaware Avenue	\$ 300.00
Water #4	701 SE Magazine Road	\$ 300.00
Water #5	321 SW Elm Street	\$ 300.00
Water #6	255 NW Irvinedale Drive	\$ 300.00
Water #7	1102 SE Creekview Drive	\$ 300.00
Water Shop	211 SE Lorenz Drive	\$ 120.00
TOTAL:		\$ 6,480.00

Services Outside of Security Alarm Monitoring and Testing

Non-Regular (OT) Labor Rate \$150.00 hr.

Signature Page

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposed that he/she agrees:

- To fulfill the obligations contained herein accordance with all instructions, terms, conditions and specifications set forth;
- To provide Certificate of Insurance with required endorsements and liability limits;
- To furnish all required products and services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full;
- To hold this bid open for 120 days after bid opening;
- Accepted pricing shall remain firm for the duration of the initial term of contract – three (3) years.

Submitting Firm: A Tech Security

Address: 10401 Hickman Road

City: Des Moines State: Iowa Zip: 50322

Authorized Representative (print): Jordan M. Augustine Title: Manager

Authorized Signature: *Jordan M. Augustine* Date: 12/30/2024

E-mail: JordanA@Atechels.com Phone: (515) 251-7677 FEIN 42-1522586

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes ☒ No ☐

Do you accept EFT payments? Yes ☒ No ☐

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided, please use a separate sheet of paper. If your company has no exceptions or deviations, write "No Exceptions" in the space below.

No Exceptions



**LETTER OF AGREEMENT
FOR SECURITY AND FIRE ALARM
MONITORING, INSPECTION AND MAINTENANCE**

This Agreement is to be effective on the 21st day of January, 2025, by and between A-Tech Security, Inc., hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing security and fire alarm services which are located at various municipal buildings in Ankeny.

Term of Contract:

- The term of the contract is three (3) years, January 21, 2025 through December 31, 2027.
- Pricing will remain unchanged through December 31, 2027.
- The City and the Contractor may renew the original contract for one (1) additional three-year time period by mutual agreement.

Contract Documents: The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- A. This signed Letter of Agreement;
- B. The Request for Bid document Security and Fire Protection Systems, dated December 3, 2024;
- C. The bid submitted by the Contractor (signed by Jordan Augustine), dated December 30, 2024

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Bobbi Bentz, Mayor

Date

A-Tech Security, Inc.

Jordan M. Augustine
By: A-Tech Security, Inc. Representative

1/9/2025
Date



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the Sprinkler and Backflow Protection Systems contract with Ahern Fire Protection.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

A Request for Proposal (RFP) was issued and the City received four bids to provide services for Sprinkler Inspections and Water Backflow Preventer Inspections. The bids received are as follows:

Company	Sprinkler Inspection Costs (Annual)	Water Backflow Preventer Inspection Costs (Annual)
Ahern Fire Protection	\$2,158.00	\$726.00
Iowa Fire Equipment Co	\$2,695.00	\$1,595.00
Johnson Controls	\$3,055.31	\$1,100.00
Midwest Automatic Fire Sprinkler Co	\$7,217.00	\$2,519.40

The recommendation is to have Ahern Fire Protection provide inspection services for both sprinklers and water backflow preventers.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the Sprinkler and Backflow Protection Systems contract with Ahern Fire Protection.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

There will be an additional annual cost of \$1,534.00 compared to the costs paid under the previous contract from 2018 - 2024.

PUBLIC OUTREACH EFFORTS

Companies were contacted to gauge interest in receiving the bid package prior to issuing the RFP. All documentation was also posted to the City's website for public viewing.

ACTION REQUESTED

ATTACHMENTS

1. Request for Proposal
2. Attachment A
3. Ahern Fire Protection Bid
4. Letter of Agreement - Ahern Fire Protection



**Request for Proposal
Security and Fire Protection Systems
City of Ankeny, Iowa**

You are invited to submit a proposal for the management and maintenance of security and fire protection systems, as requested by the City of Ankeny Finance Department.

Name of the Proposal	Security and Fire Protection Systems
Date of Issuance	December 3, 2024
Pre-Bid Conference & Inspections	December 12, 2024 at 10:00 a.m. Ankeny City Hall 410 West First Street Ankeny, IA 50023
Deadline for Proposal Submittal	December 30, 2024 before 12:00 p.m.
Proposal Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail Delivery or In Person Emailed or Faxed Bids are Not Acceptable
Contact Person, Title Email Address	Austin Demers, Purchasing Coordinator ademers@ankenyiowa.gov
Phone Number	(515) 965-6401
Documents Enclosed	Request for Proposal Service Locations – Attachment A Submittal Bid Forms – Attachment B

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City or any other means of delivery employed by the Bidder.

Overview

Proposals are being accepted from qualified vendors for managing and maintaining security and fire protection systems in City of Ankeny municipal buildings. These systems are comprised of monitoring alarms, smoke detectors, and sprinklers. Contractor should be a UL listed company that has a minimum of three (3) years' experience complying with all regulations set forth by the National Fire Protection Association (NFPA) and the Occupational Safety and Health Administration (OSHA).

General Scope and Work Objective

- Provide 24 hour per day, 7 day per week security and fire alarm service which includes monitoring, annual inspection and maintenance. Alarm battery replacement is necessary every five (5) years at no additional cost. In general, contractor will call Polk County Dispatch when an alarm is received.
- Provide annual inspection and maintenance of wet and dry sprinkler systems.
- Submit all inspections on www.The Compliance Engine.com, an internet-based software tool used to track inspection compliance.
- A City employee from each facility will be designated to assist the contractor in coordination of the scheduling of services.
- Cataloging: Within three months of award of this contract, contractor will provide a review of each facility and catalog all security and fire protection system components with appropriate identifying information including, but not limited to, control panel/communicator, intrusion system key pads, motion detectors, audible devices and door alarms. The catalog will be provided to the City in an electronic format and maintained by the contractor throughout the life of the contract.

Bid Instructions and Clarifications

Date of Issuance	December 3, 2024
Pre-Bid Conference & Inspections	December 12, 2024
Deadline for Proposal Submittal	December 30, 2024
Recommendation for Award	January 6, 2025
Anticipated Start Date of Contract	January 22, 2025

- Proposal shall be good for 120 days. Bid tabulation will be available for review upon recommendation for award.
- Surcharges (i.e. fuel surcharges, environment charges, service charges, etc.) will not be allowed to be added to invoices as an additional line item. In addition, the City is tax exempt. All applicable sales tax is to be excluded from all invoices.
- The City qualifies for the Sourcewell, Omnia, and U.S. Communities cooperative purchasing programs. Please indicate any such pricing as well as any required conditions.
- City service locations are listed on Attachment A, with applicable services highlighted in blue. Itemized bid forms are found within Attachment B. Interested contractors are allowed to bid on one or more of the services, as the City reserves the right to award multiple contracts. Each service, however, must be bid in its entirety with a grand total calculated.
- Locations and services may be added or deleted during the term of the contract, with pricing done on a negotiated basis between the City and contractor. Due to varying expirations of existing contracts, some City locations will be added to the new agreement at differing dates.

- Include provided Signature Page with your Bid Submittal Forms. Proposals which are not signed and dated by an authorized representative will not be accepted.
- A Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 4.

Award Criteria

All proposals will be evaluated based on the contractor's adherence to the specifications, proposed start date, pricing structure, references and certificate of insurance. The City evaluation team may arrange meetings with representatives of the companies whose proposals are deemed to be within the competitive range. The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Terms of Contract

The term of the contract shall be for three (3) years, anticipated to be January 22, 2025 through December 31, 2027. The City and the contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient written documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

Submitted Proposal to Include the Following Items:

- **Completed Attachment B – Bid Submittal Forms**
- **Brief overview of firm, identification of key personnel, experience and objective**
- **Certificate of Insurance**
- **Provide 3 copies of the above**

INSURANCE INFORMATION – CITY OF ANKENY, IOWA

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured without restrictions on the Contractor's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to Disposal Services for City of Ankeny Clean-Up Events"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be occurrence form general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE (SERVICES)

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any order placed for services.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Bidder and the City, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Payment is authorized by the City Council on the first and third Mondays of the month.
4. In the event of Bidder's failure to deliver the services when specifically promised and as agreed between Bidder and the City in terms of quality, price and other requirements, the City reserves the right to cancel the order, or any part thereof, without prejudice to its other rights.
5. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
6. The Bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
7. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
8. All parties to this bid and any ensuing order for services agree that the representatives of both the City and Bidder are, in fact, bona fide and possess full authority to bind said parties.
9. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
10. Each bidder shall submit an original bid on the forms attached. The bidder shall sign their bid correctly, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. The City reserves the right to reject any or all bids. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.
11. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
12. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
13. The Bidder agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent

Attachment A

Service Locations

To show prospective bidders the equipment to be covered under this agreement, a pre-bid conference and walk through at the locations shown in the table below will take place on December 12, 2024 at 10:00 a.m.

Please contact Purchasing Coordinator Austin Demers at 515-965-6401 or ademers@ankenyiowa.gov to attend the pre-bid conference. Participation is not a requirement, but is highly encouraged.

Items highlighted in blue below represent the current systems used at each site.

Site Name	Address	Fire Alarms	Security Alarms	Wet/Dry Sprinklers
Albaugh Senior Community Center	150 NW Ash Drive	X		X
Ankeny Miracle Park	310 NW School Street		X	
Bandshell	410 W First Street		X	
Cascade Falls Aquatic Center	2350 SW Prairie Trail Pkwy	X	X	
City Hall	410 W First Street	X	X	
Fire Station #1	120 NW Ash Drive	X		X
Fire Station #2	665 SE Oralabor Road	X		X
Fire Station #3	1360 NE 36 th Street	X		X
Hawkeye Concessions	400 NW Lakeshore Drive		X	
Kirkendall Public Library	1250 SW District Drive	X		X
Maintenance – Bldg. B	211 SE Lorenz Drive	X		X
Maintenance Facility	211 SE Lorenz Drive	X	X	X
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	X	X	X
Otter Creek-Maintenance	4405 NE Delaware Avenue		X	
Police Headquarters	411 SW Ordnance Road	X		X
Prairie Ridge Aquatic Center	1220 NW Prairie Ridge Drive	X		
PRSC Baseball	1510 NW Ash Drive		X	
PRSC Concession	1510 NW Ash Drive		X	
PRSC Football	1510 NW Ash Drive		X	
PRSC Little League Maint	1510 NW Ash Drive		X	
PRSC Little League Quad	1510 NW Ash Drive		X	
PRSC Soccer	1510 NW Ash Drive		X	
Public Service Building	1210 NW Prairie Ridge Drive	X	X	X
Waste Water - Office	1102 SE Creekview Drive		X	
Waste Water - Shop	1102 SE Creekview Drive		X	
Water #1	1841 SW Irvinedale Drive		X	
Water #2	3700 NE Otter Creek Drive		X	
Water #3	6384 S Delaware Avenue		X	
Water #4	701 SE Magazine Road		X	
Water #5	321 SW Elm Street		X	
Water #6	255 NW Irvinedale Drive		X	
Water #7	1102 SE Creekview Drive	X	X	X
Water Shop	211 SE Lorenz Drive	X	X	X



855 Morris St., P.O. Box 1316
Fond du Lac, WI 54936-1316
main 920.921.9020
jfahern.com

Emily Schnebbe
Sr. PMA Sales Representative

Ahern Fire Protection
601 SW 9th St.
Ste B.
Des Moines, IA 50309

515-721-3469
eschnebbe@ahernfire.com
12.27.24

City of Ankeny
Finance Department
410 West First St.
Ankeny, IA 50023

To Whom It May Concern;

Subject: Proposal for Fire Protection Systems for the City of Ankeny, Iowa

I am writing to submit pricing for the Fire Alarm Monitoring, Fire Alarm Inspections, and Sprinkler System Inspections work on behalf of Ahern Fire Protection. I would like to express our strong interest in working with your team to achieve your goals.

At Ahern Fire Protection we specialize in delivering high quality work while we take pride in keeping our customers and their assets safe in the work we do. We are confident in our ability to deliver high-quality work on inspections and connect you with our UL certified monitoring company.

I have attached a full bid package including Attachment B, Notes in regard to Attachment B, a company brief overview, Identification of key personnel, Ahern experience and objectives, and our COI.

We thank you for the opportunity to bid this work and welcome the chance to discuss our proposal further on any questions you may have.

Thank you and we look forward to collaborating with you.

Sincerely,
Emily Schnebbe
SR. PMA Sales Representative
Ahern Fire Protection

ATTACHMENT B
BID SUBMITTAL FORMS

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General Company Information

Submitting Firm: Ahern Fire Protection

Address: 601 SW 9th St. Ste B. Des Moines, IA 50309

Name and title of person overseeing the City of Ankeny account:

Joni King

Office Phone: 515-446-4553 Mobile: _____ Email: jking@ahernfire.com

Lists three current customers who have been served by your company within the last three years with projects of similar scopes.

Reference #1 – Name: Prairie Meadows
Address: 1 Prairie Meadows Dr. Altoona, IA
Contact Person & Phone: Chelsea Schwartz / 515-967-3118
Date & Description of Job: On Going - Inspections / Repairs / New installs
Contract Value: \$13,000 annual agreement

Reference #2 – Name: Hy-Vee Distribution
Address: 1801 Osceola Ave Chariton, IA
Contact Person & Phone: Brandan Reed / 641-774-7608
Date & Description of Job: On Going - Fire Alarm, Extinguishers, Sprinkler Inspections
Contract Value: \$27,000 annual agreement (not including repairs)

Reference #3 – Name: Polk County
Address: Multiple properties
Contact Person & Phone: Brian Aust / 515-321-5728
Date & Description of Job: Ongoing - Inspections
Contract Value: \$23,000 annual agreement (not including repairs)

PART 1

Fire Alarm Monitoring, Maintenance and Annual Inspection Proposal Cost Summary

In the table below, indicate the annual cost for fire alarm inspection and fire alarm monitoring for each City of Ankeny site. Fire alarm inspections are performed once a year. Battery replacement is required every five (5) years at no additional cost. Potential maintenance work is to be performed on an as-needed basis.

Site Name	Address	Annual Fire Alarm Inspection Cost	Fire Alarm Monitoring Cost
Albaugh Senior Community Center	150 NW Ash Drive	\$ 751.00	\$ 500.00
Cascade Falls Aquatic Center	2350 SW Prairie Trail Parkway	\$ See below	\$ See below
City Hall	410 W First Street	\$533.00	\$ 500.00
Fire Station #1	120 NW Ash Drive	\$582.00	\$500.00
Fire Station #2	665 SE Oralabor Road	\$412.00	\$300.00
Fire Station #3	1360 NE 36 th Street	\$545.00	\$300.00
Kirkendall Public Library	1250 SW District Drive	\$ 1,138.00	\$500.00
Maintenance - Bldg. B	211 SE Lorenz Drive	\$ 352.00	\$300.00
Maintenance Facility	211 SE Lorenz Drive	\$ 703.00	\$300.00
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	\$ 412.00	\$500.00
Police Headquarters	411 SW Ordnance Road	\$ 1731.00	\$500.00
Prairie Ridge Aquatic Center	1220 NW Prairie Ridge Drive	\$ 433.00	\$500.00
Public Service Building	1210 NW Prairie Ridge Drive	\$400.00	\$500.00
Water #7	1102 SE Creekview Drive	\$ 315.00	\$500.00
Water Shop	211 SE Lorenz Drive	\$ See below	\$ See below
TOTAL:		\$ 8,307.00	\$ 5,700.00

Services Outside of Planned Fire Alarm Inspection and Monitoring

Regular Time Labor Rate \$ 147 hr.

Non-Regular (OT) Labor Rate \$ 188 hr.

Comments: Double Time (DT) Labor Rate \$224 hr.

Please see Attachment B (1.0) for comments section

PART 2

Wet & Dry Sprinkler Annual Inspection Water Back Flow Preventers (BFP's) Annual Inspection

Proposal Cost Summary

In the table below, indicate the annual cost for wet & dry sprinkler inspection and BFP inspection for each City of Ankeny site. These services are performed once a year. Potential maintenance work is to be performed on an as-needed basis.

Site Name	Address	Annual Wet & Dry Sprinkler Inspection Cost	Annual BFP Inspection Cost
Albaugh Senior Community Center	150 NW Ash Drive	\$ 141.00	\$ 66.00
Fire Station #1	120 NW Ash Drive	\$ 141.00	\$ 66.00
Fire Station #2	665 SE Oralabor Road	\$ 141.00	\$ 66.00
Fire Station #3	1360 NE 36 th Street	\$ 141.00	\$ 66.00
Kirkendall Public Library	1250 SW District Drive	\$ 281.00	\$ 66.00
Maintenance - Bldg. B	211 SE Lorenz Drive	\$ 198.00	\$ 66.00
Maintenance Facility	211 SE Lorenz Drive	\$ 141.00	\$ 66.00
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	\$ 274.00	\$ 66.00
Police Headquarters	411 SW Ordnance Road	\$ 418.00	\$ 66.00
Public Service Building	1210 NW Prairie Ridge Drive	\$ 141.00	\$ 66.00
Water #7	1102 SE Creekview Drive	\$ 141.00	\$ 66.00
Water Shop	211 SE Lorenz Drive	\$ see below	\$ see below
TOTAL:		\$ 2,158.00	\$ 726.00

Services Outside of Planned Sprinkler and Backflow Inspection

Regular Time Labor Rate \$ 172 hr.

Non-Regular (OT) Labor Rate \$ 210 hr.

Parts - % of List Price 25 %

Double Time (DT) Labor Rate \$215 hr.

Comments: Please see Attachment B (2.0) for comments section.

PART 3

Security Alarm Monitoring, Maintenance and Annual Testing

Proposal Cost Summary

In the table below, indicate the total annual cost for security alarm monitoring for each City of Ankeny site. Alarms must be tested once a year. Potential maintenance work is to be performed on an as-needed basis.

Site Name	Address	Annual Security Alarm Monitoring and Testing Cost
Ankeny Miracle Park	310 NW School Street	\$
Bandshell Building	410 W First Street	\$
Cascade Falls Aquatic Center	2350 SW Prairie Trail Parkway	\$
City Hall	410 W First Street	\$
Hawkeye Concessions	400 NW Lakeshore Drive	\$
Maintenance Facility	211 SE Lorenz Drive	\$
Otter Creek-Clubhouse	4100 NE Otter Creek Drive	\$
Otter Creek-Maintenance	4405 NE Delaware Avenue	\$
PRSC Baseball	1510 NW Ash Drive	\$
PRSC Concession	1510 NW Ash Drive	\$
PRSC Football	1510 NW Ash Drive	\$
PRSC Little League Maintenance	1510 NW Ash Drive	\$
PRSC Little League Quad	1510 NW Ash Drive	\$
PRSC Soccer	1510 NW Ash Drive	\$
Public Service Building	1210 NW Prairie Ridge Drive	\$
Waste Water - Office	1102 SE Creekview Drive	\$
Waste Water - Shop	1102 SE Creekview Drive	\$
Water #1	1841 SW Irvinedale Drive	\$
Water #2	3700 NE Otter Creek Drive	\$
Water #3	6384 SE Delaware Avenue	\$
Water #4	701 SE Magazine Road	\$
Water #5	321 SW Elm Street	\$
Water #6	255 NW Irvinedale Drive	\$
Water #7	1102 SE Creekview Drive	\$
Water Shop	211 SE Lorenz Drive	\$
TOTAL:		\$

PART 3 (continued)
Security Alarm Monitoring, Maintenance and Annual Testing
Proposal Cost Summary

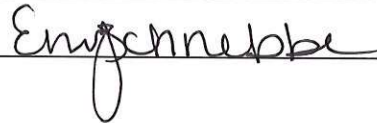
Services Outside of Security Alarm Monitoring and Testing

Regular Time Labor Rate \$_____ hr.

Non-Regular (OT) Labor Rate \$_____ hr.

Comments: Ahern will not be bidding on this portion.

Name of Company: Ahern Fire Protection

Authorized Signature:  Date: 12.27.24

Signature Page

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposed that he/she agrees:

- To fulfill the obligations contained herein accordance with all instructions, terms, conditions and specifications set forth;
- To provide Certificate of Insurance with required endorsements and liability limits;
- To furnish all required products and services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full;
- To hold this bid open for 120 days after bid opening;
- Accepted pricing shall remain firm for the duration of the initial term of contract – three (3) years.

Submitting Firm: Ahern Fire Protection

Address: 601 SW 9th St. Ste B

City: Des Moines State: IA Zip: 50309

Authorized Representative (print): Emily Schnebbe Title: Sr. PMA Sales Representative

Authorized Signature:  Date: 12.27.24

E-mail: eschnebbe@ahernfire.com Phone: 515-721-3469 FEIN 39-0123200

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes ☒ No ☐

Do you accept EFT payments? Yes ☒ No ☐

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided, please use a separate sheet of paper. If your company has no exceptions or deviations, write "No Exceptions" in the space below.

No Exceptions



855 Morris St. I.P.O. Box 1316
Fond du Lac, WI 54936-1316
main 920.921.9020
jfahern.com

12.27.24

Attachment B (1.0) Comments:

Please see the below regarding comments for both the fire alarm and monitoring section of the bid.

Fire Alarm Inspections:

- As seen on bullet point 5 in section General Scop of Work Objectives of the Request for Proposal Document, We, Ahern Fire Protection, will catalog all items mentioned during the first inspection of the Fire Alarm Systems in April 2025.
- In regard to the See below on Proposal Cost Summary:
 - Cascade Falls Aquatic Center – No price as told no system to quote
 - Water Shop – System is tied to Maintenance – Bldg B - no cost needed

Fire Alarm Monitoring:

- See attached Monitoring Terms and Conditions that must be excepted with this bid.
- The pricing on the Attachment B, Part 1 for monitoring is the yearly cost of monitoring. There is an additional cost to switch the monitoring to our central station (see next bullet).
- We will need to provide more formal pricing, but if able to do switchover during time of Fire Alarm Inspection, cost to switch is roughly \$400 per site.
 - This price is contingent upon the NAPCO and IPGSM -4G radios being released so we can monitor with the same equipment already installed. Please see the release form in the packet to see what will be asked by you, the customer, to send to current provider to release radios.
 - This price is contingent upon the existing radios, once released, working properly
- The Monitoring Center we use is a UL Certified Monitoring Company that will comply with the UL listed requirements in the Overview section of the Request for Proposal Document.
- In regard to the See below on Proposal Cost Summary:
 - Cascade Falls Aquatic Center – No price as told no system to quote
 - Water Shop – System is tied to Maintenance – Bldg B - no cost needed

Last year, over 99% of client survey responders reported they would work with us again.



855 Morris St, I.P.O. Box 1316
Fond du Lac, WI 54936-1316
main 920.921.9020
jfahern.com

12.27.24

Attachment B (2.0) Comments:

Please see the below regarding comments for both the Wet & Dry Sprinkler section of the bid.

Wet & Dry Sprinkler Inspections:

- As seen on bullet point 5 in section General Scop of Work Objectives of the Request for Proposal Document, We, Ahern Fire Protection, will catalog all items mentioned during the first inspection of the Fire Alarm Systems in 2025.
- In regard to the See below on Proposal Cost Summary:
 - Water Shop – System is tied to Maintenance – Bldg B - no cost needed

Back Flow Preventers Inspections:

- The backflow preventor costs are for the backflow preventor on the sprinkler system, this price does not include any domestic backflows. (see below for this)
- In regard to the See below on Proposal Cost Summary:
 - Water Shop – System is tied to Maintenance – Bldg B - no cost needed

Domestic Back Flow Preventers Inspections:

- For any sites with a domestic backflow preventor we can offer this inspection for you as well.
- See pricing below:
 - \$70 / domestic backflow preventor device at time of sprinkler inspection



**LETTER OF AGREEMENT
FOR WET & DRY SPRINKLER ANNUAL INSPECTION AND
WATER BACK FLOW PREVENTERS ANNUAL INSPECTION**

This Agreement is to be effective on the 21st day of January, 2025, by and between Ahern Fire Protection, hereinafter called “the Contractor” and the City of Ankeny, Iowa, hereinafter called “the City”.

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing annual inspections for sprinklers and water back flow preventers which are located at various municipal buildings in Ankeny.

Term of Contract:

- The term of the contract is three (3) years, January 21, 2025 through December 31, 2027.
- Pricing will remain unchanged through December 31, 2027.
- The City and the Contractor may renew the original contract for one (1) additional three-year time period by mutual agreement.

Contract Documents: The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- A. This signed Letter of Agreement;
- B. The Request for Bid document Security and Fire Protection Systems, dated December 3, 2024;
- C. The bid submitted by the Contractor (signed by Emily Schnebbe), dated December 27, 2024

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: **Bobbi Bentz, Mayor**

Date

Ahern Fire Protection, a division of J. F. Ahern Co.

By: **Ahern Fire Protection Representative**

01-15-2024

Date



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider a motion to adopt **RESOLUTION** authorizing the purchase of combination signal / lighting poles for NW Irvinedale Drive & NW 18th Street Reconstruction.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade essential infrastructure

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

NW Irvinedale Drive & NW 18th Street Reconstruction will reconstruct the project intersection to provide left- and right-turn lanes on all approaches and a new traffic signal. To control equipment costs and support the construction schedule, the City will furnish the combination signal/ lighting poles for Contractor Installation. The overall construction project is currently scheduled for bid opening on January 28, 2025 with public hearing on February 3, 2025.

Quotes were received per City Purchasing Policy on January 10, 2025, and the bid tabulation is attached. The lowest responsible bid was received from Millerbernd Manufacturing Company, for \$82,224.00 including shipping costs. Delivery of the poles and mast arms is expected within 18-20 weeks of shop drawing approval.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt RESOLUTION authorizing purchase of signal/ lighting poles as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Project was approved with the 2025-2029 Capital Improvement Program for construction in 2025.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Bid Tabulation

RESOLUTION

**A RESOLUTION AUTHORIZING THE PURCHASE OF COMBINATION SIGNAL/ LIGHTING POLES FOR
INSTALLATION WITH NW IRVINEDALE DRIVE & NW 18TH STREET RECONSTRUCTION**

WHEREAS, the City of Ankeny desires to purchase combination signal/ lighting poles and mast arms to be installed with NW Irvinedale Drive & NW 18th Street Reconstruction; and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the combination signal /lighting poles and mast arms from Millerbernd Manufacturing Company in the amount of \$82,224.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Millerbernd Manufacturing Company in the amount of \$82,224.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said combination signal/ lighting poles and mast arms.

DATED this 21st day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation
NW Irvinedale Dr and NW 18 St Traffic Signal
Traffic Signal Poles
Bid Date: 10:00 AM, January 10, 2025

Item	Unit	Central Sales Lighting Alliance			Electrical Products Company		
		Millerbernd			Valmont		
		Total	Unit Price	Total Price	Total	Unit Price	Total Price
Combination Signal/Lighting Pole with 68' Mast Arm	EA	1	\$19,471.00	\$19,471.00	1	\$21,866.00	\$21,866.00
Combination Signal/Lighting Pole with 69' Mast Arm	EA	1	\$19,493.00	\$19,493.00	1	\$21,882.00	\$21,882.00
Combination Signal/Lighting Pole with 72' Mast Arm	EA	1	\$19,615.00	\$19,615.00	1	\$24,200.00	\$24,200.00
Combination Signal/Lighting Pole with 74' Mast Arm	EA	1	\$19,653.00	\$19,653.00	1	\$24,234.00	\$24,234.00
Manufacturer's Recommended Wind Dampening Device	EA	4	\$998.00	\$3,992.00	0	\$0.00	\$0.00
	EA	0	\$0.00	\$0.00	0	\$0.00	\$0.00
	EA	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Freight	LS	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Signal Pole Total				\$82,224.00			\$92,182.00

Estimated Deliveries:

Millerbernd: Shop drawings: 2-4 weeks. Poles: 15-17 weeks after shop drawing release.

Valmont: Shop drawings: 15-20 days. Poles: 18-20 weeks after shop drawing release.

****Valmont TR1 Mitigators (wind dampening device) is included in the 4 poles quoted above.**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve **RESOLUTION** authorizing the purchase of a replacement ladder truck for the Fire Department.

ORIGINATING DEPARTMENT

Fire

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The request is to place an order to purchase a Pierce Tractor Drawn Aerial through Sourcewell Cooperative Purchasing agreement. The new aerial will replace vehicle 132 (2011 Pierce Platform Aerial), which was damaged during the 2018 heavy rain event and has had a less-than-ideal reliability record since the event.

Approving this purchase will increase the reliability of our emergency vehicle fleet and address the ongoing maintenance/reliability issues with our current aerial apparatus. The replacement ladder truck provides an opportunity to evaluate how our fleet is utilized for calls for service, optimize response capabilities across all front-line apparatus, and reduce the number of apparatus in the current fleet by consolidating capabilities.

The Tractor Drawn Aerial is being recommended for the following reasons:

- Increased storage capacity as compared to other aerial configurations
- Increased maneuverability
- Faster set-up time during emergency operations
- Lighter apparatus overall weight

The total cost of \$2,380,000.00 is due upon delivery and acceptance, which is expected to be between 46-49 months (FY 2029).

CITY MANAGER/STAFF RECOMMENDATIONS:

Staff recommends approval of **RESOLUTION** authorizing the purchase of a replacement ladder truck for the

Fire Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The FY 2026 CIP includes the purchase of a tractor drawn aerial and associated equipment in FY 2029 at an estimated cost of \$2,550,000.00. With an estimated manufacturing time between 46-49 months, the expectation of delivery and payment would be in FY 2029.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Res Ladder Truck Replacement
2. Ankeny Tiller Cover Letter 1-13-24
3. Reliant - Ankeny Contract 1.13.2025 Signed by Reliant

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF A REPLACEMENT LADDER TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase a tractor drawn aerial to replace the existing ladder truck (V132) for the Fire Department, and;

WHEREAS, the City of Ankeny will purchase the tractor drawn aerial from Reliant Fire Apparatus, Inc. at a price of \$2,380,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Reliant Fire Apparatus, Inc., in the amount of \$2,380,000.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order for the purchase price of \$2,380,000.00, plus up to 2% of the estimated purchase price (\$47,600.00) for the potential increase in the cost of the ladder truck due to market conditions, to facilitate the purchase of said ladder truck.

DATED at Ankeny, Iowa, this 21st day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



January 13, 2025

Ankeny Fire Department
Chief Vance Swisher
120 NW ASH Dr.
Ankeny, IA 50023

Proposal Detail: Reliant Fire Apparatus Proposal #668 dated January 13, 2025, for one Pierce Velocity 107' Ascendant Tiller.

Dear Chief Swisher,

Thank you for the opportunity to present this Proposal Detail to the Ankeny Fire Department. Attached you will find the complete proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows as purchased through Sourcwell consortium:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$2,380,000.00

Other Payment Option:

Custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:

Should you choose to have a Performance Bond provided \$6,831.00 will need to be added to the above pricing detail.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid for 30 calendar days.

Delivery – Unit to be completed and prepared for final inspection within approximately 46-49 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at time of proposal. Lead time will be determined at the time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Ankeny Fire Department, Station one, 120 NW Ash DR. Ankeny, Iowa 50023.

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:

Base Option:

Payment is due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection at the Pierce Manufacturing, Inc. build location.

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be "non-compliant" by the purchaser. All "non-compliant" items are detailed on the NFPA Statement of Exceptions included with the proposal.

We thank you for the opportunity to submit Reliant Fire Apparatus proposal #668 to you. Should you have any questions or require any additional information, please do not hesitate contacting me directly, or contact Reliant Fire Apparatus directly at (262) 297-5020.

Respectfully,

Eric S. Fibikar

Eric Fibikar
RELIANT FIRE APPARATUS, INC.
319-939-1905
ericf@reliantfire.com



This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation ("Reliant"), and the City of Ankeny, Iowa ("Customer"), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Reliant Proposal"** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 9(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 9(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$2,380,000.00 ("Purchase Price"). Prices are in U.S. funds. Accepted forms of payment include cash, check, money order, wire transfer, or ACH payment. Credit card or purchase card (P-Card) payments are not accepted.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change ("Change Order"). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant's authorized representative. Manufacturer and/or supplier cost increases or surcharges imposed after the time of contract execution, beyond the control of Reliant, that have not been calculated into the contract amount will be documented and itemized as increases for the Customer on the Change Order.

7. Persistent Inflationary Environment Changes. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compound annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

8. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such

Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

9. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within approximately 46 – 49 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing, Inc., 2600 American Drive, Appleton, Wisconsin, Risk of loss shall pass to Customer upon Delivery. Any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available during process, and a final firm delivery will be provided when committed. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

Customer
City of Ankeny
410 W. 1st Street
Ankeny, IA 50023-1557

11. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant's own negligence, or otherwise.

12. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

13. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

- a. Commercial Chassis Price Volatility. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order. Price reflects an estimate for the commercial chassis; final price of the contract may be adjusted upon final cost from the chassis manufacturer.
- b. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

22. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.
Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

Signature: 
Name: Jason Krueger
Title: President
Date: 1/13/2025

CUSTOMER: City of Ankeny, Iowa

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: January 13, 2025

Customer Name: City of Ankeny, Iowa

Quantity	Chassis Type	Body Type	Price per Unit
1	Velocity	107' TDA	\$2,380,000.00
			\$
			\$
			\$
			\$

Purchase is for one (1) Pierce 107' Tractor Drawn Trailer (TDA) mounted on a Velocity Chassis per Reliant Fire Apparatus proposal #668 dated January 13, 2025.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Additional warranties are detailed in Proposal #668 including full certificates of warranty coverage.

Training Requirements: New delivery orientation is to be provided by Reliant Fire Apparatus and Pierce Manufacturing at the City of Ankeny at a mutually agreed upon time.

Other Matters: Proposal Detail is as follows as purchased thought Sourcewell consortium.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in the amount of \$2,380,000.00 and any associated change orders due Reliant Fire Apparatus, Inc. in full ten (10) days prior to final inspection to allow processing and transfer of the Manufacturer's Statement of Origin (MSO) to take place at time of final inspection.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF JANUARY 13, 2025 BETWEEN RELIANT AND THE CITY OF ANKENY, IOWA WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #668
PRESENTED TO THE CITY OF ANKENY, IOWA DATED JANUARY 13, 2025.

EXHIBIT C

RELIANT PROPOSAL

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #668 PRESENTED TO THE CITY OF ANKENY, IOWA DATED JANUARY 13, 2025.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025

5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (601 SW Des Moines Street - Holy Trinity Lutheran Church, a corporation)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

October 7, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

FISCAL IMPACT

The total compensation for the permanent sidewalk easement is \$1,525.00. The cost for the permanent sidewalk easement is part of the project costs for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

July 25, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on August 6, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 04 - Resolution for Purchase Agreement
2. Parcel 04 - Holy Trinity Lutheran Church - Permanent Sidewalk Easement
3. Parcel 04 - Holy Trinity Lutheran Church - Purchase Offer

RESOLUTION 2024-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT SIDEWALK EASEMENT
AT 601 SW DES MOINES STREET FOR THE
SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE RD TO
SW KENWORTHY DR PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement be granted by Holy Trinity Lutheran Church, a corporation, at 601 SW Des Moines Street to facilitate the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire permanent sidewalk easement necessary for the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement from Holy Trinity Church, a corporation, at 601 SW Des Moines Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sidewalk Easement for the completion of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Holy Trinity Lutheran Church, a corporation, (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.
3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4th day of December, 2024.

HOLY TRINITY LUTHERAN CHURCH, A CORPORATION

Timothy V. Olson
Signed

Timothy V. Olson Lead Pastor
Print Name and Title

Mark Murphy
Signed

Mark Murphy President elect
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

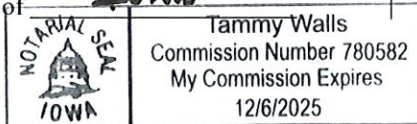
On this 4th day of December, A.D. 2024,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Timothy Olson, Lead Pastor
Mark Murphy, President Elect
☒ to me personally known

or ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Tammy Walls (Sign in Ink)

Tammy Walls (Print Name)

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
Timothy Olson, Lead Pastor
Mark Murphy, President Elect
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Holy Trinity Lutheran Church, a
corporation

SW DES MOINES STREET

NORTH 81.32 FEET WEST 159 FEET
LOT 9 WHALEN PLACE

5.00'

SOUTH 60 FEET NORTH 141.32
FEET WEST 159 FEET
LOT 9, WHALEN PLACE

49.00'

LOT 10
WHALEN PLACE



NORTH



(IN FEET)

1 inch = 20 ft.

LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF THE NORTH 81.32 FEET OF THE WEST 159.00 FEET OF LOT 9, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 406.6 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



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REVISIONS
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EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER
C.HOFFMAN

DRAWN BY
P.SHELQUIST

SURVEYOR
P.SHELQUIST

CREW CHIEF
W.RIORDAN

SKETCH NO.
EXH-03

DRAWING PATH: P:\2024000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOT DATE: 09/12/2024 1:05 PM PLOTTED BY: PATRICK SHELQUIST

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Holy Trinity Lutheran Church a corporation
 517 SW Des Moines St.
 Ankeny, IA 50023-2805

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$1,525.00, calculated as follows:

Fee Title:	0 SF x \$7.50 / SF =	\$ 0.00
Permanent Easement:	406.6 SF x \$7.50 / SF x 50% =	\$1,525.00
Temporary Easement:	0 SF x \$7.50 / SF x 8% x 1 year =	\$ 0.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$1,525.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of SW Des Moines Street Utility Improvements SW Ordinance Road to SW Kenworthy Drive.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 4 day of December, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 4 day of December, 2024.

HOLY TRINITY LUTHERAN CHURCH, A CORPORATION

By: Frankly Velli

Title: Lead Pastor

By: Mark Murphy

Title: President Elect

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mayor

Attest: _____
Michelle Yuska, City Clerk

SW DES MOINES STREET

5.00'

NORTH 81.32 FEET WEST 159 FEET
LOT 9 WHALEN PLACE

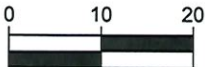
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SOUTH 60 FEET NORTH 141.32
FEET WEST 159 FEET
LOT 9, WHALEN PLACE

LOT 10
WHALEN PLACE



NORTH



(IN FEET)

1 inch = 20 ft.

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DESCRIBED AREA CONTAINS 406.6 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



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REVISIONS
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EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER
C.HOFFMAN

DRAWN BY
P.SHELQUIST

SURVEYOR
P.SHELQUIST

CREW CHIEF
W.RIORDAN

SKETCH NO.
EXH-03

DRAWING PATH: P:\2024000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOTTED BY: PATRICK SHELQUIST PLOT DATE: 09/12/2024 1:05 PM



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (501 SW Des Moines Street - Steven & Melissa Bjurstrom)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement from Steven & Melissa Bjurstrom, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting permanent sidewalk easement from Steven & Melissa Bjurstrom, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

October 7, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

FISCAL IMPACT

The total compensation for the permanent sidewalk easement is \$2,015.00. The cost for the permanent sidewalk easement is part of the project costs for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

July 25, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on August 6, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 01 - Resolution for Purchase Agreement
2. Parcel 01 - Steven & Melissa Bjurstrom - Easement
3. Parcel 01 - Steven & Melissa Bjurstrom -Purchase Offer

RESOLUTION 2024-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT SIDEWALK EASEMENT
AT 501 SW DES MOINES STREET FOR THE
SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE RD TO
SW KENWORTHY DR PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement be granted by Steven Bjurstrom and Melissa Bjurstrom, a married couple, at 501 SW Des Moines Street to facilitate the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire permanent sidewalk easement necessary for the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement from Steven Bjurstrom and Melissa Bjurstrom, a married couple, at 501 SW Des Moines Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sidewalk Easement for the completion of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Steven Bjurstrom and Melissa Bjurstrom, a married couple (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.
3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4 day of NOV, 20 24.

Steven Bjurstrom
Steven Bjurstrom

Melissa Bjurstrom
Melissa Bjurstrom

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 4 day of November, A.D. 20 24,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Steven Bjurstrom and
Melissa Bjurstrom,

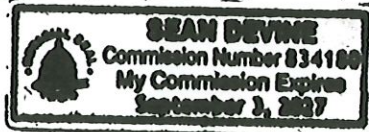
to me personally known
or ✓ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Sean Devine (Sign in Ink)

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

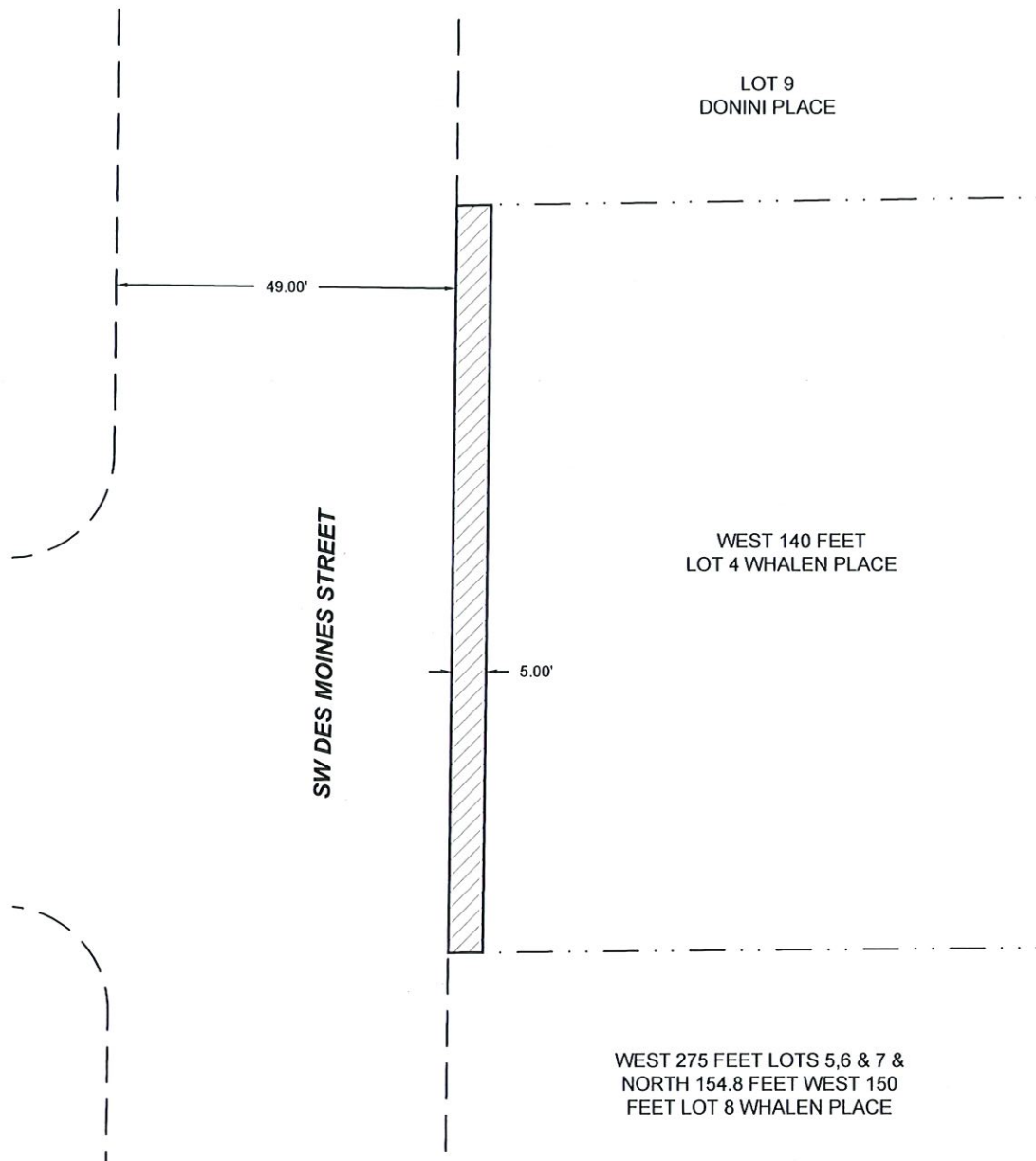
CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

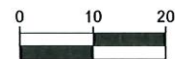
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Steven Bjurstrom and
Melissa Bjurstrom



NORTH

(IN FEET)
1 inch = 20 ft.**LEGAL DESCRIPTION:**

THE WEST 5.00 FEET OF THE WEST 140.00 FEET OF LOT 4, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 537 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C. HOFFMAN
DRAWN BY P. SHELQUIST
SURVEYOR P. SHELQUIST
CREW CHIEF W. RIORDAN
SKETCH NO.
EXH-06

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Steven Bjurstrom and Melissa Bjurstrom
501 SW Des Moines St.
Ankeny, IA 50023-2805

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$2,015.00, calculated as follows:

Fee Title:	0 SF x \$7.50 / SF =	\$ 0.00
Permanent Easement:	537 SF x \$7.50 / SF x 50% =	\$2,015.00
Temporary Easement:	0 SF x \$7.50 / SF x 8% x 1 year =	\$ 0.00
<u>Other Considerations:</u>	<u>Cost to Cure =</u>	<u>\$ 0.00</u>
Total Compensation:	(Rounded Up)	\$2,015.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of SW Des Moines Street Utility Improvements SW Ordinance Road to SW Kenworthy Drive.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 4 day of November, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 4 day of November, 2024.

By: Steven Bjurstrom
Steven Bjurstrom

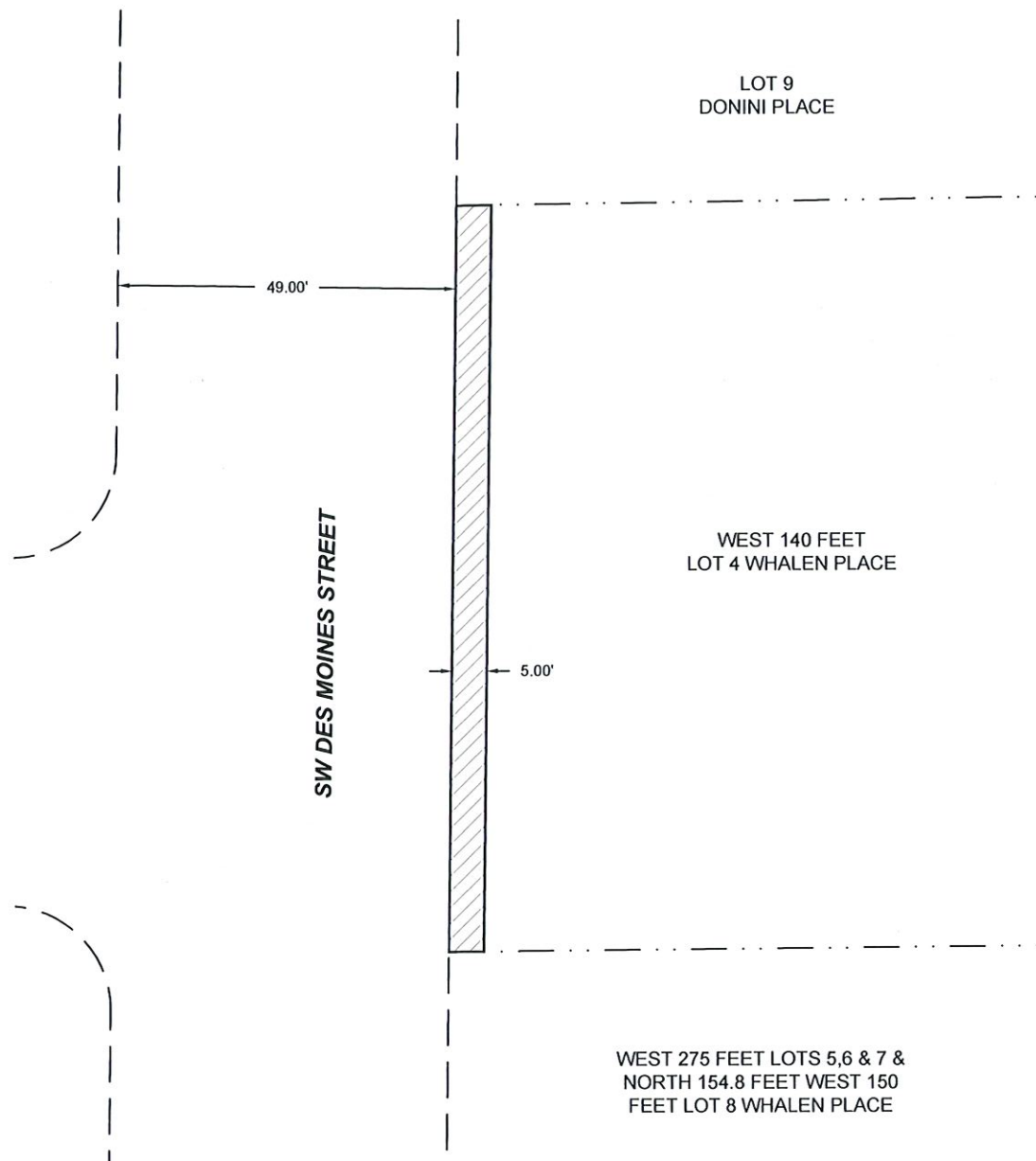
By: Melissa Bjurstrom
Melissa Bjurstrom

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mayor

Attest: _____
Michelle Yuska, City Clerk

DRAWING PATH: P:\2024\000157-000\04-Drawings\Survey\Easement Exhibit\Boundary Base 2024000157-000.dwg PLOT DATE: 08/12/2024 1:10 PM PLOTTED BY: PATRICK SHELQUIST

**LEGAL DESCRIPTION:**

THE WEST 5.00 FEET OF THE WEST 140.00 FEET OF LOT 4, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 537 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oradabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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**EXHIBIT
PERMANENT
EASEMENT**
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C. HOFFMAN
DRAWN BY P. SHELQUIST
SURVEYOR P. SHELQUIST
CREW CHIEF W. RIORDAN
SKETCH NO.
EXH-06



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025

5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (517 SW Des Moines Street - Holy Trinity Lutheran Church, a corporation)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

October 7, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

FISCAL IMPACT

The total compensation for the permanent sidewalk easement is \$7,720.00. The cost for the permanent sidewalk easement is part of the project costs for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

July 25, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on August 6, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 02 - Resolution for Purchase Agreement
2. Parcel 02 - Holy Trinity Lutheran Church - Easement
3. Parcel 02 - Holy Trinity Lutheran Church - Purchase Offer

RESOLUTION 2024-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT SIDEWALK EASEMENT
AT 517 SW DES MOINES STREET FOR THE
SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE RD TO
SW KENWORTHY DR PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement be granted by Holy Trinity Lutheran Church, a corporation, at 517 SW Des Moines Street to facilitate the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire permanent sidewalk easement necessary for the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, at 517 SW Des Moines Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sidewalk Easement for the completion of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Holy Trinity Lutheran Church of Ankeny, Iowa, (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.
3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4th day of December, 2024.

HOLY TRINITY LUTHERAN CHURCH OF ANKENY, IOWA

Timothy V. Olson
Signed

Timothy V. Olson Lead Pastor
Print Name and Title

Mark Murphy
Signed

Mark Murphy President Elect
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 4th day of December, A.D. 2024,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Timothy Olson, Lead Pastor
Mark Murphy, President Elect,
☒ to me personally known
or ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



Tammy Walls
(NOTARY SEAL)
Commission Number 780582
My Commission Expires
12/6/2025

Tammy Walls (Sign in Ink)
Tammy Walls (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
Timothy Olson, Lead Pastor
Mark Murphy, President Elect
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Holy Trinity Lutheran Church
of Ankeny, Iowa

ACCEPTANCE BY CITY



Tammy Walls
Commission Number 780582
My Commission Expires
12/6/2025

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

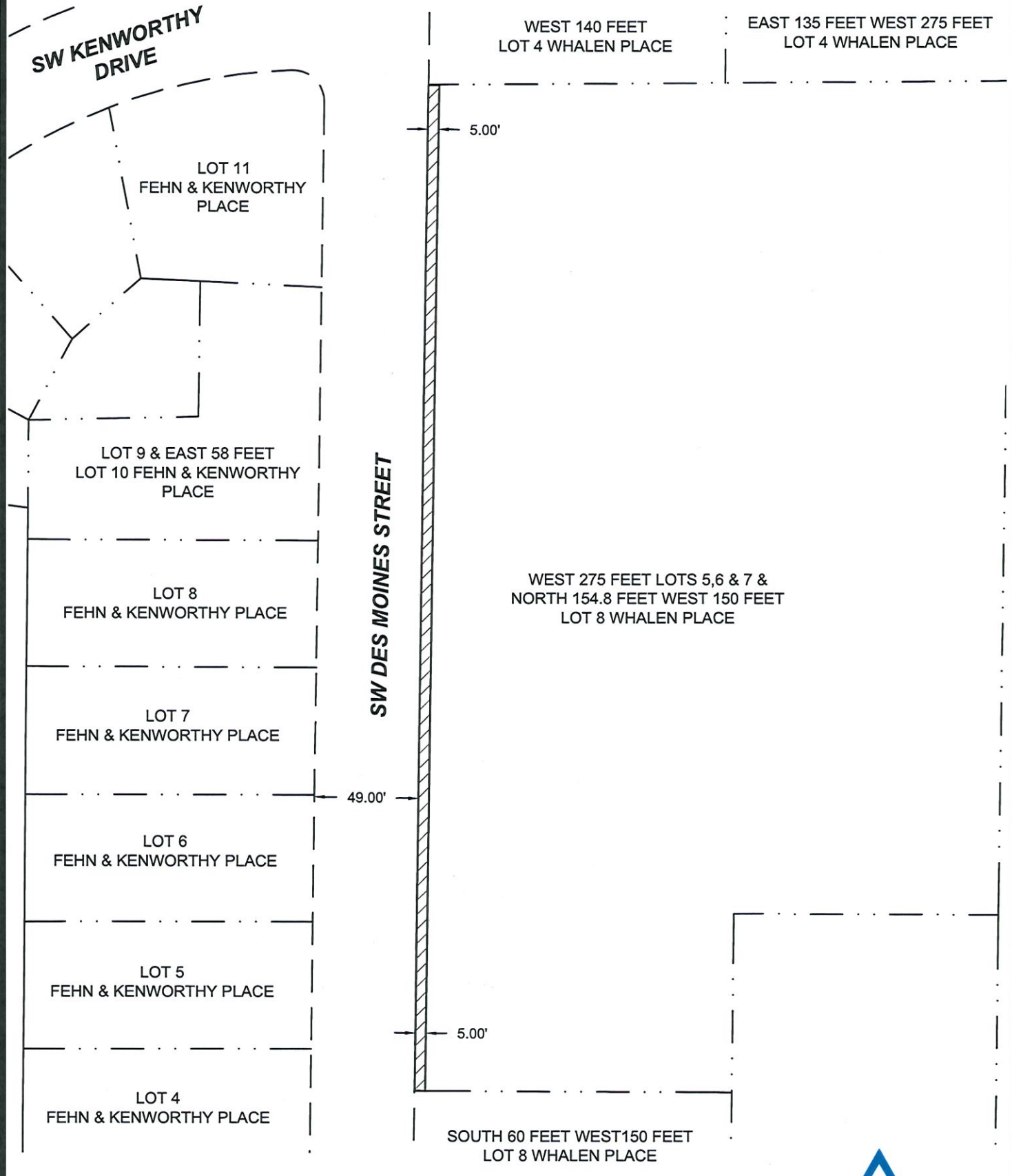
Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa

EXHIBIT

EXHIBIT '05'

DRAWING PATH: P:\2024000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOT DATE: 09/12/2024 1:07 PM PLOTTED BY: PATRICK SHELQUIST



LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF THE WEST 275.00 FEET OF LOT 5, LOT 6, & LOT 7 AND THE WEST 5.00 FEET OF THE NORTH 154.80 FEET OF THE WEST 150.00 FEET OF LOT 8, ALL IN WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 2,375 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



NORTH



(IN FEET)
1 inch = 60 ft.

LEGEND

---	PROPERTY LINE
---	SECTION LINE
---	ROW LINE
	EASEMENT AREA


McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
:
:
:

EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C.HOFFMAN
DRAWN BY P.SHELQUIST
SURVEYOR CREW CHIEF
P.SHELQUIST W.RIORDAN
SKETCH NO.
EXH-05

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Holy Trinity Lutheran Church of Ankeny, Iowa
 517 SW Des Moines St.
 Ankeny, IA 50023-2805

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$7,720.00, calculated as follows:

Fee Title:	0 SF x \$6.50 / SF =	\$ 0.00
Permanent Easement:	2,375 SF x \$6.50 / SF x 50% =	\$7,720.00
Temporary Easement:	0 SF x \$6.50 / SF x 8% x 1 year =	\$ 0.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$7,720.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of SW Des Moines Street Utility Improvements SW Ordinance Road to SW Kenworthy Drive.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 4 day of December, 20 24.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 4th day of December, 20 24.

Holy Trinity Lutheran Church of Ankeny, Iowa

By: Justin Velle

Title: Lead Pastor

By: Mark Murphy

Title: President-elect

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

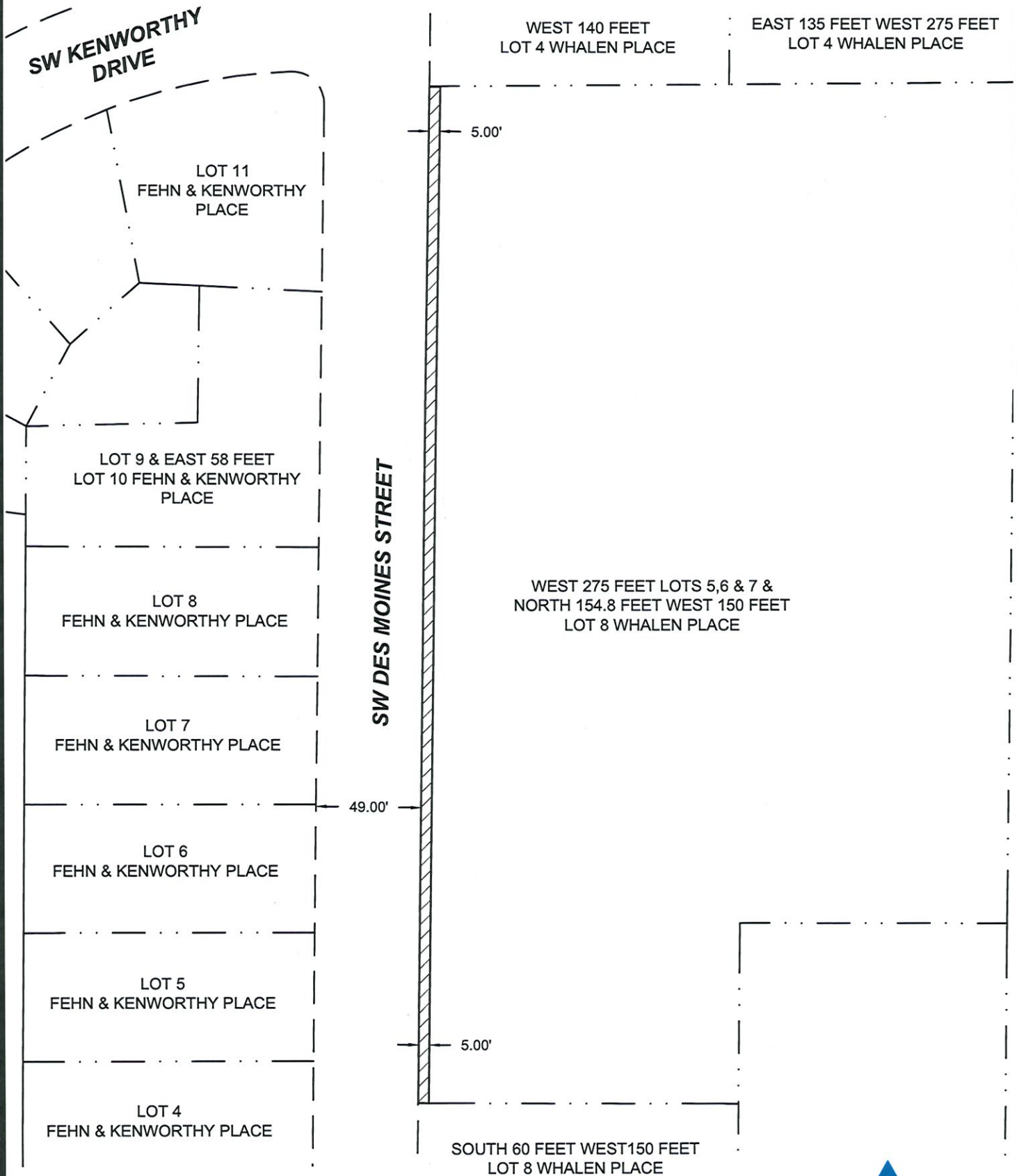
By: _____, Mayor

Attest: _____
Michelle Yuska, City Clerk

DRAWING PATH: P:\2024000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOT DATE: 09/12/2024 1:07 PM PLOTTED BY: PATRICK SHELQUIST

EXHIBIT

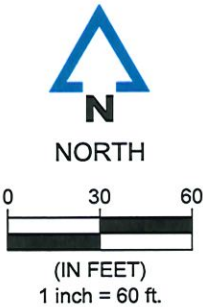
EXHIBIT '05'



LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF THE WEST 275.00 FEET OF LOT 5, LOT 6, & LOT 7 AND THE WEST 5.00 FEET OF THE NORTH 154.80 FEET OF THE WEST 150.00 FEET OF LOT 8, ALL IN WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 2,375 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C. HOFFMAN
DRAWN BY P. SHELQUIST
SURVEYOR
CREW CHIEF
P. SHELQUIST W. RIORDAN
SKETCH NO.
EXH-05



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025

5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (531 SW Des Moines Street - Holy Trinity Lutheran Church, a corporation)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

October 7, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

FISCAL IMPACT

The total compensation for the permanent sidewalk easement is \$1,125.00. The cost for the permanent sidewalk easement is part of the project costs for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

July 25, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on August 6, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 03 - Resolution for Purchase Agreement
2. Parcel 03 - Holy Trinity Lutheran Church - Easement
3. Parcel 03 - Holy Trinity Lutheran Church - Purchase Offer

RESOLUTION 2024-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT SIDEWALK EASEMENT
AT 531 SW DES MOINES STREET FOR THE
SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE RD TO
SW KENWORTHY DR PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement be granted by Holy Trinity Lutheran Church, a corporation, at 531 SW Des Moines Street to facilitate the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire permanent sidewalk easement necessary for the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement from Holy Trinity Lutheran Church, a corporation, at 531 SW Des Moines Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sidewalk Easement for the completion of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Holy Trinity Lutheran Church of Ankeny, Iowa, (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.
3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4th day of December, 2024.

HOLY TRINITY LUTHERAN CHURCH OF ANKENY, IOWA

Timothy Olson
Signed

Timothy Olson Lead Pastor
Print Name and Title

Mark Murphy
Signed

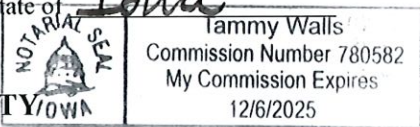
Mark Murphy President-elect
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF POLK } ss:

On this 4th day of December, A.D. 2024,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Timothy Olson, Lead Pastor
Mark Murphy, President Elect
X to me personally known
or _____ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Tammy Walls (Sign in Ink)
Tammy Walls (Print Name)

Notary Public in and for the State of Iowa


ACCEPTANCE BY CITY/OWN

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

||| CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Timothy Olson, Lead Pastor
Mark Murphy, President Elect
____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Holy Trinity Lutheran Church of
Ankeny, Iowa

SW DES MOINES STREET

WEST 275 FEET LOTS 5,6 & 7 &
NORTH 154.8 FEET WEST 150
FEET LOT 8 WHALEN PLACE

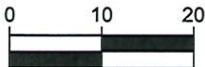
SOUTH 60 FEET WEST 150 FEET
LOT 8 WHALEN PLACE

NORTH 81.32 FEET WEST 159 FEET
LOT 9 WHALEN PLACE

SOUTH 60 FEET NORTH 141.32
FEET WEST 159 FEET
LOT 9, WHALEN PLACE



NORTH



(IN FEET)

1 inch = 20 ft.

LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF THE SOUTH 60.00 FEET OF THE WEST 150.00 FEET OF LOT 8, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 300 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C.HOFFMAN
DRAWN BY P.SHELQUIST
SURVEYOR CREW CHIEF
P.SHELQUIST W.RIORDAN
SKETCH NO.
EXH-04

DRAWING PATH: P:\2024\000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOT DATE: 09/12/2024 1:06 PM PLOTTED BY: PATRICK SHELQUIST

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Holy Trinity Lutheran Church of Ankeny, Iowa
 517 SW Des Moines St.
 Ankeny, IA 50023-2805

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$1,125.00, calculated as follows:

Fee Title:	0 SF x \$7.50 / SF =	\$ 0.00
Permanent Easement:	300 SF x \$7.50 / SF x 50% =	\$1,125.00
Temporary Easement:	0 SF x \$7.50 / SF x 8% x 1 year =	\$ 0.00
<u>Other Considerations:</u>	<u>Cost to Cure =</u>	<u>\$ 0.00</u>
Total Compensation:	(Rounded Up)	\$1,125.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of SW Des Moines Street Utility Improvements SW Ordinance Road to SW Kenworthy Drive.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 4 day of December, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 4th day of December, 2024.

HOLY TRINITY LUTHERAN CHURCH OF ANKENY, IOWA

By: Timothy Villh

Title: Lead Pastor

By: Mark Mautz

Title: President-elect

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mayor

Attest: _____
Michelle Yuska, City Clerk

SW DES MOINES STREET

WEST 275 FEET LOTS 5,6 & 7 &
NORTH 154.8 FEET WEST 150
FEET LOT 8 WHALEN PLACE

SOUTH 60 FEET WEST 150 FEET
LOT 8 WHALEN PLACE

NORTH 81.32 FEET WEST 159 FEET
LOT 9 WHALEN PLACE

SOUTH 60 FEET NORTH 141.32
FEET WEST 159 FEET
LOT 9, WHALEN PLACE



LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF THE SOUTH 60.00 FEET OF THE WEST 150.00 FEET OF LOT 8, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 300 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C.HOFFMAN
DRAWN BY P.SHELQUIST
SURVEYOR CREW CHIEF
P.SHELQUIST W.RIORDAN
SKETCH NO.
EXH-04

DRAWING PATH: P:\2024\000157-000\04 Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOT DATE: 09/12/2024 1:08 PM PLOTTED BY: PATRICK SHELQUIST



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025

5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (605 SW Des Moines Street - Alexander H. Wade)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement from Alexander H. Wade, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting permanent sidewalk easement from Alexander H. Wade, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

October 7, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

FISCAL IMPACT

The total compensation for the permanent sidewalk easement is \$1,125.00. The cost for the permanent sidewalk easement is part of the project costs for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

July 25, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on August 6, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 05 - Resolution for Purchase Agreement
2. Parcel 05 - Alexander Wade - Easement
3. Parcel 05 - Alexander Wade - Purchase Offer

RESOLUTION 2024-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT SIDEWALK EASEMENT
AT 605 SW DES MOINES STREET FOR THE
SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE RD TO
SW KENWORTHY DR PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement be granted by Alexander H. Wade at 605 SW Des Moines Street to facilitate the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire permanent sidewalk easement necessary for the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement from Alexander H. Wade, at 605 SW Des Moines Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sidewalk Easement for the completion of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Alexander H. Wade and Christy Wade, his wife (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.
3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 7 day of November, 2024.

Alexander H. Wade
Alexander H. Wade

Christy Wade
Christy Wade

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 7 day of November, A.D. 2024,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Alexander H Wade and
Christy Wade

to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



Notary Public in and for the State of Iowa

Sean Devine (Sign in Ink)
Sean Devine (Print Name)

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Alexander H. Wade
Christy Wade

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa

NORTH 81.32 FEET WEST 159 FEET
LOT 9 WHALEN PLACE

SOUTH 60 FEET NORTH 141.32
FEET WEST 159 FEET
LOT 9, WHALEN PLACE

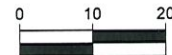
SW DES MOINES STREET

LOT 10
WHALEN PLACE

LOT 1
CARMEN PLACE



NORTH



(IN FEET)
1 inch = 20 ft.

LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTH 141.32 FEET OF THE WEST 159.00 FEET OF LOT 9, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 300 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

---	PROPERTY LINE
---	SECTION LINE
---	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C. HOFFMAN P. SHELQUIST
SURVEYOR CREW CHIEF
P. SHELQUIST W. RIORDAN

SKETCH NO.
EXH-02

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Alexander H. Wade
 Christy Wade
 605 SW Des Moines St.
 Ankeny, IA 50023-2807

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$1,125.00, calculated as follows:

Fee Title:	0 SF x \$7.50 / SF =	\$ 0.00
Permanent Easement:	300 SF x \$7.50 / SF x 50% =	\$1,125.00
Temporary Easement:	0 SF x \$7.50 / SF x 8% x 1 year =	\$ 0.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$1,125.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of SW Des Moines Street Utility Improvements SW Ordinance Road to SW Kenworthy Drive.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 7 day of November, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 7 day of November, 2024.

By: Alexander H. Wade
Alexander H. Wade

By: Alex Wade

Christy Wade

Christy Wade

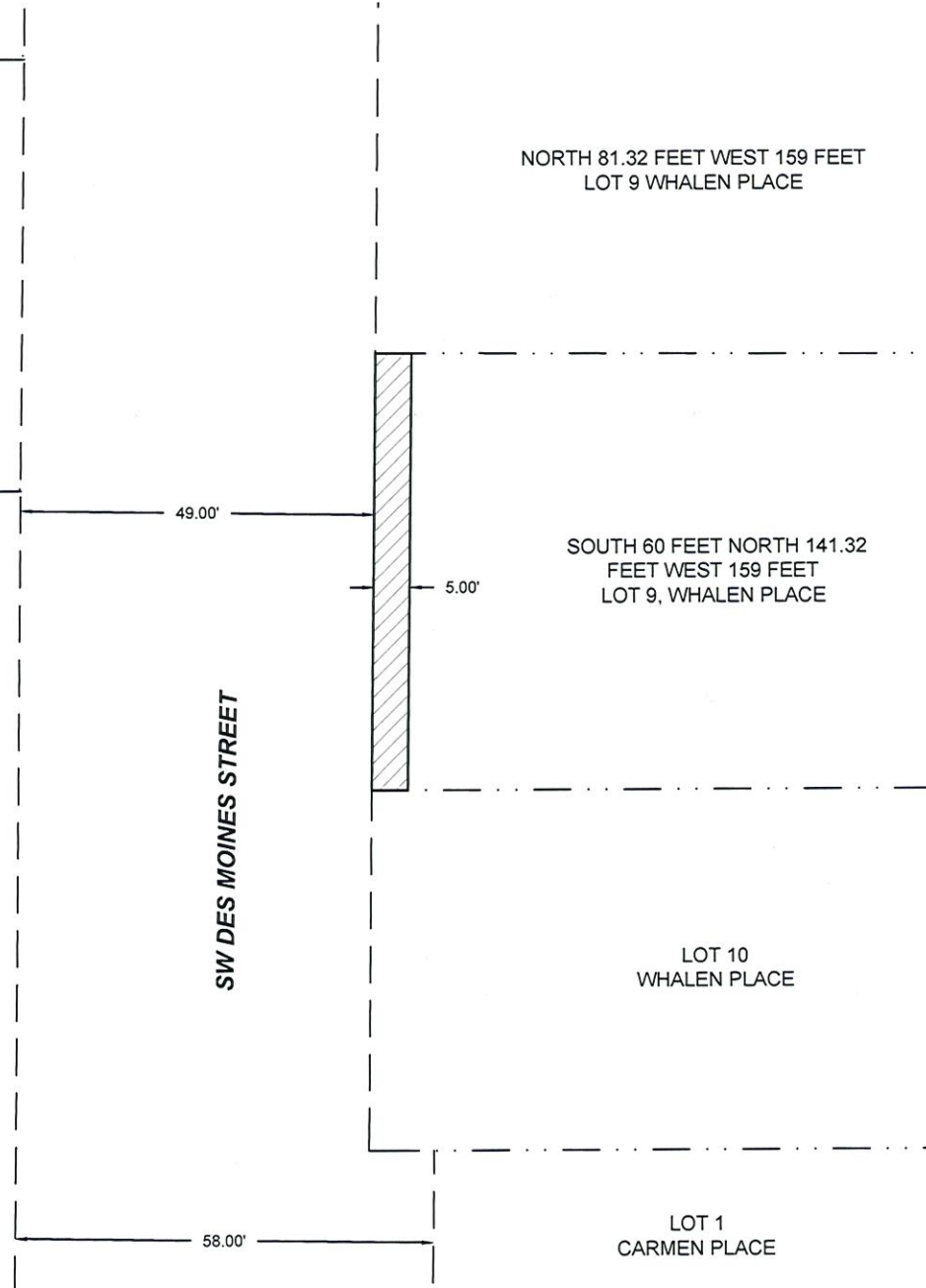
Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

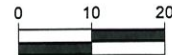
By: _____
Mayor

Attest: _____
Michelle Yuska, City Clerk

DRAWING PATH: P:\2024000157-00004-Drawings\Survey\Easement\Exhibits\Boundary Base 2024000157-000.dwg PLOT DATE: 09/12/2024 1:04 PM PLOTTED BY: PATRICK SHELQUIST



NORTH

(IN FEET)
1 inch = 20 ft.**LEGAL DESCRIPTION:**

THE WEST 5.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTH 141.32 FEET OF THE WEST 159.00 FEET OF LOT 9, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 300 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralsbor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

•
•
•

EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C. HOFFMAN
DRAWN BY P. SHELQUIST
SURVEYOR P. SHELQUIST
CREW CHIEF W. RIORDAN

SKETCH NO.
EXH-02



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa. (609 SW Des Moines Street - Jesus Manuel Fierro Chavarria & Blanca Leyva)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement from Jesus Manuel Fierro Chavarria & Blanca Leyva, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting permanent sidewalk easement from Jesus Manuel Fierro Chavarria & Blanca Leyva, to facilitate the construction of the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

October 7, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project.

FISCAL IMPACT

The total compensation for the permanent sidewalk easement is \$940.00. The cost for the permanent sidewalk easement is part of the project costs for the SW Des Moines Street Utility Improvements - SW Ordinance Rd to SW Kenworthy Dr project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

July 25, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on August 6, 2024.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 06 - Resolution for Purchase Agreement
2. Parcel 06 - Chavarria and Leyva - Easement
3. Parcel 06 - Chavarria and Leyva - Purchase Offer

RESOLUTION 2024-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT SIDEWALK EASEMENT
AT 609 SW DES MOINES STREET FOR THE
SW DES MOINES STREET UTILITY IMPROVEMENTS – SW ORDNANCE RD TO
SW KENWORTHY DR PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement be granted by Jesus Manuel Fierro Chavarria, unmarried, and Blanca Leyva, unmarried, at 609 SW Des Moines Street to facilitate the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire permanent sidewalk easement necessary for the construction of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sidewalk easement from Jesus Manuel Fierro Chavarria, unmarried, and Blanca Leyva, unmarried, at 609 SW Des Moines Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sidewalk Easement for the completion of the SW Des Moines Street Utility Improvements – SW Ordinance Rd to SW Kenworthy Dr project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 21th day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Jesus Manuel Fierro Chavarria, an unmarried person and Blanca Leyva, an unmarried person (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SIDEWALK AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.
3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.
5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. 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. To the extent allowed by law, the City shall indemnify, defend, and hold Grantor and its officers, directors, 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 the City or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 11/13, 2024 day of

Jesus Fierro
Jesus Manuel Fierro Chavarria

Blanca Leyva
Blanca Leyva

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 13 day of November, A.D. 2024,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Jesus Manuel Fierro Chavarria
and Blanca Leyva

to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Sean Devine (Sign in Ink)

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s)
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Jesus Manuel Fierro Chavarria and
Blanca Leyva

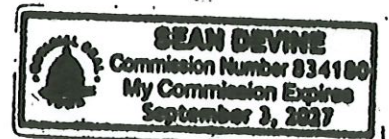
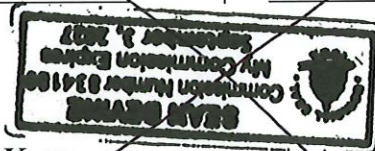
ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa



EXHIBIT

EXHIBIT '01'

NORTH 81.32 FEET WEST 159 FEET
LOT 9 WHALEN PLACE

SOUTH 60 FEET NORTH 141.32
FEET WEST 159 FEET
LOT 9, WHALEN PLACE

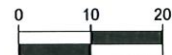
SW DES MOINES STREET

LOT 10
WHALEN PLACE

LOT 1
CARMEN PLACE



NORTH



(IN FEET)
1 inch = 20 ft.

LEGAL DESCRIPTION:

THE WEST 5.00 FEET OF LOT 10, WHALEN PLACE, AN OFFICIAL PLAT, INCLUDED IN
AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINS 250 SQUARE FEET AND IS SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Ora'abor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

EXHIBIT
PERMANENT
EASEMENT
ANKENY, IOWA
POLK COUNTY
2024000157-000
08/13/2024

ENGINEER C. HOFFMAN
DRAWN BY P. SHELQUIST
SURVEYOR CREW CHIEF
P. SHELQUIST W. RIORDAN

SKETCH NO.
EXH-01

DRAWING PATH: P:\2024000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base_2024000157-000.dwg PLOT DATE: 08/12/2024 1:04 PM PLOTTED BY: PATRICK SHELQUIST

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Jesus Manuel Fierro Chavarria
 Blanca Leyva
 609 SW Des Moines St.
 Ankeny, IA 50023-2807

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$940.00, calculated as follows:

Fee Title:	0 SF x \$7.50 / SF =	\$ 0.00
Permanent Easement:	250 SF x \$7.50 x 50% / SF =	\$940.00
Temporary Easement:	0 SF x \$7.50 / SF x 8% x 1 year =	\$ 0.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$940.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of SW Des Moines Street Utility Improvements SW Ordinance Road to SW Kenworthy Drive.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 13 day of NOV, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 13 day of November, 2024.

By: Jesus Fierro
Jesus Manuel Fierro Chavarria

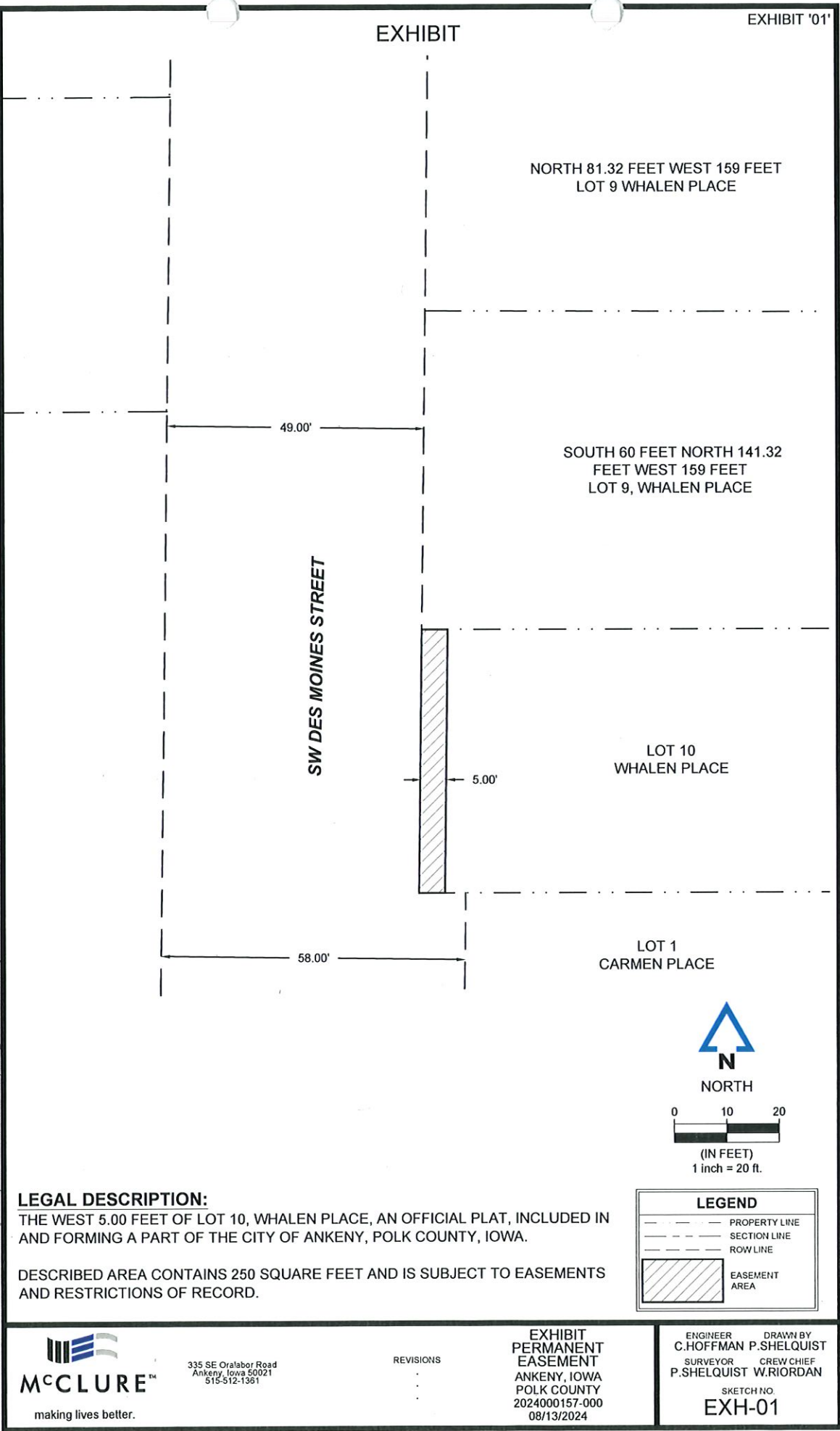
By: Blanca Leyva
Blanca Leyva

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
_____, Mayor

Attest: _____
Michelle Yuska, City Clerk

DRAWING PATH: P:\2024\000157-000\04-Drawings\Survey\Easement Exhibits\Boundary Base 2024000157-000.dwg PLOT DATE: 09/12/2024 1:04 PM PLOTTED BY: PATRICK SHELQUIST





ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in The Village at The Grove Plat 1.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Certificate of completion
3. Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN VILLAGE AT THE GROVE PLAT 1, THE FOR UTILITIES

WHEREAS, on the 18th day of March, 2024, the City of Ankeny, Iowa entered into a three-party contract with Dan Petersen Construction, LLC, the Contractor, and Greenland Homes Inc, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2024-100; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 21st, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 21st day of January, 2025.

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

The Village At The Grove
Ankeny, Iowa

January 21, 2025

This is to certify that the construction improvements at the Village At The Grove Plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend the acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'EDC', with a long horizontal flourish extending to the right.

Eric D. Cannon, P.E.

18964
Iowa Reg. No.

SNYDER & ASSOCIATES



December 30, 2024

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: The Village at the Grove Plat 1
S&A PROJECT NO.: 122.0603.01

Submitted herein for your information are the following documents supporting the completion of The Village at the Grove Plat 1

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER

Low pressure air test
Video inspection
Manhole vacuum test
Mandrel

WATER MAIN

Pressure test

Sincerely,

A handwritten signature in blue ink, appearing to be 'EDC', with a long horizontal line extending to the right.

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

North Four Mile Creek Trunk Sewer - Phase 2: Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$3,602.25; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Rognes Corporation in the amount of \$2,151,917.25; and d) Final Payment #5 in the amount of \$92,573.80; Retainage Payment in the amount of \$107,595.86.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

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 Rognes Corporation for the North Four Mile Creek Trunk Sewer - Phase 2 project.

The North Four Mile Creek Trunk Sewer - Phase 2 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 increasing the contract amount by \$3,602.25.
- 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 \$2,151,917.25.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the North Four Mile Creek Trunk Sewer - Phase 2 project and establishes the final contract amount to be \$2,151,917.25.
- 4) Final Payment: Rognes Corporation = \$92,573.80
Retainage Payment: Rognes Corporation = \$107,595.86

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.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #2 increasing the contract amount by \$3,602.25.
2. Accept the Certificate of Completion from the project engineer for the North Four Mile Creek Trunk Sewer - Phase 2 project.
3. Adopt the Resolution accepting the North Four Mile Creek Trunk Sewer - Phase 2 project with Rognes Corporation in the final contract amount of \$2,151,917.25; and
4. Authorize final payment to Rognes Corporation in the amount of \$92,573.80 and release of retainage payment in the amount of \$107,595.86 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

December 4, 2023: The council approved a motion to adopt a Resolution accepting the proposal from Rognes Corporation in the amount of \$2,076,232.00 for the construction of the North Four Mile Creek Trunk Sewer - Phase 2 project.

FISCAL IMPACT

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Rognes - CO#2 Final
2. Certificate of Completion - North Four Mile Creek Phase 2
3. Rognes - Pymt #5 Final
4. Resolution

CERTIFICATE OF COMPLETION

North Four Mile Creek Trunk Sewer Phase 2

Ankeny, Iowa

January 21st, 2025

This is to certify that the construction improvements on the North Four Mile Creek Trunk Sewer project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is \$2,151,917.25. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Blair Spotts".

*Blair Spotts, P.E.
Project Civil Engineer
Foth Infrastructure and Environment
Iowa License Number 26397*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Truck Sewer Phase 2
Contractor: Rognes Corporation
Address: 1609 N Ankeny Blvd, Ankeny, IA 50023
Finance Budget Code: 660.3660.4452 Finance Project #: 660.4452
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: November 30, 2023 Vendor Account #: 1768

Date of Council Meeting: JAN 21, 2025 Payment Application #: 5 (FINAL)
Payment Period: From: October 31, 2024 Through: November 30, 2024

Contract Summary:

Original Contract Amount:	\$	2,076,232.00	
Net Change by Change Orders:	\$	75,685.25	
Contract Amount to Date: (line 1 ± 2)	\$	2,151,917.25	
Total Completed and Stored to Date:	\$	2,151,917.25	
Retainage: <u>5</u> % of Completed Work:	\$	107,595.86	
Total Earned Less Retainage:	\$	2,044,321.39	
Less Previous Applications for Payment:	\$	1,951,747.59	
SUBTOTAL:	\$	92,573.80	

STORED MATERIALS: \$ -

CURRENT PAYMENT DUE: \$ 92,573.80

Balance to Finish, Including Retainage: \$ 107,595.86

Contract Time Remaining: 3.0 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: Rognes Corporation

Susan Evers Firm Name
Signature Date 01-08-25

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Beie Mott Firm Name
Signature Date 01-09-2025

City of Ankeny Staff Approval:

Donald Clark
Signature Date 1-9-25

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@anknyniowa.gov Phone Number: 515-963-3529

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 PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.1	EARTHWORK	ACRE	1.00	(1.00)	0.00	\$1.00	-	0.00	\$ -	0.00	0.00	\$ -	0.00	100.00%
4.1	CLEARING AND GRUBBING	ACRE	1.00	(1.00)	0.00	\$1.00	-	0.00	\$ -	0.00	0.00	\$ -	0.00	100.00%
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN	LF	88.00	(88.00)	0.00	\$ 275.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
CO 4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 24 IN	LF	88.00	(88.00)	0.00	\$ 395.00	\$ 34,760.00	0.00	\$ -	88.00	88.00	\$ 34,760.00	0.00	100.00%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN	LF	113.00	(113.00)	0.00	\$ 425.00	\$ 48,025.00	0.00	\$ -	113.00	113.00	\$ 48,025.00	0.00	100.00%
4.3	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 18 IN	LF	612.00	(612.00)	0.00	\$ 989.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
CO 4.3	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 24 IN	LF	612.00	(612.00)	0.00	\$ 1,075.00	\$ 657,900.00	0.00	\$ -	612.00	612.00	\$ 657,900.00	0.00	100.00%
4.4	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 30 IN	LF	1,130.00	(1,130.00)	0.00	\$ 1,125.00	\$ 1,271,250.00	0.00	\$ -	1,130.00	1,130.00	\$ 1,271,250.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
south of	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EA	3.00	(1.00)	2.00	\$ 5,500.00	\$ 11,000.00	2.00	\$ 11,000.00	0.00	2.00	\$ 11,000.00	0.00	100.00%
CO 6.1	MANHOLE, SANITARY SEWER, SW-301, 48 IN. REBUILD BASE & 24" ALOKS	EA	2.00	2.00	2.00	\$ 2,712.00	\$ 5,424.00	1.30	\$ 3,525.60	0.70	2.00	\$ 5,424.00	0.00	100.00%
6.2	MANHOLE, SANITARY SEWER, SW-301, 60 IN	EA	2.00	1.00	3.00	\$ 25,000.00	\$ 75,000.00	2.30	\$ 57,500.00	0.70	3.00	\$ 75,000.00	0.00	100.00%
CO 6.2	MANHOLE, SANITARY SEWER, SW-301, 60 IN. REBUILD BASE & 24" ALOKS			1.00	1.00	\$ 2,855.00	\$ 2,855.00	0.50	\$ 1,427.50	0.50	1.00	\$ 2,855.00	0.00	100.00%
	TRAFFIC CONTROL													
8.1	TRAFFIC CONTROL	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00	0.50	\$ 8,750.00	0.50	1.00	\$ 17,500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT SEASON MIXTURE)	ACRE	3.60	(0.30)	3.30	\$1,050.00	\$3,465.00	3.30	\$3,465.00	0.00	3.30	\$3,465.00	0.00	100.00%
9.2	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.60	(3.60)	0.00	\$ 250.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	100.00%
9.3	MULCHING, BONDED FIBER MATRIX	ACRE	7.20	(3.90)	3.30	\$ 3,100.00	\$ 10,230.00	3.30	\$ 10,230.00	0.00	3.30	\$ 10,230.00	0.00	100.00%
9.4	SILT FENCE, INSTALLATION	LF	2,300.00	(1,713.00)	587.00	\$ 1.75	\$ 1,027.25	324.00	\$ 567.00	263.00	587.00	\$ 1,027.25	0.00	100.00%
9.5	SILT FENCE, REMOVAL OF DEVICE	LF	2,300.00	(2,300.00)	0.00	\$ 0.25	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
	MISCELLANEOUS													
11.1	MOBILIZATION	LS	1.00		1.00	\$ 12,500.00	\$ 12,500.00	0.00	\$ -	1.00	1.00	\$ 12,500.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.1	TURF REINFORCEMENT MATTING	SY		90.00	90.00	\$ 10.90	\$ 981.00	90.00	\$ 981.00		90.00	\$ 981.00	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK										CONTRACT = \$ 2,151,917.25		COMPLETED = \$ 2,151,917.25		
										PAY PERIOD = \$ 97,446.10		100.00%		

MATERIALS STORED SUMMARY

Description	Unit	Total Units	Unit Price	Ext. Cost
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 30 IN	LF	0	\$ 294.50	\$ -
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 24 IN	LF	0	\$ 267.27	\$ -
SANITARY SEWER GRAVITY MAIN, TRENCHED, 30 IN	LF	0	\$ 131.65	\$ -
SANITARY SEWER GRAVITY MAIN, TRENCHED, 24 IN	LF	0	\$ 139.04	\$ -
CLOSURE-SS-30	PC	0	\$ 1,215.00	\$ -
C-FWCE-30-50	PC	0	\$ 440.00	\$ -
SUBTOTAL				\$ -

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 21, 2024	\$ 176,400.81
2	May 31, 2024	\$ 290,820.43
3	June 30, 2024	\$ 267,401.25
4	September 30, 2024	\$ 1,217,125.10
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,951,747.59

Record of Change Orders:

No.	Date	Amount
1	April 15, 2024	\$ 72,083.00
2	January 6, 2025	\$ 3,602.25
3		
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CHANGE ORDER TOTAL = \$ 75,685.25

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	March 27, 2024

Substantial Completion:

Contract Working Days:	110.0
Added by Change Order:	25.0
Total Working Days:	135.0
Working Days Used to Date:	132.0
Working Days Remaining:	3.0

Full Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

WHEREAS, on the 4th day of December, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Rognes Corporation of Ankeny, Iowa, for the construction of certain public improvements generally described as the North Four Mile Creek Trunk Sewer - Phase 2; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on January 21, 2025:

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 \$2,151,917.25, as shown in the report of the Engineer.

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** ordering construction on the SW Walnut Street and SW Ordinance Road Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/11/25 @ 10:30 A.M. / date of hrg: 2/17/25 @ 5:30 P.M.)

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution regarding the SW Walnut Street and SW Ordinance Road Water Main project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

The SW Walnut Street and SW Ordinance Road Water Main project includes the installation of approximately 3,550 LF of 8" water main along the west side of SW Walnut Street from SW 3rd Street to the north side of SW Ordinance Road, and along SW Ordinance Road from SW Cherry Street to an existing water main adjacent to the Police Station. The water main along SW Walnut Street shall be bored installed while the water main along SW Ordinance Road shall be a combination of bored and open cut installation. Project also includes the addition of on-street diagonal parking on the west side of SW Walnut Street from approximately 125 feet south of SW 3rd to approximately 70 feet south of the High Trestle Trail.

The construction improvements include approximately 3,120 LF of trenchless 8" water main, 430 LF of trenched 8" water main, approximately 1,330 SY of 7" thick PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, driveways, sidewalks, pavement markings, temporary surface restoration, temporary traffic control, permanent surface restoration, 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 March 24, 2025, and no later than June 2,

2025. The contractor will have 130 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 21, 2025
2. Post Notice to Bidders and Notice of Public Hearing: January 23, 2025
3. Publish Notice to Bidders and Notice of Public of Hearing: January 31, 2025
4. Bid Opening (10:30 A.M., Public Services Building): February 11, 2025
5. Public Hearing and Contract Award: February 17, 2025

(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, review bids, award contract, and approve contract and bonds.)

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 11, 2025 and setting the public hearing date as February 17, 2025 for the SW Walnut Street and SW Ordinance Road Water Main project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on January 23, 2025 and to be published in the Des Moines Register on January 31, 2025.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the City's current Capital Improvement Program with construction scheduled for 2025.

PUBLIC OUTREACH EFFORTS

A project information meeting for adjacent property owners and residents was held on August 15, 2024. During construction, property owners and residents will be updated by staff completing the construction observation for this project.

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Ordering construction - SW Walnut Street and SW Ordinance Road Water Main - Ankeny
2. SW Walnut Street Water Main Notice to Bidders and Notice of Public Hearing
3. SW Walnut and Ordinance LocationMap

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SW Walnut Street and SW Ordinance Road Water Main; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SW Walnut Street and SW Ordinance Road Water Main, in the manner set forth in the plans and specifications and form of contract, above referred

to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The SW Walnut Street and SW Ordnance Road Water Main shall include the installation of approximately 3,550 LF of 8" water main along the west side of SW Walnut Street from SW 3rd Street to the north side of SW Ordnance Road, and along SW Ordnance Road from SW Cherry Street to an existing main adjacent to the police station. The water main along SW Walnut Street shall be bored installation while the water main along SW Ordnance Road shall be a combination of bored and open cut installation. Project also includes the addition of on-street diagonal parking on the west side of SW Walnut from approximately 125' south of SW 3rd Street to approximately 70' south of the High Trestle Trail.

The construction improvements include approximately 3,120 LF of trenchless 8" water main, 430 LF of trenched 8" water main, approximately 1,330 SY of 7" thick PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, driveways, sidewalks, 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 February 11, 2025, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 17, 2025, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 17, 2025.

PASSED AND APPROVED this 21st day of January, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

SW Walnut Street and SW Ordinance Road Water Main CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **SW Walnut Street and SW Ordinance Road Water Main** project at its meeting at **5:30 P.M. on the 17th day of February, 2025**, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
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 **11th day of February, 2025**, 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 11th day of February, 2025**, 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 17th day of February, 2025**, 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 later than April 14, 2025**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2025.

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 MSA Professional Services, Inc., 1555 SE Delaware Ave., Suite F, Ankeny, Iowa, 50021. 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 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN

The SW Walnut Street and SW Ordinance Road Water Main shall include the installation of approximately 3,550 LF of 8" water main along the west side of SW Walnut Street from SW 3rd Street to the north side of SW Ordinance Road, and along SW Ordinance Road from SW Cherry Street to an existing main adjacent to the police station. The water main along SW Walnut Street shall be bored installation while the water main along SW Ordinance Road shall be a combination of bored and open cut installation. Project also includes the addition of on-street diagonal parking on the west side of SW Walnut from approximately 125' south of SW 3rd Street to approximately 70' south of the High Trestle Trail.

The construction improvements include approximately 3,120 LF of trenchless 8" water main, 430 LF of trenched 8" water main, approximately 1,330 SY of 7" thick PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, driveways, sidewalks, 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.

Funding Source Requirements

Each Bidder shall fully comply with the requirements, terms and conditions, to make good faith efforts to ensure that certified Disadvantaged Business Enterprise (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds (including SRF loans). DBEs must be certified through the Iowa Department of Transportation (DOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at

<https://iowadot.gov/civilrights/disadvantaged-business-enterprise-program-dbe/dbe-program>

The Contractor shall conform to all requirements of the Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates) and Wage Decision No. IA 20250081 dated January 3, 2025, attached to the Supplementary Conditions in the Specifications.

Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System web site at <http://www.sam.gov/> will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 2 CFR Part 180.

A Contractor's Debarment and Suspension/Certification is contained in the Specifications; however, this Certification should not preclude any interested party from ascertaining whether the certifying person is actually on the U.S. General Services Administration Excluded Parties List System.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released 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 **one hundred thirty (130) 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 driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** 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 **21st day of January, 2025.**

Bobbi Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **23rd day of January, 2025.**

Published in the Des Moines Register the **31th day of January, 2025**



SW Walnut and Ordinance Watermain Improvements



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting dates of a consultation and public hearing on a proposed amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 2/17/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT

Economic Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Resolution

LEGAL

Legal has reviewed and approved these proceedings.

EXECUTIVE SUMMARY

Proposed Amendment No. 4 to the 1991 Amended and Restated City of Ankeny Urban Renewal Plan, which was last amended in 2023, includes the following updates:

- The addition of new streetlight fixtures in the Uptown commercial district.
- The addition of a master plan for the Uptown commercial district.

The amendment adds no new land to the urban renewal area and has no effect on the duration of the plan or the area.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

This Urban Renewal Area was created in 1991 and the plan was amended in 2018, 2019, 2021 and 2023 to include projects.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

A public hearing will be held and a consultation meeting will be held with all taxing entities who choose to attend a meeting on this matter.

ACTION REQUESTED

ATTACHMENTS

1. Amend No. 4 to A&R 1991 URP - Notice of Consultation
2. Amend No. 4 to A&R 1991 URP - Notice of Public Hearing
3. Final Resolution - Setting Date for Amend No. 4 to A&R 1991 URP

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 4 TO THE AMENDED AND RESTATED
1991 CITY OF ANKENY URBAN RENEWAL PLAN FOR THE
CITY OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 4 TO THE AMENDED AND
RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN FOR
AN URBAN RENEWAL AREA IN THE CITY OF ANKENY, STATE
OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on February 17, 2025 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

The 1991 City of Ankeny Urban Renewal Area contains the land legally described as follows:

ORIGINAL AREA

ALL THAT PART OF ANKENY, IOWA LOCATED WITHIN THE FOLLOWING
BOUNDARY:

BEGINNING AT A POINT ON THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 BEING THE NORTHEAST CORNER OF LOT 8 LAKESHORE ESTATES; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN SOUTH TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE WEST R.O.W. LINE OF U.S. INTERSTATE 35; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE SOUTHEAST CORNER OF LOT 2, MAPLEWOOD VILLAGE PLAT 4; THEN WEST ALONG THE SOUTH LINE OF SAID LOT 2 TO THE EAST LINE OF LOT 1, MAPLEWOOD VILLAGE PLAT 3; THEN SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THEN WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 1, MAPLEWOOD VILLAGE PLAT 2 TO THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN NORTH ALONG THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE TO THE SOUTHEAST CORNER OF ART-LUND PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE SOUTHWEST CORNER OF ART-LUND PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF S.E. 4TH STREET; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 9, TRIPLETT VILLAGE NO. 10; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST LOWELL DRIVE TO THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 2; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 2, AND CONTINUING ALONG THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 1 TO THE NORTHWEST CORNER OF TRIPLETT VILLAGE NO. 11; THEN NORTH ALONG THE EAST LINE OF TRIPLETT VILLAGE NO. 5 TO THE NORTHEAST CORNER OF SAID PLAT; THEN WEST ALONG THE NORTH LINE OF SAID PLAT TO THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE SOUTH R.O.W. LINE OF IOWA

HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE TO THE SOUTHWEST CORNER OF LOT 6, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE SOUTH LINE OF NAPA MANOR TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTH GRANT STREET TO THE NORTHEAST CORNER OF LOT 22, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THEN SOUTHERLY ALONG THE WEST LINE OF RICHARD'S MANOR PLAT 1 TO THE SOUTH LINE OF SAID PLAT 1; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN SOUTH TO THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET; THEN WEST ALONG THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET TO THE SOUTHWEST CORNER OF LOT 12, TRIPLETT VILLAGE; THEN SOUTH ALONG THE WEST LINE OF LOTS 18 THROUGH 23, TRIPLETT VILLAGE AND CONTINUING SOUTH ALONG THE WEST LINE OF CHURCH PLAT NO. 2 AND CHURCH PLAT NO.3 TO THE NORTH R.O.W. LINE OF SOUTHEAST PETERSON DRIVE; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF PARKVIEW DRIVE TO THE NORTH R.O.W. LINE OF SOUTHEAST 8TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE WEST LINE OF LOT 46, PETERS BELMOUNT PARK PLAT 1 AND CONTINUING SOUTH ALONG THE WEST LINE OF PETERS BELMOUNT PARK PLAT 2 TO THE NORTH LINE OF SPAHR MANOR PLAT 5; THEN WEST ALONG THE NORTH LINE OF SAID PLAT 5 TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (SOUTH ANKENY BOULEVARD); THEN NORTH ALONG SAID EAST R.O.W. LINE TO THE NORTH LINE OF PETERS BELMOUNT PARK PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SOUTHLAWN PLACE REPLAT TO THE WEST R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THEN NORTHWESTERLY ALONG THE WEST R.O.W. LINE OF SAID RAILROAD TO THE EAST R.O.W. LINE OF SOUTHWEST WALNUT STREET; THEN NORTH TO THE NORTH LINE OF THOMAS ADDITION; THEN WEST ALONG THE NORTH LINE OF THOMAS ADDITION TO THE WEST R.O.W. LINE OF MAIN STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF SOUTHWEST 4TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE; THEN NORTH ALONG THE WEST LINE OF ANKENY VILLAGE PLAT 3 TO THE NORTHWEST CORNER OF SAID PLAT 3; THEN WEST ALONG THE SOUTH LINE OF LOTS 18 THROUGH 20, ANKENY VILLAGE PLAT 4, TO THE WEST LINE OF SAID PLAT 4; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF ARTHUR PLACE TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD AND THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN EAST ALONG THE SOUTH LINE OF PARKVIEW TERRACE PLAT 8 TO THE WEST LINE OF PARKVIEW TERRACE PLAT 3; THEN SOUTH ALONG THE WEST LINE OF SAID PLAT 3 TO THE SOUTH LINE OF SAID PLAT 3; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 3 TO THE WEST R.O.W. LINE OF NORTHWEST SCHOOL STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE NORTH R.O.W. LINE OF NORTHWEST 5TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE SOUTHEAST CORNER OF LOT 27, PARKVIEW TERRACE PLAT 1; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF

NORTHWEST 9TH STREET; THEN NORTHERLY TO THE SOUTHEAST CORNER OF LOT 6, PARKVIEW TERRACE PLAT 11; THEN NORTH ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTH LINE OF SAID LOT 6; THEN WEST ALONG THE NORTH LINE OF PARKVIEW TERRACE PLAT 11 AND PARKVIEW TERRACE PLAT 10 TO THE EAST LINE OF PARKVIEW CAMPUS PLAT 2; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 2, AND CONTINUING NORTH ALONG THE EAST LINE OF PARKVIEW CAMPUS PLAT 4 TO THE SOUTH R.O.W. LINE OF NORTHWEST 18TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE TO A POINT APPROXIMATELY 475 FEET EAST OF THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD); THEN SOUTH PARALLEL TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD) TO A POINT ON THE EAST R.O.W. LINE OF NORTH GRANT STREET AT THE NORTH END OF THE PRESENT STREET R.O.W.; THEN WEST TO THE WEST R.O.W. LINE OF NORTH GRANT STREET; THEN SOUTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE TO THE EAST LINE OF ANKENY MALL; THEN SOUTH ALONG SAID EAST LINE TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE WEST LINE OF HAYES ACRES PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE NORTHWEST CORNER OF LOT 6, HAYES ACRES PLAT 1; THEN EAST ALONG THE NORTH LINE OF SAID LOT 6 TO THE WEST R.O.W. LINE OF NORTHEAST TRILEIN DRIVE; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE AND CONTINUING EAST TO THE WEST R.O.W. LINE OF NORTHEAST DELAWARE AVENUE; THEN NORTH ALONG SAID WEST R.O.W. LINE; THEN EAST ALONG THE NORTH LINE OF LAKESHORE ESTATES TO THE POINT OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED AREA IS THE FOLLOWING:

BLOCKS 1 & 2, ORIGINAL PLAT

LOTS 1 THROUGH 4, SUBDIVISION OF OUTLOT 1

BLOCKS 1 THROUGH 4, HILDRETH'S ADDITION

BLOCKS 1 THROUGH 4, HILDRETH'S 2ND ADDITION

WEST 1/2 BLOCK A, HAULMANS ADDITION

BLOCKS B AND C, HAULMANS ADDITION

WEST 1/2 BLOCK D, HAULMANS ADDITION

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial

public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 4 would add and/or confirm the proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 4
TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY
URBAN RENEWAL PLAN IN THE CITY OF ANKENY, STATE
OF IOWA

WHEREAS, by Resolution No. 236-91, adopted December 2, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1991 City of Ankeny Urban Renewal Plan (the "Original Plan") for the 1991 City of Ankeny Urban Renewal Area described therein; and

WHEREAS, by Resolution No. 2018-149, adopted March 19, 2018, this Council approved and adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the 1991 City of Ankeny Urban Renewal Area ("Area" or "Urban Renewal Area"); and

WHEREAS, the Plan has subsequently been amended, most recently by Amendment No. 3 to the Plan, adopted by Resolution No. 2023-121 on March 6, 2023; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

ALL THAT PART OF ANKENY, IOWA LOCATED WITHIN THE
FOLLOWING BOUNDARY:

BEGINNING AT A POINT ON THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 BEING THE NORTHEAST CORNER OF LOT 8 LAKESHORE ESTATES; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN SOUTH TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE WEST R.O.W. LINE OF U.S. INTERSTATE 35; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE SOUTHEAST CORNER OF LOT 2, MAPLEWOOD VILLAGE PLAT 4; THEN WEST ALONG THE SOUTH LINE OF SAID LOT 2 TO THE EAST LINE OF LOT 1, MAPLEWOOD VILLAGE PLAT 3; THEN SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THEN WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 1, MAPLEWOOD VILLAGE PLAT 2 TO THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN NORTH ALONG THE WEST

R.O.W. LINE OF EAST DELAWARE AVENUE TO THE SOUTHEAST CORNER OF ART-LUND PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE SOUTHWEST CORNER OF ART-LUND PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF S.E. 4TH STREET; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 9, TRIPLETT VILLAGE NO. 10; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST LOWELL DRIVE TO THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 2; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 2, AND CONTINUING ALONG THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 1 TO THE NORTHWEST CORNER OF TRIPLETT VILLAGE NO. 11; THEN NORTH ALONG THE EAST LINE OF TRIPLETT VILLAGE NO. 5 TO THE NORTHEAST CORNER OF SAID PLAT; THEN WEST ALONG THE NORTH LINE OF SAID PLAT TO THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE TO THE SOUTHWEST CORNER OF LOT 6, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE SOUTH LINE OF NAPA MANOR TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTH GRANT STREET TO THE NORTHEAST CORNER OF LOT 22, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THEN SOUTHERLY ALONG THE WEST LINE OF RICHARD'S MANOR PLAT 1 TO THE SOUTH LINE OF SAID PLAT 1; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN SOUTH TO THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET; THEN WEST ALONG THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET TO THE SOUTHWEST CORNER OF LOT 12, TRIPLETT VILLAGE; THEN SOUTH ALONG THE WEST LINE OF LOTS 18 THROUGH 23, TRIPLETT VILLAGE AND CONTINUING SOUTH ALONG THE WEST LINE OF CHURCH PLAT NO. 2 AND CHURCH PLAT NO.3 TO THE NORTH R.O.W. LINE OF SOUTHEAST PETERSON DRIVE; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF PARKVIEW DRIVE TO THE NORTH R.O.W. LINE OF SOUTHEAST 8TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE WEST LINE OF LOT 46, PETERS BELMOUNT PARK PLAT 1 AND CONTINUING SOUTH ALONG THE WEST LINE OF PETERS BELMOUNT PARK PLAT 2 TO THE NORTH LINE OF SPAHR MANOR PLAT 5; THEN WEST ALONG THE NORTH LINE OF SAID PLAT 5 TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (SOUTH ANKENY BOULEVARD); THEN NORTH ALONG SAID EAST R.O.W. LINE TO THE NORTH LINE OF PETERS BELMOUNT PARK PLAT 1; THEN WEST ALONG

THE SOUTH LINE OF SOUTHLAWN PLACE REPLAT TO THE WEST R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THEN NORTHWESTERLY ALONG THE WEST R.O.W. LINE OF SAID RAILROAD TO THE EAST R.O.W. LINE OF SOUTHWEST WALNUT STREET; THEN NORTH TO THE NORTH LINE OF THOMAS ADDITION; THEN WEST ALONG THE NORTH LINE OF THOMAS ADDITION TO THE WEST R.O.W. LINE OF MAIN STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF SOUTHWEST 4TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE; THEN NORTH ALONG THE WEST LINE OF ANKENY VILLAGE PLAT 3 TO THE NORTHWEST CORNER OF SAID PLAT 3; THEN WEST ALONG THE SOUTH LINE OF LOTS 18 THROUGH 20, ANKENY VILLAGE PLAT 4, TO THE WEST LINE OF SAID PLAT 4; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF ARTHUR PLACE TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD AND THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN EAST ALONG THE SOUTH LINE OF PARKVIEW TERRACE PLAT 8 TO THE WEST LINE OF PARKVIEW TERRACE PLAT 3; THEN SOUTH ALONG THE WEST LINE OF SAID PLAT 3 TO THE SOUTH LINE OF SAID PLAT 3; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 3 TO THE WEST R.O.W. LINE OF NORTHWEST SCHOOL STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE NORTH R.O.W. LINE OF NORTHWEST 5TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE SOUTHEAST CORNER OF LOT 27, PARKVIEW TERRACE PLAT 1; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF NORTHWEST 9TH STREET; THEN NORTHERLY TO THE SOUTHEAST CORNER OF LOT 6, PARKVIEW TERRACE PLAT 11; THEN NORTH ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTH LINE OF SAID LOT 6; THEN WEST ALONG THE NORTH LINE OF PARKVIEW TERRACE PLAT 11 AND PARKVIEW TERRACE PLAT 10 TO THE EAST LINE OF PARKVIEW CAMPUS PLAT 2; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 2, AND CONTINUING NORTH ALONG THE EAST LINE OF PARKVIEW CAMPUS PLAT 4 TO THE SOUTH R.O.W. LINE OF NORTHWEST 18TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE TO A POINT APPROXIMATELY 475 FEET EAST OF THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD); THEN SOUTH PARALLEL TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD) TO A POINT ON THE EAST R.O.W. LINE OF NORTH GRANT STREET AT THE NORTH END OF THE PRESENT STREET R.O.W.; THEN WEST TO THE WEST R.O.W. LINE OF NORTH GRANT STREET; THEN SOUTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE TO THE EAST LINE OF ANKENY MALL; THEN SOUTH ALONG SAID EAST LINE TO THE NORTH R.O.W. LINE OF IOWA

HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE WEST LINE OF HAYES ACRES PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE NORTHWEST CORNER OF LOT 6, HAYES ACRES PLAT 1; THEN EAST ALONG THE NORTH LINE OF SAID LOT 6 TO THE WEST R.O.W. LINE OF NORTHEAST TRILEIN DRIVE; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE AND CONTINUING EAST TO THE WEST R.O.W. LINE OF NORTHEAST DELAWARE AVENUE; THEN NORTH ALONG SAID WEST R.O.W. LINE; THEN EAST ALONG THE NORTH LINE OF LAKESHORE ESTATES TO THE POINT OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED AREA IS THE FOLLOWING:
BLOCKS 1 & 2, ORIGINAL PLAT
LOTS 1 THROUGH 4, SUBDIVISION OF OUTLOT 1
BLOCKS 1 THROUGH 4, HILDRETH'S ADDITION
BLOCKS 1 THROUGH 4, HILDRETH'S 2ND ADDITION
WEST 1/2 BLOCK A, HAULMANS ADDITION
BLOCKS B AND C, HAULMANS ADDITION
WEST 1/2 BLOCK D, HAULMANS ADDITION

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 4 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 4 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 4 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 4 required by Section 403.5(2), Code of Iowa, as amended, shall be held on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa, at 10:30 A.M., and the Economic Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 4, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 4 TO THE AMENDED AND RESTATED
1991 CITY OF ANKENY URBAN RENEWAL PLAN FOR THE
CITY OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 4 before the City Council at its meeting which commences at 5:30 P.M. on February 17, 2025, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 4 TO THE AMENDED AND
RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN FOR
AN URBAN RENEWAL AREA IN THE CITY OF ANKENY, STATE
OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on February 17, 2025 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

The 1991 City of Ankeny Urban Renewal Area contains the land legally described as follows:

ORIGINAL AREA

ALL THAT PART OF ANKENY, IOWA LOCATED WITHIN THE FOLLOWING
BOUNDARY:

BEGINNING AT A POINT ON THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 BEING THE NORTHEAST CORNER OF LOT 8 LAKESHORE ESTATES; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN SOUTH TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE WEST R.O.W. LINE OF U.S. INTERSTATE 35; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE SOUTHEAST CORNER OF LOT 2, MAPLEWOOD VILLAGE PLAT 4; THEN WEST ALONG THE SOUTH LINE OF SAID LOT 2 TO THE EAST LINE OF LOT 1, MAPLEWOOD VILLAGE PLAT 3; THEN SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THEN WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 1, MAPLEWOOD VILLAGE PLAT 2 TO THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN NORTH ALONG THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE TO THE SOUTHEAST CORNER OF ART-LUND PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE SOUTHWEST CORNER OF ART-LUND PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF S.E. 4TH STREET; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 9, TRIPLETT VILLAGE NO. 10; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST LOWELL DRIVE TO THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 2; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 2, AND CONTINUING ALONG THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 1 TO THE NORTHWEST CORNER OF TRIPLETT VILLAGE NO. 11; THEN NORTH ALONG THE EAST LINE OF TRIPLETT VILLAGE NO. 5 TO THE NORTHEAST CORNER OF SAID PLAT; THEN WEST ALONG THE NORTH LINE OF SAID PLAT TO THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE SOUTH R.O.W. LINE OF IOWA

HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE TO THE SOUTHWEST CORNER OF LOT 6, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE SOUTH LINE OF NAPA MANOR TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTH GRANT STREET TO THE NORTHEAST CORNER OF LOT 22, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THEN SOUTHERLY ALONG THE WEST LINE OF RICHARD'S MANOR PLAT 1 TO THE SOUTH LINE OF SAID PLAT 1; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN SOUTH TO THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET; THEN WEST ALONG THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET TO THE SOUTHWEST CORNER OF LOT 12, TRIPLETT VILLAGE; THEN SOUTH ALONG THE WEST LINE OF LOTS 18 THROUGH 23, TRIPLETT VILLAGE AND CONTINUING SOUTH ALONG THE WEST LINE OF CHURCH PLAT NO. 2 AND CHURCH PLAT NO.3 TO THE NORTH R.O.W. LINE OF SOUTHEAST PETERSON DRIVE; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF PARKVIEW DRIVE TO THE NORTH R.O.W. LINE OF SOUTHEAST 8TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE WEST LINE OF LOT 46, PETERS BELMOUNT PARK PLAT 1 AND CONTINUING SOUTH ALONG THE WEST LINE OF PETERS BELMOUNT PARK PLAT 2 TO THE NORTH LINE OF SPAHR MANOR PLAT 5; THEN WEST ALONG THE NORTH LINE OF SAID PLAT 5 TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (SOUTH ANKENY BOULEVARD); THEN NORTH ALONG SAID EAST R.O.W. LINE TO THE NORTH LINE OF PETERS BELMOUNT PARK PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SOUTHLAWN PLACE REPLAT TO THE WEST R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THEN NORTHWESTERLY ALONG THE WEST R.O.W. LINE OF SAID RAILROAD TO THE EAST R.O.W. LINE OF SOUTHWEST WALNUT STREET; THEN NORTH TO THE NORTH LINE OF THOMAS ADDITION; THEN WEST ALONG THE NORTH LINE OF THOMAS ADDITION TO THE WEST R.O.W. LINE OF MAIN STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF SOUTHWEST 4TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE; THEN NORTH ALONG THE WEST LINE OF ANKENY VILLAGE PLAT 3 TO THE NORTHWEST CORNER OF SAID PLAT 3; THEN WEST ALONG THE SOUTH LINE OF LOTS 18 THROUGH 20, ANKENY VILLAGE PLAT 4, TO THE WEST LINE OF SAID PLAT 4; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF ARTHUR PLACE TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD AND THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN EAST ALONG THE SOUTH LINE OF PARKVIEW TERRACE PLAT 8 TO THE WEST LINE OF PARKVIEW TERRACE PLAT 3; THEN SOUTH ALONG THE WEST LINE OF SAID PLAT 3 TO THE SOUTH LINE OF SAID PLAT 3; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 3 TO THE WEST R.O.W. LINE OF NORTHWEST SCHOOL STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE NORTH R.O.W. LINE OF NORTHWEST 5TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE SOUTHEAST CORNER OF LOT 27, PARKVIEW TERRACE PLAT 1; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF

NORTHWEST 9TH STREET; THEN NORTHERLY TO THE SOUTHEAST CORNER OF LOT 6, PARKVIEW TERRACE PLAT 11; THEN NORTH ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTH LINE OF SAID LOT 6; THEN WEST ALONG THE NORTH LINE OF PARKVIEW TERRACE PLAT 11 AND PARKVIEW TERRACE PLAT 10 TO THE EAST LINE OF PARKVIEW CAMPUS PLAT 2; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 2, AND CONTINUING NORTH ALONG THE EAST LINE OF PARKVIEW CAMPUS PLAT 4 TO THE SOUTH R.O.W. LINE OF NORTHWEST 18TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE TO A POINT APPROXIMATELY 475 FEET EAST OF THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD); THEN SOUTH PARALLEL TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD) TO A POINT ON THE EAST R.O.W. LINE OF NORTH GRANT STREET AT THE NORTH END OF THE PRESENT STREET R.O.W.; THEN WEST TO THE WEST R.O.W. LINE OF NORTH GRANT STREET; THEN SOUTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE TO THE EAST LINE OF ANKENY MALL; THEN SOUTH ALONG SAID EAST LINE TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE WEST LINE OF HAYES ACRES PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE NORTHWEST CORNER OF LOT 6, HAYES ACRES PLAT 1; THEN EAST ALONG THE NORTH LINE OF SAID LOT 6 TO THE WEST R.O.W. LINE OF NORTHEAST TRILEIN DRIVE; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE AND CONTINUING EAST TO THE WEST R.O.W. LINE OF NORTHEAST DELAWARE AVENUE; THEN NORTH ALONG SAID WEST R.O.W. LINE; THEN EAST ALONG THE NORTH LINE OF LAKESHORE ESTATES TO THE POINT OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED AREA IS THE FOLLOWING:

BLOCKS 1 & 2, ORIGINAL PLAT

LOTS 1 THROUGH 4, SUBDIVISION OF OUTLOT 1

BLOCKS 1 THROUGH 4, HILDRETH'S ADDITION

BLOCKS 1 THROUGH 4, HILDRETH'S 2ND ADDITION

WEST 1/2 BLOCK A, HAULMANS ADDITION

BLOCKS B AND C, HAULMANS ADDITION

WEST 1/2 BLOCK D, HAULMANS ADDITION

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial

public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 4 would add and/or confirm the proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 4, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 4 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 4

to the

AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN

for

1991 URBAN RENEWAL AREA

CITY OF ANKENY, IOWA

Original Plan – December 1991

Amended and Restated Plan – March 2018

Amendment No. 1 to the Amended and Restated Plan – March 2019

Amendment No. 2 to the Amended and Restated Plan – October 2021

Amendment No. 3 to the Amended and Restated Plan – March 2023

Amendment No. 4 to the Amended and Restated Plan – February 2025

**AMENDMENT NO. 4
TO THE
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN
FOR THE
1991 URBAN RENEWAL AREA**

CITY OF ANKENY, IOWA

INTRODUCTION AND HISTORY

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019, 2021, and 2023.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 4” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan, as previously amended, not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan, as previously amended.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 4)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Upgrade lighting fixtures in Uptown commercial area.	2025 - 2026	\$115,000 – \$230,000	Improve safety and aesthetic appeal of commercial district and facilitate new commercial development.
Complete master plan for Uptown commercial area.	2025-2026	\$50,000 – \$100,000	Establish plan to facilitate and enhance development of area.
TOTAL		\$165,000 - \$330,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment

within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL INFORMATION

1.	Current Constitutional Debt Limit	\$529,988,952
2.	Current Outstanding General Obligation Debt	\$106,769,910
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 4) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 4) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$10,665,000 - \$10,830,000 for future projects This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area

REPEALER AND SEVERABILITY

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 2/17/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT

Economic Development

COUNCIL GOAL

Ensure economic vitality

ACTION REQUESTED

Resolution

LEGAL

Legal has reviewed and approved these proceedings.

EXECUTIVE SUMMARY

Proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan, which was last amended in 2021, includes the following updates:

- The addition of design and completion of improvements to Interstate 35 and NE 36th Street interchange
- The addition of design and completion of NE 18th Street bridge over Interstate 35
- The addition of design and completion of NE Spectrum Drive RCB culvert for Otter Creek

The amendment adds right-of-way along NE Delaware Ave and NE 18th Street, including proposed overpass, as well as eight parcels located at the southwest corner of N. Ankeny Blvd. and NE 36th Street.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

This Urban Renewal Area was created in 2010 and the plan was amended and restated in 2021 to include projects and right-of-way.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

A public hearing will be held and a consultation meeting will be held with all taxing entities who choose to attend a meeting on this matter.

ACTION REQUESTED

ATTACHMENTS

1. Amend No. 1 to A&R NE Ankeny URP - Notice of Consultation
2. Amend No. 1 to A&R NE Ankeny URP - Notice of Public Hearing
3. Amend No. 1 to A&R NE Ankeny URP - Resolution Setting Dates FINAL

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
NORTHEAST ANKENY URBAN RENEWAL PLAN FOR THE
CITY OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan for a proposed Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE AMENDED
AND RESTATED NORTHEAST ANKENY URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
ANKENY, STATE OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on February 17, 2025 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

Amendment No. 1 proposes to add the following land to the Urban Renewal Area:

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St; and

LOT 1, OUTLOT "Y", AND OUTLOT "Z" OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36TH STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not

limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add and/or confirm proposed urban renewal projects for the Area and add new property to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1
TO THE AMENDED AND RESTATED NORTHEAST ANKENY
URBAN RENEWAL PLAN IN THE CITY OF ANKENY, STATE
OF IOWA

WHEREAS, by Resolution No. 2010-287, adopted October 18, 2010, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Northeast Ankeny Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which plan was subsequently amended and restated on October 4, 2021 when the City adopted the Amended and Restated Northeast Ankeny Urban Renewal Plan (the "Amended and Restated Plan" or "Plan"), and which Plan, as amended, is on file in the office of the Polk County Recorder; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL URBAN RENEWAL SUBAREA

Commencing at the southwest corner of section 12, township 80 north, range 24 west of the 5th P.M.; thence east along the center line of NE 18th Street right-of-way a distance of 736.32 feet; thence northerly along the east line of Northpointe Village Center Plat 1 a distance of 227.23 feet; thence north easterly along said plat line a distance of 417.10 feet; thence northerly along said plat line 386.94 feet; thence north westerly along said plat line a distance of 249.85 feet; thence northerly along said plat line to the most north eastern point of Northpointe Village Center Plat 1 a distance of 93.9 feet; thence north along the east line of Northpointe Professional Park Plat 1 and Northpointe Village Center Plat 2 a distance of 524.18 feet; thence north westerly along said plat line a distance of 700.27 feet; thence northerly along said plat line to the most north eastern point of Northpointe Professional Park Plat 1 a distance of 303.56 feet; thence continuing northerly along the east lot line of Lot 3, Briarwood Plat 17 to the southern right-of-way line of NE 28th Street; thence continuing northeasterly to the north right-of-way line of said street and the southeast corner of Lot 1, Briarwood Plat 21, a distance of 60 feet; thence northerly following the east line of said Plat 21 a distance of 160.43 feet; thence northerly 31.60 feet; continuing northwesterly along said plat line 163.63 feet; thence northerly 100 feet; continuing northeasterly along said plat line 101.31 feet; thence northerly a distance of 232.83 feet; thence continuing north 367.27 ft., 144.78 ft., 32.8 ft., 239.5 ft., 62.04 ft., and 138.35 ft. to the south line of Outlot X, Briarwood Plat 14; thence west 64.01 feet to the southwest corner of Briarwood Plat 14; thence north to the southern right of way line of NE 36th Street a distance of 451 feet; thence east along said right-of-way line to the western right-of-way line of NE Delaware Avenue a distance of 4835.22 feet; thence along the 50 foot radial curve of said right-of-way 78.49 feet southeasterly; thence 200 feet south; thence 50 feet east to the centerline of NE Delaware Avenue; thence northeasterly along

the intersection right-of-way line 327.86 feet to the southern right-of-way line of NE 36th Street; thence easterly along said right-of-way to the eastern right-of-way line of NE Milan Avenue approximately 1000 feet; thence following the 25 foot radial curve of said right-of-way 41.33 feet southwesterly; thence 116.73 feet south along the western property line of Lot 1 Briar Creek Plat 1; thence following the 25 foot radial curve of the northern right-of-way line of NE 31st Street southeasterly; thence following the said right-of-way southeasterly 354.48 feet; thence following the southern property line of Lot 1 Briar Creek Plat 1 northeasterly 275.23 feet to the western property line of Lot 1 Albaugh Golf and Commercial; thence following said western property line to the southwestern most point 4643.77 feet; thence following said property line easterly 389.45 feet; thence northeasterly 235 feet; thence southeasterly 166.97 feet; thence southwesterly 80 feet; thence easterly 315 feet to the eastern right of way line of I-35; thence continuing easterly 2300 feet; thence southerly 1321.4 to the south line of section 7, township 80 north, range 23west; thence easterly along said section line 1150 feet to the southeast corner of said section; thence north along the eastern line of said section to the southeast corner of section 6, township 80 north, range 23 west; thence continuing north along the eastern line of said section to the northeast corner of the southeast $\frac{1}{4}$ of said section 6; thence westerly to the northwest corner of the southeast $\frac{1}{4}$ of said section 6; thence continuing westerly 278 feet to the western I-35 right-of-way line; thence southerly 1825 feet to the northeast corner of Outlot Z, Otter Creek Redevelopment Plat 1; thence westerly 751 feet along the northern property line to the northwest corner of said Outlot; thence north westerly 195 feet to a northeast corner of Outlot Y, Otter Creek Redevelopment Plat 1; thence northwesterly 142.22 feet; thence southwesterly 115.34 feet; thence southerly 253.67 feet; thence southwesterly 192 feet; thence northwesterly 67.33 feet to the northwestern most corner of NE Otter Creek Drive right-of-way; thence southerly 838.62 feet following the western right-of-way line of said drive to the northern right-of-way line of NE 36th Street; thence westerly along said NE 36th Street right-of-way line 1317.28 feet; thence northwesterly 144 feet to eastern NE Delaware Avenue right-of-way line; thence west 94 feet to the western right-of-way line of NE Delaware Avenue; thence southwesterly 145 feet along said right-of-way line to the northern right-of-way line of NE 36th Street; thence westerly along said right-of-way 2150 feet to the southwest corner of Lot 1, AFUMC Christian Life Center; thence south 5 feet; thence west 217.99 feet; thence northwesterly 126.19 feet; thence west 128.01 feet; thence north 11 feet; thence west 202.58 feet; thence south 115 feet; thence west along the north NE 36th Street right-of-way line 680 feet to the southeast corner of Outlot B, The Woodland Reserve Plat 1; thence north along eastern property line of said, Lot B 185.5 feet; thence west 655.03 feet to the northwest corner of Outlot C, The Woodland Reserve Plat 1; thence north along the west line of The Woodland Reserve Plat 1 a distance of 1026.36 feet; thence westerly along the south right-of-way line of NE 41st Street to the east right-of-way line of U.S. Highway 69 a distance of 1058.18 feet; thence westerly to the northeast corner of Lot 1, Johnson Estates Plat 1, 120 feet; thence west 340.57 feet; thence southerly a distance of 478.36 feet; thence westerly a distance of 400.00 feet; thence southerly a distance of 400.00 feet; thence westerly a distance of 700.00 feet; thence southerly to the

center right-of-way line of NW 36th Street a distance of 400.00 feet; thence easterly to the western right-of-way line of U.S. Highway 69 a distance of 1,448.77 feet; thence southerly along the said right-of-way line of U.S. Highway 69 a distance of 4,061.66 feet; thence westerly along the north line of Georgetown Plat 2 a distance of 744.6 feet to the north west most corner of said plat; thence south westerly along the west line of Georgetown Plat 2 a distance of 274.17 feet; thence south westerly along the west line of said plat to the north easterly most corner of Lot 1 Georgetown Plat 3 a distance of 222.17 feet; thence southerly along the east line of Georgetown Plat 3 to the south eastern most corner of Lot 4 of Georgetown Plat 3 a distance of 255.05 feet; thence southerly along the eastern line of said plat to the south eastern most corner of Lot 7 Georgetown Plat 3 a distance of 189.8 feet; thence southerly along the east line of said plat to the south eastern most corner of Lot 10 Georgetown Plat 3 a distance of 189.76 feet; thence southerly along the east line of said plat to the center right-of-way line of NW 18th Street a distance of 138.54 feet; thence easterly along the center right-of-way line to the point of beginning a distance of 1072.07. The area includes all streets and their right-of-way within the Urban Renewal Area and all streets and their right-of-way forming the boundary of the Area.

AMENDED AND RESTATED PLAN SUBAREA

A PORTION OF THE EAST ½ OF NE 29TH ST RIGHT OF WAY AND A PORTION OF NE 110TH AVE RIGHT OF WAY, GENERALLY DESCRIBED AS BEGINNING AT THE SW CORNER OF SECTION 5, TOWNSHIP 80 NORTH, RANGE 23 WEST THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 APPROXIMATELY 450 FEET; THENCE EAST APPROXIMATELY 33 FEET TO THE EAST RIGHT OF WAY LINE OF SAID NE 29TH ST; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE APPROXIMATELY 405 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NE 110TH AVE; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE APPROXIMATELY 367 FEET; THENCE SOUTH APPROXIMATELY 78 FEET TO THE SOUTH RIGHT OF WAY LINE OF NE 110TH AVE; THEN WEST ALONG SAID SOUTH RIGHT OF WAY LINE APPROXIMATELY 367 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NE 29TH ST; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE APPROXIMATELY 367 FEET; THENCE WEST APPROXIMATELY 33 FEET TO THE WEST LINE OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 23 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8 APPROXIMATELY 400 FEET TO THE POINT OF BEGINNING.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land, as defined in Iowa Code Section 403.17(3), and written permission of the current owner(s) will be obtained; and

WHEREAS, this proposed Amendment No. 1 adds the following land to the Urban Renewal Area:

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St; and

LOT 1, OUTLOT "Y", AND OUTLOT "Z" OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36TH STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 required by Section 403.5(2), Code of Iowa, as amended, shall be held on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa, at 10:30 A.M., and the Economic Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 1, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
NORTHEAST ANKENY URBAN RENEWAL PLAN FOR THE
CITY OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan for a proposed Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 before the City Council at its meeting which commences at 5:30 P.M. on February 17, 2025, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE AMENDED
AND RESTATED NORTHEAST ANKENY URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
ANKENY, STATE OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on February 17, 2025 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

Amendment No. 1 proposes to add the following land to the Urban Renewal Area:

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St; and

LOT 1, OUTLOT "Y", AND OUTLOT "Z" OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36TH STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not

limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add and/or confirm proposed urban renewal projects for the Area and add new property to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 1

to the

AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN

for the

NORTHEAST ANKENY URBAN RENEWAL AREA

CITY OF ANKENY, IOWA

Original Plan – October 2010

Amended and Restated Plan – October 2021

Amendment No. 1 to the Amended and Restated Plan – February 2025

Final

**AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN
FOR THE
NORTHEAST ANKENY URBAN RENEWAL AREA**

CITY OF ANKENY, IOWA

INTRODUCTION

The City of Ankeny, Iowa (the “City”) adopted the Northeast Ankeny Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area (the “Urban Renewal Area” or “Area”) on October 18, 2010. In 2021, the City adopted the Amended and Restated Northeast Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan (“Amendment No. 1” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the Amended and Restated Northeast Ankeny Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

DESCRIPTION OF AREA

The property included in the Urban Renewal Area includes the area included in the original Northeast Ankeny Urban Renewal Plan (the “Original Urban Renewal Subarea”), the land added to the Urban Renewal Area by the Amended and Restated Plan (the “Amended and Restated Plan Subarea”), and the property added to the Urban Renewal Area by this Amendment No. 1 (the “Amendment No. 1 Subarea”). The Subareas make up the total Urban Renewal Area.

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 1 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

BASE VALUE

Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance. If the Amendment No. 1 Subarea, or a portion thereof, is placed in a Tax Increment Financing (TIF) ordinance prior to December 1, 2025, the taxable valuation of the property added to the TIF ordinance as of January 1, 2024, will be considered the frozen “base valuation” for the portion of the Amendment No. 1 Subarea added to the TIF ordinance. If a TIF ordinance for the Amendment No. 1 Subarea is not

adopted until a later date, the frozen “base value” will be the assessed value of the taxable property within that area added to the TIF ordinance as of January 1 of the calendar year preceding the effective date of the TIF ordinance incorporating the Amendment No. 1 Subarea.

AREA DESIGNATION

The Area was originally designated as appropriate for the promotion of commercial and industrial economic development – commercial and industrial. The Area, as amended, continues to be appropriate for the promotion of commercial and industrial economic development.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

This Amended and Restated Plan, as amended, does not in any way replace or modify the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, and this Amendment. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in Plan, as previously amended.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 1)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Design and complete improvements to Interstate 35 and NE 36 th Street Interchange	2025-2028	\$4,500,000 - \$9,000,000	Improve flow of traffic to reduce safety issues and improve access to commercial businesses and

			facilitate new commercial development.
Design and complete NE 18 th Street Bridge over Interstate 35	2025-2029	\$17,200,000 - \$34,400,000	Improve access to commercial businesses and facilitate new commercial development.
Design and complete construction of NE Spectrum Drive RCB Culvert for Otter Creek	2025-2029	\$1,450,000 - \$2,900,000	Improve access to commercial businesses and facilitate new commercial development.
TOTAL		\$23,150,000 - \$46,300,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$20,000,000-\$30,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises	Not to Exceed \$500,000

FINANCIAL DATA

1.	Current constitutional debt limit:	\$529,988,952
2.	Current outstanding general obligation debt:	\$106,769,910
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 1) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$43,650,000 - \$76,800,000 for future projects. This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

CONSENT TO INCLUDE AGRICULTURAL LAND

Because the Amendment No. 1 Subarea contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City must have consent from the owner(s) of the agricultural land to include the “agricultural land” property in the Urban Renewal Area pursuant to this Amendment. The City has received consent of the owner(s) of the agricultural land to include their property within the Amendment No. 1 Subarea. A copy of the agreement is attached hereto, as Exhibit C. The original signed agreement(s) is/are on file at the City Clerk’s office.

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the original Urban Renewal Plan or any prior amendment, resolution, or document, this Amendment No. 1 shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, shall continue with respect to the Area for the maximum period allowed by law.

Final

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 1 SUBAREA (2025)

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St; and

LOT 1, OUTLOT "Y", AND OUTLOT "Z" OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36TH STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA.

EXHIBIT B
MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF
AMENDMENT NO. 1, SHOWING SUBAREAS

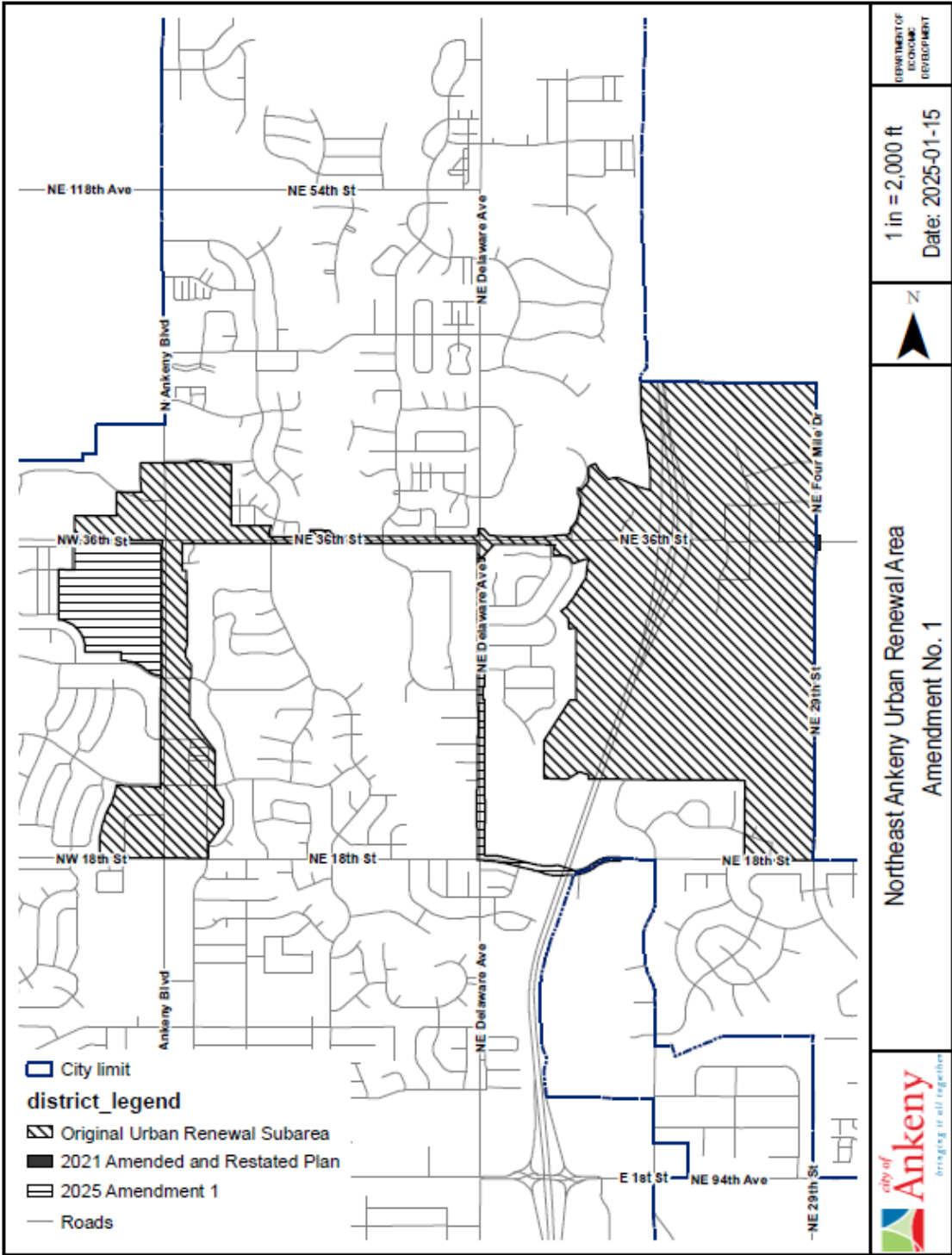


EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND IN
THE NORTHEAST ANKENY URBAN RENEWAL AREA

WHEREAS, the City of Ankeny, Iowa, (the "City") has proposed to amend the Amended and Restated Northeast Ankeny Urban Renewal Plan ("Plan") for the Northeast Ankeny Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will be amended to include certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City may include such property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City to pass any resolution or ordinance necessary to designate the property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 2025.

Agricultural Land Owner's Name:

Signature: _____

Date: _____

Witness: _____

Agricultural Land Co-Owner's Name
(if applicable):

Signature: _____

Date: _____

Witness: _____

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 2/17/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT

Economic Development

COUNCIL GOAL

Ensure economic vitality

ACTION REQUESTED

Resolution

LEGAL

Legal has reviewed and approved these proceedings.

EXECUTIVE SUMMARY

Proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan includes the following updates:

- The addition of design and completion of improvements to the intersection of S. Ankeny Blvd. and SE Oralabor Road
- The addition of design and completion of improvements to the intersection of SW Oralabor Road and SW Irvinedale Drive

The amendment adds existing right-of-way for both improvement projects to the urban renewal area and has no effect on the duration of the plan or the area.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

This Urban Renewal Area was created in 1989 and has been amended 13 times to include projects and boundary amendments.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

A public hearing will be held and a consultation meeting will be held with all taxing entities who choose to attend a meeting on this matter.

ACTION REQUESTED

ATTACHMENTS

1. Amend No. 14 to 1989 Ankeny ED URP - Notice of Consultation
2. Amend No. 14 to 1989 Ankeny ED URP - Notice of Public Hearing
3. Amend No. 14 to 1989 Ankeny ED URP - Resolution Setting Dates FINAL

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 14 TO THE 1989 ANKENY ECONOMIC
DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY
OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 14 TO THE 1989
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
ANKENY, STATE OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on February 17, 2025 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

Amendment No. 14 proposes to add the following land to the Urban Renewal Area:

The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5, BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH 85°37'19" EAST, 52.70 FEET; THENCE NORTH 11°48'17" EAST, 64.80 FEET; THENCE NORTH 11°49'01" EAST, 520.50 FEET; THENCE NORTH 6°10'01" EAST, 20.03 FEET; THENCE SOUTH 10°25'39" EAST, 88.96 FEET; THENCE SOUTH 10°21'47" EAST, 111.64 FEET; THENCE SOUTH 12°38'22" EAST,

333.88 FEET; THENCE SOUTH 22°46'27" EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH 38°07'29" EAST, 163.11 FEET; THENCE SOUTH 58°26'07" EAST, 154.32 FEET; THENCE SOUTH 70°57'56" EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 14 would add and/or confirm proposed urban renewal projects for the Area and add new property to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 14
TO THE 1989 ANKENY ECONOMIC DEVELOPMENT URBAN
RENEWAL PLAN IN THE CITY OF ANKENY, STATE OF
IOWA

WHEREAS, by Resolution No. 62-89, adopted April 17, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1989 Ankeny Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 1989 Ankeny Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan has been amended several times, most recently by Amendment No. 13 approved by Resolution No. 2023-165 adopted on April 3, 2023, and which Plan, as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 14 to the Plan ("Amendment No. 14" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 14 adds the following land to the Urban Renewal Area:

The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5,

BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH $85^{\circ}37'19''$ EAST, 52.70 FEET; THENCE NORTH $11^{\circ}48'17''$ EAST, 64.80 FEET; THENCE NORTH $11^{\circ}49'01''$ EAST, 520.50 FEET; THENCE NORTH $6^{\circ}10'01''$ EAST, 20.03 FEET; THENCE SOUTH $10^{\circ}25'39''$ EAST, 88.96 FEET; THENCE SOUTH $10^{\circ}21'47''$ EAST, 111.64 FEET; THENCE SOUTH $12^{\circ}38'22''$ EAST, 333.88 FEET; THENCE SOUTH $22^{\circ}46'27''$ EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH $38^{\circ}07'29''$ EAST, 163.11 FEET; THENCE SOUTH $58^{\circ}26'07''$ EAST, 154.32 FEET; THENCE SOUTH $70^{\circ}57'56''$ EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE

OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 14 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 14 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 14 required by Section 403.5(2), Code of Iowa, as amended, shall be held on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa, at 10:30 A.M., and the Economic Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 14, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 14 TO THE 1989 ANKENY ECONOMIC
DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY
OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:30 A.M. on January 28, 2025, at City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 14 before the City Council at its meeting which commences at 5:30 P.M. on February 17, 2025, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 14 TO THE 1989
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
ANKENY, STATE OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on February 17, 2025 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

Amendment No. 14 proposes to add the following land to the Urban Renewal Area:

The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5, BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH 85°37'19" EAST, 52.70 FEET; THENCE NORTH 11°48'17" EAST, 64.80 FEET; THENCE NORTH 11°49'01" EAST, 520.50 FEET; THENCE NORTH 6°10'01" EAST, 20.03 FEET; THENCE SOUTH 10°25'39" EAST, 88.96 FEET; THENCE SOUTH 10°21'47" EAST, 111.64 FEET; THENCE SOUTH 12°38'22" EAST,

333.88 FEET; THENCE SOUTH 22°46'27" EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH 38°07'29" EAST, 163.11 FEET; THENCE SOUTH 58°26'07" EAST, 154.32 FEET; THENCE SOUTH 70°57'56" EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 14 would add and/or confirm proposed urban renewal projects for the Area and add new property to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 14, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 14 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 21st day of January, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT 1
AMENDMENT NO. 14

to the

**1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

Original Area Adopted – 1989

Amendment No. 1 – 1994
Amendment No. 2 – 2003
Amendment No. 3 – 2003
Amendment No. 4 – 2005
Amendment No. 5 – 2012
Amendment No. 6 – 2015
Amendment No. 7 – 2017
Amendment No. 8 – 2018
Amendment No. 9 – 2018
Amendment No. 10 – 2019
Amendment No. 11 – 2020
Amendment No. 12 – 2021
Amendment No. 13 – 2023
Amendment No. 14 – 2025

**AMENDMENT NO. 14
TO THE
1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

INTRODUCTION

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 13 times, is being further amended by this Amendment No. 14 (“Amendment No. 14” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 14 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 14 Subarea.” The Subareas make up the total Urban Renewal Area. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance. The Amendment No. 14 Subarea is public right-of-way and will not be included in a tax increment financing ordinance.

DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 14 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

AREA DESIGNATION

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by Amendment No. 14 is designated as appropriate for the promotion of economic development – commercial and industrial.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 14)

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Design and complete improvements to intersection of South Ankeny Boulevard and SE Oralabor Road	2025 - 2029	\$9,000,000 – \$18,000,000	Improve flow of traffic to reduce safety issues and improve access to commercial businesses and facilitate new commercial development.
Design and complete improvements to intersection at SW Oralabor Road and SW Irvinendale Drive	2025-2029	\$5,500,000 - \$11,000,000	Improve flow of traffic to reduce safety issues and improve access to commercial businesses and facilitate new commercial development.

TOTAL		\$14,500,000 - \$29,000,000	
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2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL DATA

1.	Current constitutional debt limit:	\$529,988,952
2.	Current outstanding general obligation debt:	\$106,769,910
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 14) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment	\$50,000,000 - \$64,500,000 for future projects This total does not include financing costs related to debt issuance, which

	revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 14) as described above to be funded by TIF Funds will be approximately as stated in the next column:	will be incurred over the life of the Area.
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REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 14 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective “thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project”. The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7 did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The

Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset date applies to the Amendment No. 13 Subarea because the City did not place the Amendment No. 13 Subarea into a TIF Ordinance. No sunset applies to the Amendment No. 14 Subarea as it is non-taxable, public right-of-way which the City does not intend to place into a TIF Ordinance.

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 14 SUBAREA

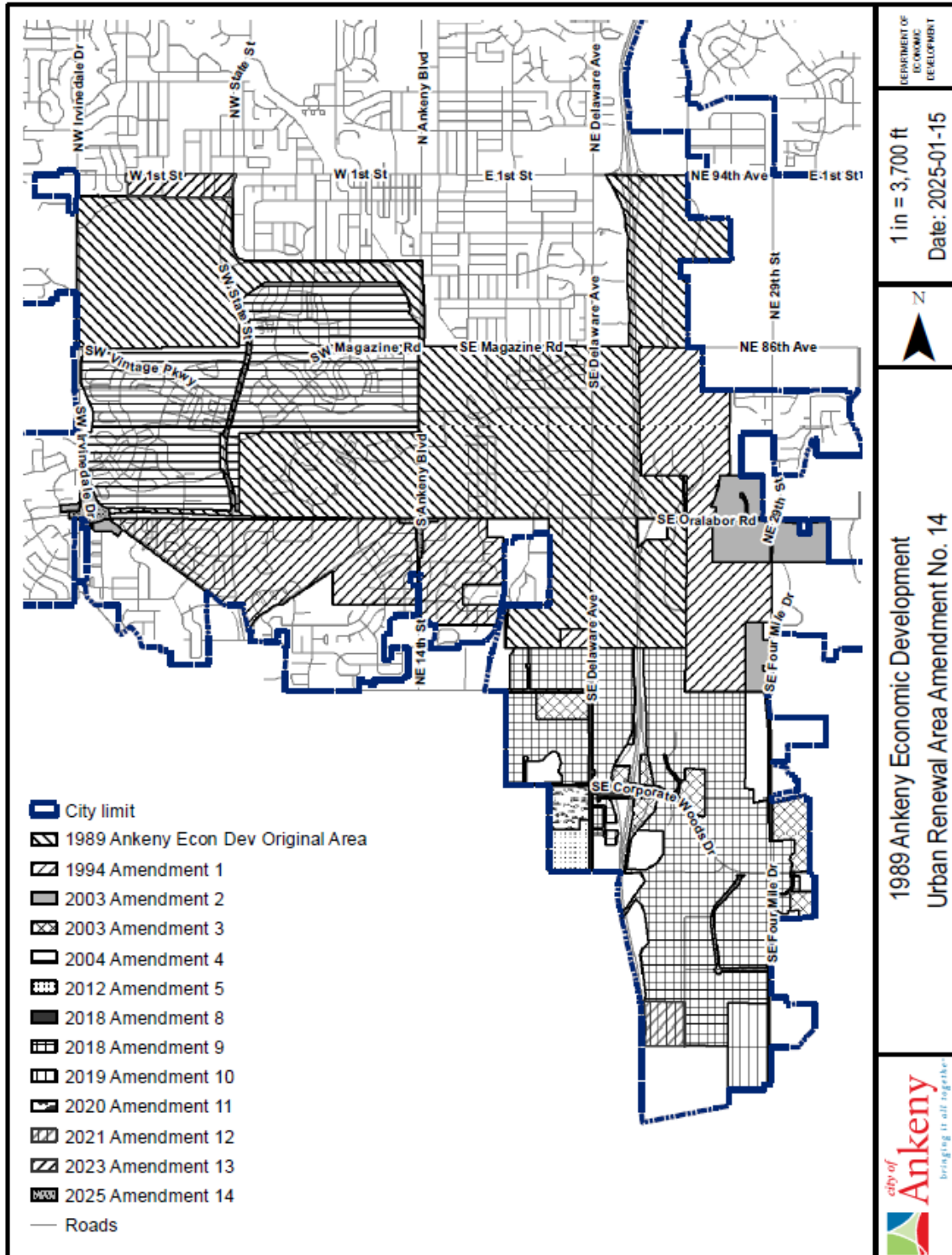
The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5, BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH 85°37'19" EAST, 52.70 FEET; THENCE NORTH 11°48'17" EAST, 64.80 FEET; THENCE NORTH 11°49'01" EAST, 520.50 FEET; THENCE NORTH 6°10'01" EAST, 20.03 FEET; THENCE SOUTH 10°25'39" EAST, 88.96 FEET; THENCE SOUTH 10°21'47" EAST, 111.64 FEET; THENCE SOUTH 12°38'22" EAST, 333.88 FEET; THENCE SOUTH 22°46'27" EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH 38°07'29" EAST, 163.11 FEET; THENCE SOUTH 58°26'07" EAST, 154.32 FEET; THENCE SOUTH 70°57'56" EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW

ORALABOR ROAD; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

EXHIBIT B
MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF
AMENDMENT NO. 14, SHOWING ALL SUBAREAS



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Receive and file notice of project letting from Iowa Department of Transportation, for project MPIN-035-1(718)87-0N-77.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend to receive and file notice.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. IDOT Notice - Ankeny-I35

January 10, 2025

County: Polk

Project Number: MPIN-035-1(718)87—0N-77

Location: I35 from IA 5 Interchange to Co. Rd C-47 near Dows

Type of Work: Pavement repairs

Proposed Project Letting: 03-18-2025

Bobbi Bentz
Ankeny Mayor
410 W. First St
Ankeny, IA 50023

Dear Mayor Bentz:

This is official notification to the City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. The project, or a portion thereof, is located near your city. The project consists of pavement repairs to I35 from the IA 5 interchange to County Road C-47 near Dows in Franklin County and is proposed for construction during 2025. The project will not require the road to be detoured. The Resident Construction Engineer Frank Leong of Grimes, IA 515-986-2863 will oversee this project.

The work will be done in accordance with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the council members. Please consider including in any newsletters or mailings to the public, as well. If you have any questions concerning the work involved, please contact Donna Breitbach 515-239-1007 as soon as possible to expedite any possible changes.

Sincerely,



Jeremey Vortherms, P.E.
Assistant District 1 Engineer

JV/jmr
Enclosure

cc: Doug Heeren, Local Systems Bureau, w/enc.
Frank Leong, Grimes RCE
Donna Breitbach, North Area Engineer
Agreement/Project file w/enc.

Project Location:





ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Ord 2189 An Ordinance vacating an Ingress/Egress Easement associated with Siena Hills Plat 7, Lot 1.

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Ordinance – 3rd Reading

LEGAL

EXECUTIVE SUMMARY

This easement was originally platted with the intent of a future "frontage road" that is no longer warranted. This property will be developed by a single owner, so no public ingress/egress easement is necessary.

CITY MANAGER/STAFF RECOMMENDATIONS:

Accept third consideration of Ordinance 2189 vacating an Ingress/Egress Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal Publication and notification.

ACTION REQUESTED

Consider motion to accept third consideration of ORDINANCE 2189, sending it on its final passage and publication as required by law.

Consider motion to adopt **RESOLUTION** authorizing the sale of real estate vacated by the City of Ankeny to Hubbell Realty Company.

ATTACHMENTS

1. Ordinance 2189 - Vacate Siena Hills Plat 7
2. Resolution
3. Quit Claim Deed
4. Vacation Exhibit
5. Aerial Map
6. Applicant Letter

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3556

ORDINANCE 2189

**AN ORDINANCE VACATING AN INGRESS/EGRESS EASEMENT ASSOCIATED WITH SIENA HILLS PLAT 7
LOT 1**

WHEREAS, pursuant to notice published in the manner required by law, on the 16th day of December, 2024, this Council held a public hearing on a proposal to vacate an Ingress/Egress Easement as shown on the attached Exhibit “A”;

WHEREAS, this Council finds that all public purpose served by this easement is no longer necessary; and

WHEREAS, this Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ankeny, Iowa:

1. That the City of Ankeny does hereby vacate and release the portion of said easement as shown on the attached exhibit
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication as required by law.

PASSED AND APPROVED this 21st day of January 2025.

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

**1st Con 12/16/24 (P.Hrg.)
2nd Con 01/06/25
3rd Con 01/21/25**

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO HUBBELL REALTY COMPANY

WHEREAS, by Ordinance No. 2189 the City has vacated certain real estate described in attached Exhibit “A”; and

WHEREAS, Hubbell Realty Company has offered to purchase said real estate described in attached Exhibit “A” for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, a public hearing on said vacation and sales was held on the 16th day of December 2024, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase, determines that the offers should be accepted.

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

1. That the City accepts the offer of Hubbell Realty Company to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Exhibit “A”; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver quit claim deeds conveying the aforesaid property to the purchasers upon receipt of the full amount of the purchase price. The Clerk shall compute such amounts.

PASSED AND APPROVED this 21st day of January, 2025.

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3556
Address Tax Statements: Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50266

QUIT CLAIM DEED

BE IT KNOWN BY ALL:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by Hubbell Realty Company, does hereby QUIT CLAIM unto said Hubbell Realty Company, all its right, title, and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EASEMENT VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

DATED this 21st day of January, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this 21st day of January, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bobbi B. Bentz and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 21st day of January, 2025, and the said Bobbi B. Bentz and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

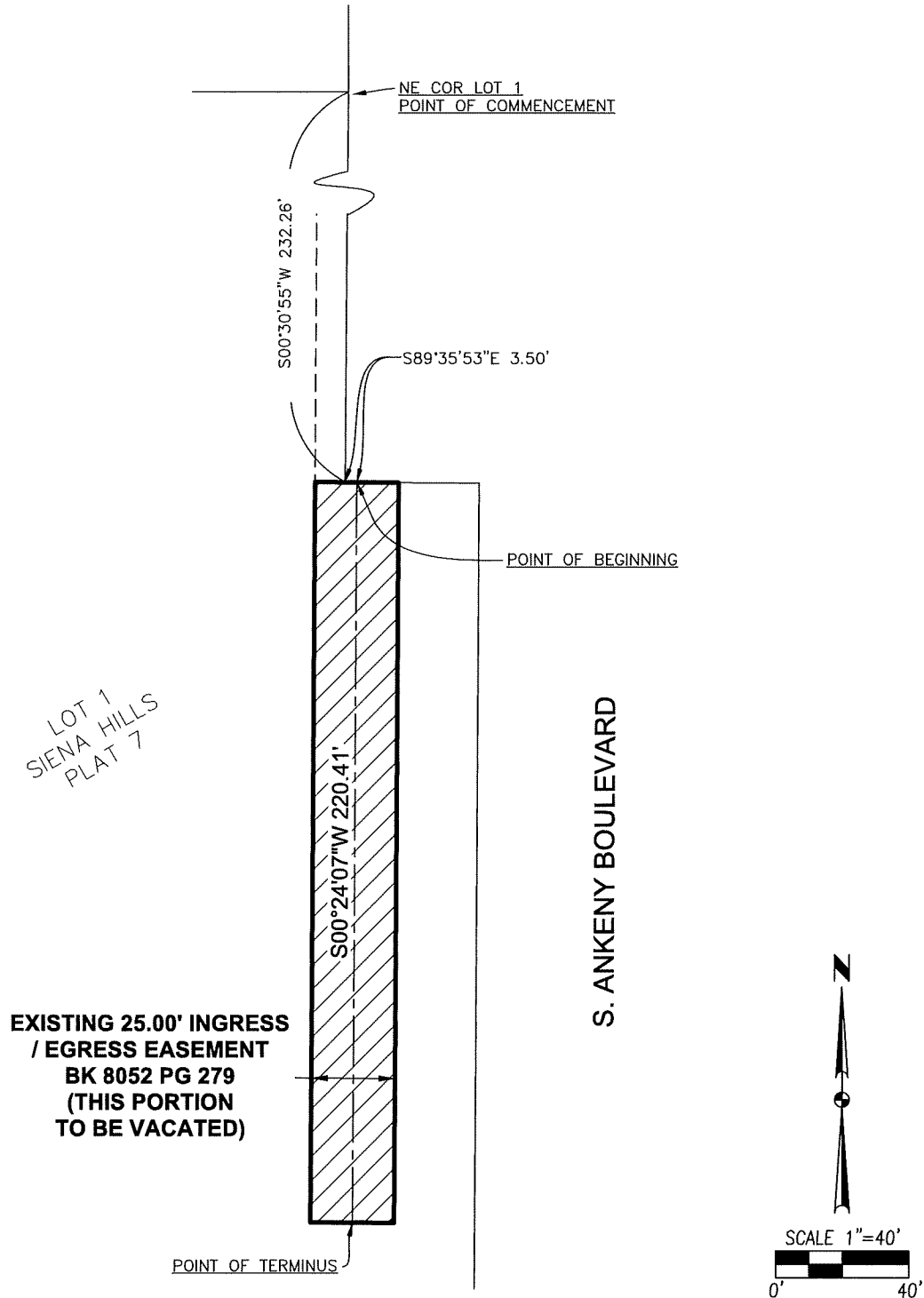
Notary Public in and for the State of Iowa

EXHIBIT 'A' - EASEMENT VACATION PLAT

INGRESS / EGRESS EASEMENT VACATION DESCRIPTION

A PART OF LOT 1, SIENA HILLS PLAT 7, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 25.00-FOOT-WIDE EASEMENT VACATION BEING 12.50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°30'55" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 232.26 FEET; THENCE SOUTH 89°35'53" EAST ALONG SAID EASTERLY LINE, 3.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°24'07" WEST, 220.41 FEET TO THE POINT OF TERMINUS. SAID EASEMENT VACATION CONTAINS 0.13 ACRES (5,510 SQUARE FEET).





1 inch = 278 feet

Date: 10/15/2024

**Siena Hills Plat 7 Lot 1
Ingress/Egress Easement Vacation**





6900 Westown Parkway
West Des Moines, Iowa 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

10/29/2024

City of Ankeny
Attn: Ryan Kirschman
1250 SW District Dr
Ankeny, Iowa 50023

RE: Siena Hills

Ryan,

This letter is intended to accompany our submittal to the City of Ankeny for the vacation of an existing ingress/egress at 2840 S Ankeny Blvd within the Siena Hills PUD.

Attached with this letter is the City vacation and conveyance application, \$400 fee, and the legal description and exhibit for the easement being vacated.

Once approved, we request that the City waits to record the vacation until after the sale of the property is completed and recorded. This ensures no legal changes to the parcel until after Hubbell Realty is the property owner.

Thank you,

Matt Weller
Vice President, Development

HUBBELL REALTY COMPANY
6900 Westown Parkway, West Des Moines, IA 50266
O: 515 280 2041 | M: 515 868 6874
matt.weller@hubbellrealty.com



Licensed in the State of Iowa



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Ord 2190 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa by rezoning certain property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Ordinance – 2nd Reading
LEGAL

EXECUTIVE SUMMARY

The applicant, Denny Elwell Family LC is requesting to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of one parcel, approximately 4 acres in size. The subject property is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. The property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines this property as Highway Commercial (HC).

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On December 3, 2024, the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General

Retail, Highway Oriented, and Central Business Commercial District.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publications and notification. The Plan & Zoning Commission held a public hearing at their meeting on November 19, 2024.

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2190.

ATTACHMENTS

1. ORDINANCE
2. PZ Minutes
3. Staff Report
4. Applicant Letter
5. PZ Stamped Exhibit
6. Aerial
7. Zoning Map
8. Future Land Use Map

ORDINANCE 2190

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY DENNY ELWELL FAMILY LC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO C-2, GENERAL RETAIL, HIGHWAY ORIENTED, AND CENTRAL BUSINESS COMMERCIAL DISTRICT

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of December, 2024, 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 Denny Elwell Family LC, be rezoned from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

WHEREAS, on the 6th day of January, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE NORTH 00°00'15" EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4, 304.98 FEET; THENCE SOUTH 89°38'17" EAST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SE DELAWARE AVENUE; THENCE CONTINUING SOUTH 89°38'17" EAST, 414.01 FEET; THENCE NORTH 00°00'15" EAST, 281.80 FEET; THENCE SOUTH 89°38'17" EAST, 232.16 FEET; THENCE SOUTH 19°56'00" WEST, 208.06 FEET; THENCE SOUTH 01°40'58" WEST, 286.90 FEET; THENCE SOUTH 87°48'10" WEST, 567.25 FEET; THENCE NORTH 00°00'15" EAST, 226.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.00 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 4-acres (+/-) located at the NE Corner of SE Corporate Woods Drive and SE Delaware Avenue, just west of Interstate 35.

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 Denny Elwell Family LC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented, and Central Business Commercial District; and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this _____, day of _____, 2025

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 1/6/25 (P. Hrg.)
2nd Con 1/21/25
3rd Con 2/3/25**

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, November 19, 2024

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

CALL TO ORDER

Chair Ted Rapp called the November 19, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Lisa West, Trina Flack, Glenn Hunter, and Todd Ripper. Absent: Randy Weisheit and Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Deb Gervais, and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the November 19, 2024 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

PUBLIC HEARINGS

Item #3. Denny Elwell Family LC, request to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: L.Hutzell reported the applicant is requesting to rezone property from R-1, One Family Residential District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. She stated that the subject property consists of one parcel, approximately 4 acres in size and is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. L.Hutzell shared that the property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District. She presented The Ankeny Plan 2040 Future Land Use Map, which defines the land use category to be located along major highways with the intent of providing commercial products and services to the motoring public. She provided a list of typical uses for Highway Commercial zoning. She noted that the developer has submitted the required rezoning petitions, public notifications were mailed and published; and that the applicant posted public notification signage as required. L.Hutzell said that staff will present a complete staff report at the next Plan and Zoning Commission meeting on December 3, 2024.

Dean Roghair, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale on behalf of Denny Elwell Family LC. He commented that staff did a nice job presenting the request. He noted that the zoning change makes sense at the corner of two arterial roads and near the interstate interchange. Dean Rogair said he would answer any questions the Commission may have.

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

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

Chair T.Rapp informed the audience that the rezoning will come back before the Commission on Tuesday, December 3, 2024 at 6:30 p.m. to consider their recommendation to City Council.

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, December 3, 2024

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

CALL TO ORDER

Chair Ted Rapp called the December 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Lisa West, Glenn Hunter, and Todd Ripper. Absent: Trina Flack and Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Derek Silverthorn, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the December 3, 2024 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #6. Denny Elwell Family LC, request to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: L.Hutzell reported the applicant is requesting to rezone property from R-1, One Family Residential District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. She stated that the subject property is currently zoned R-1 and consists of one parcel, approximately 4 acres in size. The property is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. L.Hutzell stated that the property to the north is zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District. The Ankeny Plan 2040 Future Land Use Map was presented, which defines the land use category to be located along major highways. L.Hutzell presented the rezoning exhibit stating that the developer has submitted the required rezoning petitions, public notifications were mailed and published; and that the applicant posted public notification signage as required. Staff's position is for the Plan and Zoning Commission to recommend City Council approval for the request by Denny Elwell Family LC to rezone property from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

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

Motion by G.Hunter to recommend City Council approval for the request by Denny Elwell Family LC to rezone property from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. Second by L.West. All voted aye. Motion carried 5 – 0.

Agenda Item: SE Delaware Avenue & SE Corporate Woods Drive Rezoning – Action
Report Date: November 26, 2024
Prepared By: Laura Hutzell *LHC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Elwell Family LC to rezone property from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Project Report

The applicant, Elwell Family LC, is requesting to rezone property from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of one parcel, approximately four acres in size. The subject property is located at the northeast corner of the SE Corporate Woods Drive and SE Delaware Avenue intersection, just west of Interstate 35 and the Corporate Woods exit. The property is currently zoned R-1, One-Family Residence District; property to the north is also zoned R-1, while properties to the west are zoned M-1, Light Industrial District, and properties to the south are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines this property as Highway Commercial (HC). The Ankeny Plan 2040 defines the Highway Commercial land use category as designed to be located along major highways with the intent of providing commercial products and services to the motoring public. Typical uses include gas stations, car washes, car dealerships, fast food and sit-down restaurants, convenience stores, hotels, and banks.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 63.59%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezoning on November 6, 2024; and a legal notice of the proposed rezoning and amendments was published on November 8, 2024. The Zoning Ordinance also requires that the applicant post public notification signage. The applicant posted the signage by November 11, 2024 which meets the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan & Zoning Commission held a public hearing for the proposed rezoning on November 19, 2024. There were no questions or comments from the public during the meeting. A complete recap of the public hearing can be found in the minutes from the meeting.

Summary

The conditions outlined above influence City staff in determining that the proposed change in rezoning property from R-1, One Family Residence District to C-2 General Retail, Highway Oriented, and Central Business Commercial District is appropriate.

Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Elwell Family LC to rezone property from R-1, One Family Residence District to C-2 General Retail, Highway Oriented, and Central Business Commercial District.



DENNY ELWELL COMPANY

Commercial Real Estate & Development

RECEIVED

SEP 25 2024

CITY OF ANKENY

September 25, 2024

City of Ankeny
Eric Jensen / Director of Community Development
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

Dear Eric,

Please accept this letter as my request to rezone our parcel of land, known locally as:

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



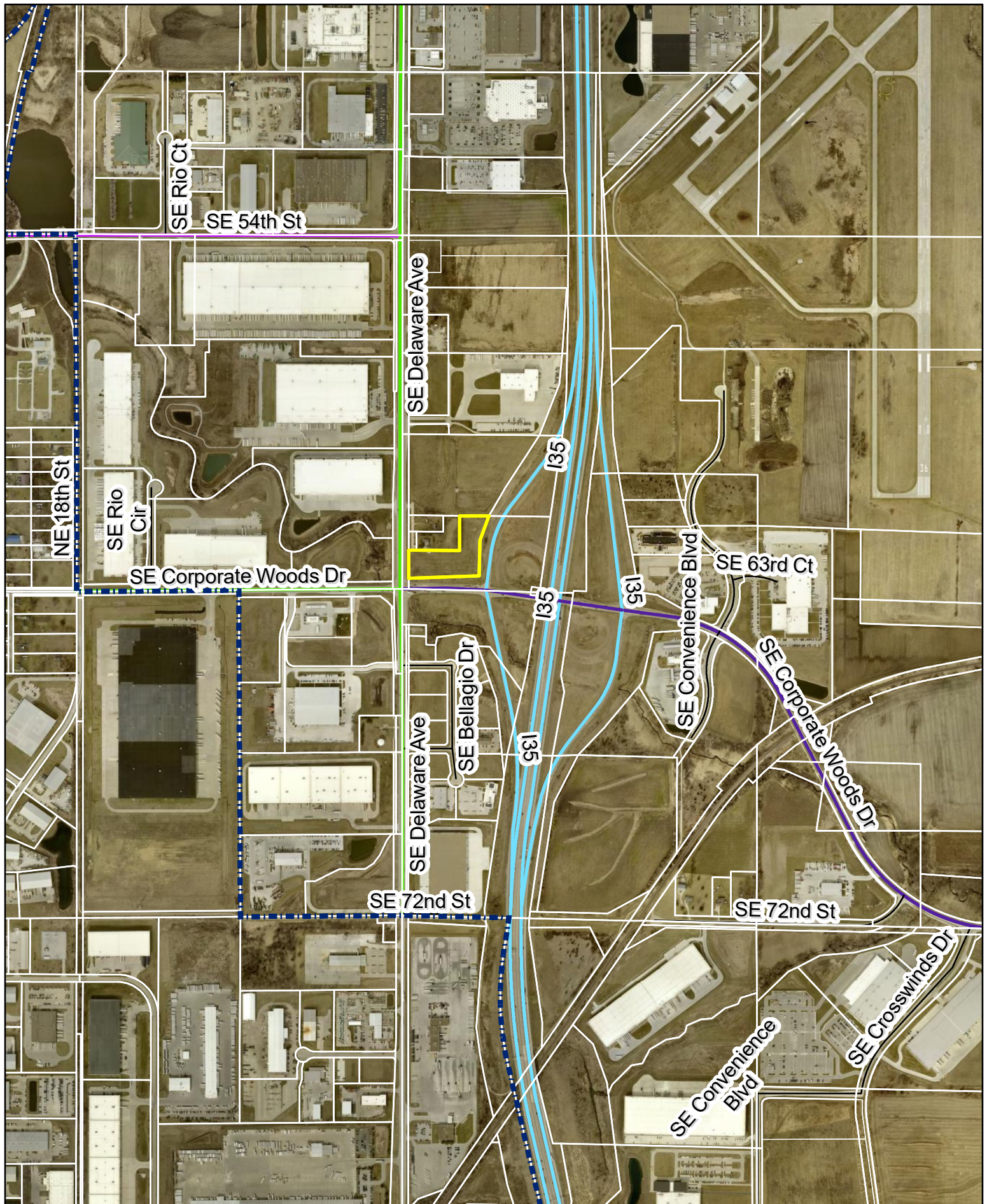
From R-1 Zoning to C-2 Zoning, in conformance with the city comprehensive land use plan. This location is approximately 4 Acres in size.

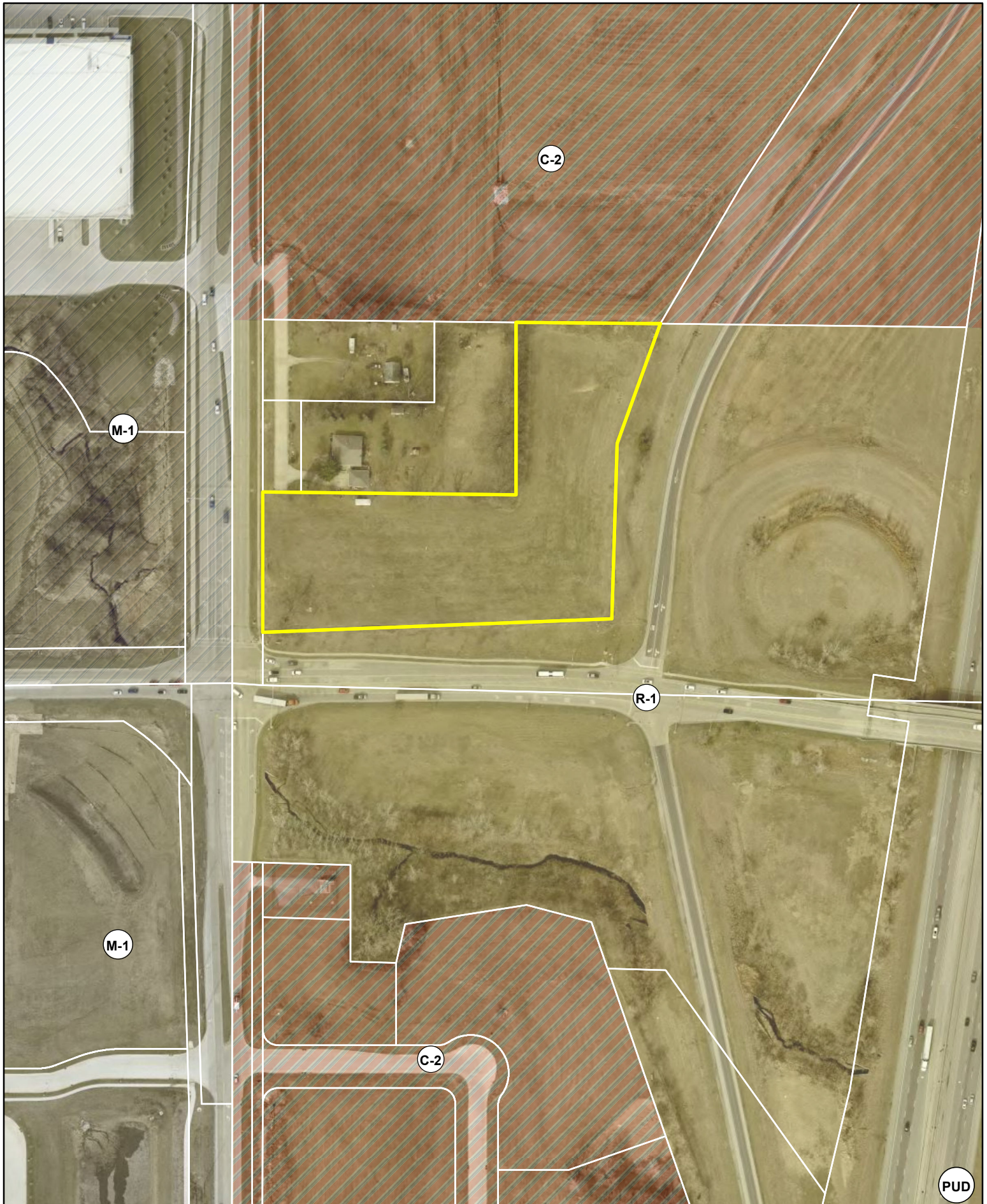
Attached you will also find the Rezoning Application Form, Petition for Rezoning with surrounding lot owners original signatures, and the Application Fee.

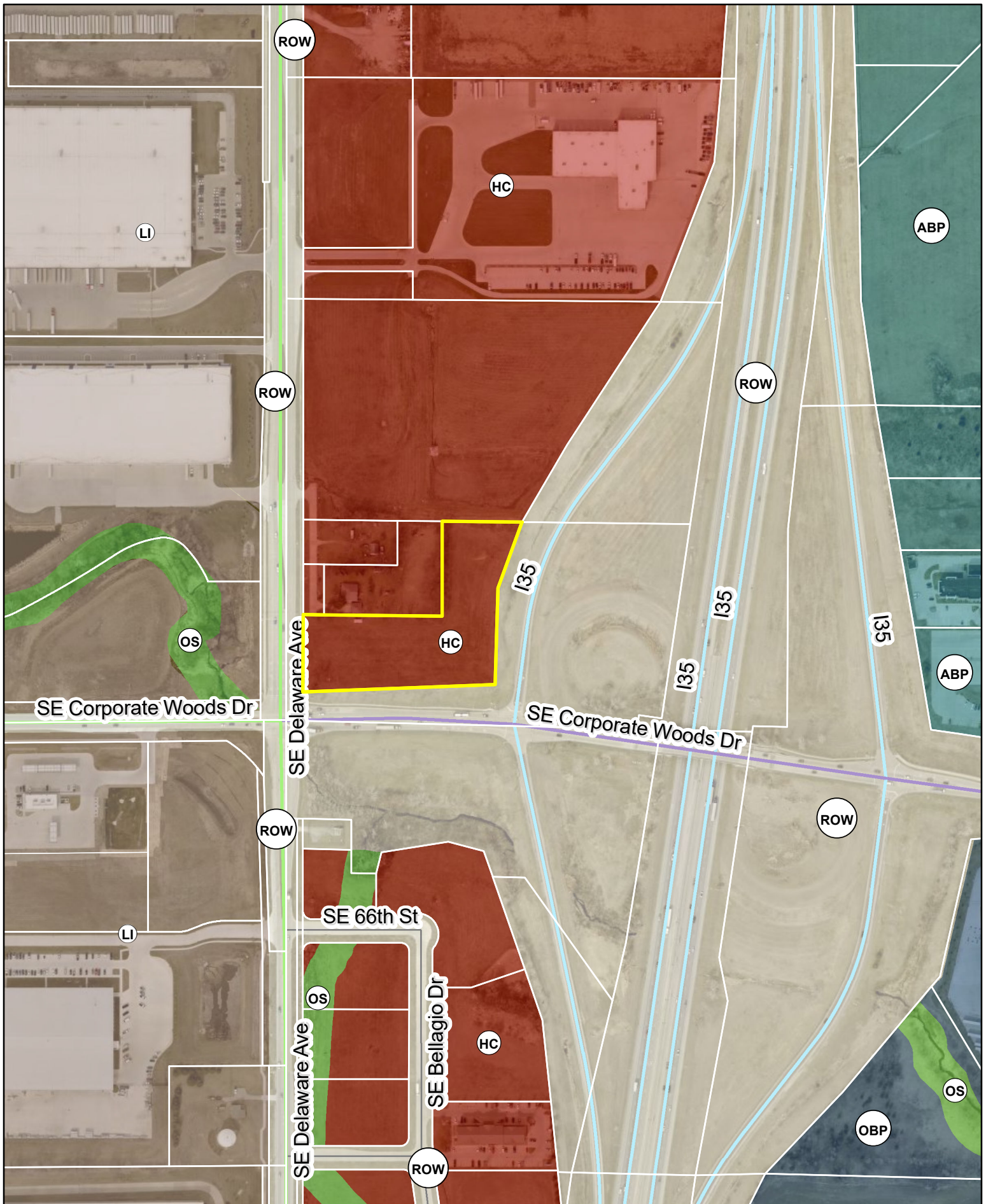
Please feel free to call me with any questions or to discuss this matter in person should you have any questions at (515) 964-1587

Respectfully,

Chris Murray, President & CEO
Denny Elwell Company/Denny Elwell Family LC
515-964-1587









ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Proposed Ankeny North Four Mile Creek Sanitary Sewer Study
Professional Services Agreement with JEO Consulting Group, Inc.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

This project shall include an engineering evaluation of the City's sanitary sewer system within the North Four Mile Creek Sanitary Basin through the expansion and refinement of the City's existing trunk sewer hydraulic model. This project will update the hydraulic model within the North Four Mile Creek Sanitary Sewer Basin utilizing the latest GIS data and development trends, including the potential inclusion of the North Polk Community School District's middle and high school in Alleman. The hydraulic model shall evaluate the system's existing hydraulic capacity and deficiencies, specifically as it relates to the trunk sewers in and adjacent to the Briarwood Golf Club.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Professional Services Agreement with JEO Consulting Group, Inc., for the modeling and analysis of the sanitary sewer system within the North Four Mile Creek Basin in an amount not to exceed \$65,700.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project is included in the City's FY 2025 Operating Budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to approve the Professional Services Agreement with JEO Consulting Group, Inc., for the Ankeny North Four Mile Creek Sanitary Sewer Study in an amount not to exceed \$65,700.00 and the Mayor to execute said agreement.

ATTACHMENTS

1. 240666.00 Agreement_North Four Mile 1-9-2025



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

THIS IS AN AGREEMENT effective as of date signed by Owner between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Ankeny North Four Mile Creek Sanitary Sewer Study ("Project").

JEO Project Number: R240666.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

- B. The lump sum fee breakdown for the Project is:

a. Hydraulic Modeling	\$ 45,900
b. <u>Technical Memorandum</u>	<u>\$ 15,600</u>
c. TOTAL Lump Sum	\$ 61,500

- C. The hourly fee estimate for the Project is:

a. Review Meetings	\$ 3,200
b. <u>Additional Services</u>	<u>\$ TBD</u>
c. TOTAL Hourly Estimate	\$ 3,200

- D. Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.
- E. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.
- F. No additional fees shall be charged without prior written consent of the Owner.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: Bobbi B. Bentz

By: Curtis Kampman, PE

Title: Mayor

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

City of Ankeny

JEO Consulting Group, Inc.

410 West 1st Street

1615 SW Main Street, Suite 205

Ankeny, IA 50023

Ankeny, IA 50023

JEO Consulting Group, Inc.
SCOPE OF SERVICES

Project Description:

This project shall include an engineering evaluation of the City's sanitary sewer system within the North Four Mile Creek sanitary basin through the expansion and refinement of the City's existing trunk sewer hydraulic model. The project will update the hydraulic model within the North Four Mile Creek sanitary basin utilizing the latest GIS data and current development trends, including the potential inclusion of the North Polk Community School District's Central Elementary, Middle School, and High School in Alleman. The hydraulic model shall evaluate the system's existing hydraulic capacity and deficiencies, specifically as it relates to the trunk sewers in and adjacent to the Briarwood Golf Club.

Basic Scope of Services:**A. HYDRAULIC MODELING**

- 1. Objective:** Expand and refine the hydraulic model of the existing sanitary sewer system in the North Four Mile Creek basin.
- 2. Consultant Activities:**
 - a. Model Refinement:
 - i. Use readily available data on the existing sanitary sewer system from the City's GIS to refine and update the City's existing trunk sewer hydraulic model within the North Four Mile Creek Basin using Bentley SewerGEMS. Sanitary trunk sewers shall generally be defined as those sewers with a diameter of 12-inches or greater, or as those serving as an outlet for a notable development or neighborhood.
 - a) The North Four Mile Creek Basin shall generally be defined as the extent shown in Figure 6-4 of the 2018 Ankeny Sanitary Sewer Master Plan, including those areas that have since been annexed or are planned to be annexed and tributary to North Four Mile Creek. Further, the study shall also include approximately 160-acres northwest of the intersection of NW 126th Avenue and NW 16th Street. The northern extent of the basin shall be considered ½ mile south of NW 134th Avenue.
 - b) Utilize field mapping data, as-built data, or assumptions to fill in data gaps as appropriate. Document where assumptions are made within the model and where additional information is needed to confirm assumptions.
 - b. Allocation of Flows:
 - i. Use previously obtained flow meter and precipitation data to confirm separate sanitary baseflow, precipitation-induced groundwater response, and precipitation-induced stormwater water response model inputs, as needed. Data anticipated to include flow meters 12M3 and 16N-65 from the 2018 Ankeny Sanitary Sewer Master Plan.
 - ii. Allocate average dry weather flows to existing and potential future service areas based on available population data and parcel land use/zoning.
 - iii. Allocate precipitation-induced groundwater response and precipitation-induced stormwater water response to existing and potential future service areas based on available sewered area and/or the extent of upstream tributary sewer length.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- c. Model Calibration and RDII Analysis:
 - i. Assess the relative implications of precipitation on wet weather flows within the tributary area based on previously obtained flow meter and precipitation data. Data anticipated to include flow meters 12M3 and 16N-65 from the 2018 Ankeny Sanitary Sewer Master Plan.
 - ii. Compile and run the hydraulic model with existing infrastructure conditions and associated dry weather flow inputs. Dry weather flow scenarios shall include both existing dry weather and future dry weather scenarios.
 - iii. Compile and run the hydraulic model with existing infrastructure conditions and associated wet weather flow inputs. Wet weather flow scenarios shall include both existing wet weather and future wet weather scenarios at the 1-year, 5-year, and 10-year design storm return frequencies. Additional rainfall scenarios may be created if extrapolation of the data is deemed appropriate.
 - iv. Review model output relative to metered flows and perform calibration of model utilizing the previously obtained flow monitoring data.
- d. Modeling Results:
 - i. Based on model results, identify notable trunk sewer system capacity restrictions and potential bottlenecks within the study area for modeled scenarios.
 - ii. Specifically evaluate the hydraulic impact of existing and future flows on the trunk sewer and adjacent branch sanitary sewers of the Briarwood Golf Club during modeled scenarios, as well as the 18" sanitary sewer underneath Four Mile Creek south of NE 47th Street.

3. Task Deliverables:

- a. The following deliverables are anticipated.
 - i. Updated hydraulic model of the North Four Mile Creek Basin.

B. TECHNICAL MEMORANDUM

- 1. Objective:** Summarize the hydraulic modeling phase in an abbreviated final report/technical memorandum.
- 2. Consultant Activities:**
 - a. Technical Memorandum:
 - i. Develop a draft technical memorandum that summarizes the findings of the hydraulic modeling phase.
 - ii. Provide a summary and exhibit demonstrating the extent of the hydraulic modeling undertaken including an inventory of the modeled sanitary sewer system with narrative of the modeled system's major components.
 - iii. Tabulate and summarize the findings of previously obtained flow and precipitation monitoring evaluations in the tributary area.
 - iv. Discuss the methodology of the hydraulic model's construction and calibration, along with a general overview of the hydraulic modeling results, highlighting any notable hydraulic issues identified.
 - v. The report shall contain the following general sections:
 - a) Introduction & Background
 - b) Existing Sanitary Sewer System Infrastructure
 - c) Historical Flow & Precipitation Monitoring Analysis

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- d) Hydraulic Modeling Analysis & Results
- vi. Perform internal quality assurance and quality control (QA/QC) reviews of the draft technical memorandum at 50% and 90% completion.
- vii. Submit an electronic PDF copy of the drafted technical memorandum to Owner at 90% completion for review and comment. Paper copies available upon request.
- viii. Revise report based on comments from internal QA/QC and Owner review.
- ix. Provide an electronic PDF copy of the final technical memorandum to Owner for Owner's use and records. Up to seven (7) paper copies available upon request.

3. Task Deliverables:

- a. The following deliverables are anticipated:
 - i. Technical memorandum summarizing the results of the hydraulic modeling.

C. REVIEW MEETINGS

- 1. Objective:** Review the hydraulic modeling and technical memorandum deliverables with the Owner for communication of results and feedback on deliverables.

2. Consultant Activities:

- a. Workshop #1 Meeting:
 - i. Conduct a workshop with Owner staff to present the initial findings of the Hydraulic Modeling phase.
- b. Workshop #2 Meeting:
 - i. Conduct a final review meeting with Owner staff to review the final hydraulic model and 90% draft technical memorandum.

3. Task Deliverables:

- b. The following deliverables are anticipated:
 - i. Workshop #1 review meeting agenda, materials, and minutes.
 - ii. Workshop #2 review meeting agenda, materials, and minutes.

Project Time Frame:

- A. Hydraulic Modeling:
 - a. Complete initial hydraulic modeling activities to bring model to 90% completion within 120 calendar days of authorization to proceed.
 - b. Conclude final hydraulic modeling activities prior to Workshop #2.
- B. Technical Memorandum:
 - a. Submit 90% draft Technical Memorandum to Owner within 60 calendar days of Workshop #1.
 - b. Submit 100% final Technical Memorandum to Owner within 30 calendar days of receipt of Owner's 90% review comments at Workshop #2.
- C. Review Meetings:
 - a. Conduct Workshop #1 with initial hydraulic modeling results within 120 calendar days of authorization to proceed.
 - b. Conduct Workshop #2 within 60 calendar days of Workshop #1.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

Important Project Assumptions:

- A. The Owner shall provide available information that may be necessary for the evaluation of Owner's sanitary sewer system including zoning and land use base maps, as-built drawings, plans, specifications, available flow and precipitation monitoring data, and the existing hydraulic model.
- B. The Owner's GIS data shall be relied upon for the construction of the hydraulic model. The data contained within the Owner's existing GIS framework is comprehensive in nature and generally contains accurate information regarding the physical characteristics of the existing sanitary sewer system, such as pipe diameters, pipe slopes, pipe connectivity, pipe invert elevations, and manhole rim elevations.

Items not included with this scope of services (can be negotiated if requested):

- A. Field survey of sanitary sewer infrastructure.
- B. Physical condition assessment of sanitary sewer infrastructure.
- C. Acquisition of new flow or precipitation monitoring data.
- D. Capital improvements planning, including preliminary plan and profile data or cost estimates.
- E. Operations and maintenance procedure review.
- F. Policies and standards review.
- G. Geotechnical investigations.
- H. Wetland, archeological, historical, or cultural resource investigations.
- I. Meetings not outlined in the scope of services.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

January 21, 2025
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Council Vacancy Appointment

ORIGINATING DEPARTMENT

City Manager's Office

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The City Council of the City of Ankeny, Iowa has determined it to be in the best interest of the City to fill the Council vacancy created by the Mayoral appointment, which became effective on December 16, 2024, by appointment in accordance with Iowa Code Section 372.13(2). The Council accepted applications from December 20, 2024 through noon, January 10, 2025.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On December 16, 2024, Council approved resolution 2024-502, providing for notice of intent to fill council vacancy by appointment.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Notice of Intent to Fill a vacant unexpired term was published in the Des Moines Register on January 3, 2025.

ACTION REQUESTED

Consider motion to adopt **RESOLUTION** appointing a council member to fill a vacant unexpired term.

ATTACHMENTS

1. Applicant List for vacant council seat
2. Res- Appoint Council Member to fill Vacancy

Council Vacancy Applicant List
Deadline: Noon, January 10, 2025

First Name	Last Name
Jill	Stanley
Raymond	Delin
Armin	Hasanamidzic
Josh	Craighead
Dustin	Graber
Brandon	Banker
Sean	Foster
Scott	Ferguson
Daniel	Miller
David	Grittmann
Matthew	Davis
Kyle	Huffman
Monica	Schultz
Kristen	Himes
Noah	Westercamp
Chad	Kirschbaum
Jenn	Christianson
Derek	Haugen
Jamila	Jones
Lorrain	Bremer-Jaacks
Mike	Bentley
Jason	Follett
David	Carney
John ("Jack")	Stinogel
Margaret J	Seals
Anne	Bacon
Tammy	Murphy
Heather	Sanders
Philip	Tuning
Samuel	Malkasian
Meghan	O'Brien
Robert	Oxenford
Sanela	Kremic
Noah	Hackbart
Angela	Luttenegger
Alicia	Youngers

RESOLUTION 2025-

**RESOLUTION APPOINTING A COUNCIL MEMBER TO FILL A VACANT
UNEXPIRED TERM**

WHEREAS, the City of Ankeny has a responsibility to maintain a fully constituted council for the effective governance and representation of the community; and

WHEREAS, a vacancy has arisen on the City Council due to Bobbi Bentz being appointed to the office of Mayor on December 16, 2024. The City Council has authority, as described in section 372.13(2) of the Code of Iowa, to fill a vacancy; and

WHEREAS, on December 16, 2024 the City Council approved a resolution providing for notice of intent to fill said vacancy by appointment, and at the direction of the City Council, the Clerk caused a notice to be published on January 3, 2025 in the Des Moines Register, a newspaper of general circulation in the English language within the City of Ankeny, Iowa; and

WHEREAS, the City Council finds that _____ is the person who is qualified, ready, willing, and able to serve on the City Council, and the City Council does hereby appoint _____ to the office of City Council for the City of Ankeny, Iowa. Pursuant to section 372.13(2) of the Code of Iowa, said appointment shall be for the period until the next pending election unless there is timely filed in the office of the City Clerk a petition calling for a special election and bearing the requisite number of signatures of eligible electors.

BE IT RESOLVED by the City Council of Ankeny, Iowa, that _____ is hereby appointed as Council Member for the City of Ankeny, Iowa. The Mayor shall administer the oath of office. The Mayor and city staff are authorized and directed to do all other things necessary and convenient to carry out the purposes of this resolution.

PASSED, ADOPTED AND APPROVED this 21st day of January 2025.

Bobbi Bentz, Mayor

ATTEST: _____
Michelle Yuska, City Clerk