



ANKENY CITY COUNCIL

Regular Meeting
Monday, August 18, 2025
5:30 PM

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

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, 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=OEFocWZGS0NYUmtNVHNxcWZFak9Pd09>

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

A. PUBLIC FORUM:

B. APPROVAL OF AGENDA:

1. Approval of the August 18, 2025 Agenda

Consider motion to approve and accept the August 18, 2025 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2025-60 A request to vacate a Public Utility Easement located on Lot 1, Harvest Ridge

Consider motion to close Public Hearing 2025-60.

Consider motion to accept first consideration of ORDINANCE 2236.

2. PH 2025-61 Proposed 2025 Trestle Ridge Park Improvements

Consider motion to close Public Hearing 2025-61.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost \$590,980.00, Alt. #1 \$18,000.00; 2) receive and file report of bids received August 12, 2025; and 3) RESOLUTION making award of construction contract with Jasper Construction Services, Inc. in the amount of \$469,159.00.

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 August 4, 2025 as published, subject to correction, as recommended by the City Clerk.
- CA - 2.** Receive and file minutes of the Plan and Zoning Commission meeting of July 22, 2025.
- CA - 3.** Receive and file minutes of the Zoning Board of Adjustment meeting of July 22, 2025.
- CA - 4.** Receive and file minutes of the Civil Service Commission meeting of August 13, 2025, subject to correction as recommended by the Clerk of the Commission.

• **LICENSES AND PERMITS**

- CA - 5.** Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor/Device Permits.
- CA - 6.** Consider motion to approve the issuance of liquor licenses and beer/wine permits.

• **FINANCE/BUDGET**

- CA - 7.** Consider motion to receive and file Financial Reports for July 2025.
- CA - 8.** Consider motion to receive and file Building Permit Report for July 2025.
- CA - 9.** Consider motion to receive and file the Utility Billing Report for July 2025.
- CA - 10.** Consider motion to approve Change Order #2 increasing the contract amount by \$0 to Absolute Group for construction services on the 2025 Annual Storm Sewer Repairs - Package 2 project.
- CA - 11.** Consider motion to approve Change Order #5 increasing the contract amount by \$3,050.00 with HPC, LLC for construction services associated with Fire Station No. 4.
- CA - 12.** Consider motion to approve Change Order #1 increasing the contract amount by \$1,700.00 to TK Concrete, Inc. for construction services on the 2025 Pedestrian Ramp Improvements Program - Briarwood South project.

- CA - 13.** Consider motion to approve Payment #3 in the amount of \$11,918.22 to Absolute Group for construction services on the 2024 Annual Storm Sewer Repairs - Pkg 2 project.
- CA - 14.** Consider motion to approve Payment #4 in the amount of \$105,744.98 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements – Phase 4.
- CA - 15.** Consider motion to approve Payment #18 in the amount of \$55,920.99 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.
- CA - 16.** Consider motion to approve Payment #5 in the amount of \$4,982.27 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange Improvements project.
- CA - 17.** Consider motion to approve Payment #9 in the amount of \$431,015.00 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.
- CA - 18.** Consider motion to approve Payment #5 in the amount of \$79,603.14 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Phase 1 project.
- CA - 19.** Consider motion to approve Payment #32 in the amount of \$18,047.82 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 20.** Consider motion to approve Payment #2 in the amount of \$143,753.05 to Iowa Contracting, Inc., for construction services on the 2025 PCC Street Patching project.
- CA - 21.** Consider motion to approve Payment #1 in the amount of \$1,662.50 to Land Management Services, for construction services on the 2025-2026 Native Vegetation Maintenance project.
- CA - 22.** Consider motion to approve Payment #17 in the amount of \$19,591.80 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.
- CA - 23.** Consider motion to approve Payment #2 in the amount of \$229,413.60 to OMG Midwest Inc., DBA Des Moines Asphalt & Paving, for construction services on the 2025 Asphalt Street Resurfacing Program project.
- CA - 24.** Consider motion to approve Payment #4 in the amount of \$86,571.03 to On Track Construction, LLC, Inc., for construction services on the SW Walnut Street and SW Ordinance Road Water Main project.
- CA - 25.** Consider motion to approve Payment #13 in the amount of \$141,774.91 to Rognes Corporation, for construction services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 26.** Consider motion to approve Payment #4 in the amount of \$47,728.51 to Shekar Engineering, PLC, for construction services on the 2025 PCC Reconstruction Program - SE 8th Street project.

- CA - 27.** Consider motion to approve Payment #28 in the amount of \$561.22 to SVPA Architects Inc. for reimbursable expenses associated with construction administration services for the Ankeny Fire Station No. 4 project.
- CA - 28.** Consider motion to approve Payment #1 in the amount of \$57,992.75 to TK Concrete, Inc., for construction services on the 2025 Pedestrian Ramp Improvements Program - Briarwood South project.
- CA - 29.** Consider motion to approve Payment #4 in the amount of \$125,735.35 to Van Maanen Electric, Inc., for construction services on the Fiber Optic Network Upgrade project.
- CA - 30.** Consider motion to approve Payment #2 in the amount of \$14,730.00 to Veenstra & Kimm, Inc. for engineering services on the Water Tower - Design Services project.
- CA - 31.** Consider motion to approve the August 18, 2025 Accounts Payable.
- CA - 32.** Consider motion to approve Supplemental Agreement No. 2 to the Professional Services Agreement increasing the contract amount by \$36,540.71 with Snyder & Associates, Inc. for construction administration, construction observation, construction staking, and record drawings for the Sawgrass Park Dam Improvements project.
- CA - 33.** Consider motion to approve the purchase of a towable grapple trailer for the Public Works Department in an amount not to exceed \$44,900.00, plus up to 10% of the estimated purchase price (\$4,490.00) for potential increases in the cost of the trailer due to market conditions.
- CA - 34.** Consider motion to approve the purchase of replacement parts for the FlowRider at the Cascade Falls Aquatic Center in an amount not to exceed \$142,295.00.
- CA - 35.** Consider motion to approve the purchase of a 2026 Chevrolet Silverado 1500 4WD for the Police Department in an amount not to exceed \$30,665.50.

- **PERSONNEL ITEMS**

- CA - 36.** Consider motion to accept the Civil Service Commission certified list for promotion to Civil Engineering Technician II, subject to passing any further departmental requirements.

- **COMMUNITY DEVELOPMENT ITEMS**

- CA - 37.** Consider motion to approve the Trestle Ridge Estates Phase 3 Preliminary Plat and accept the public street name NW Trailside Drive.
- CA - 38.** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 6925 SE Four Mile Drive and associated with the development of the Old Dominion Freight Line Ankeny Terminal Expansion Site Plan.

- **ENGINEERING ITEMS**

- CA - 39.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Garrett and Haley Casteline - 102 SW Sharmin Drive)
- CA - 40.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving

documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Scott and Rebekah Iler - 101 SW Arlan Drive)

- CA - 41.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (Vince T. Weber and Sharon E. Lesan as Trustees of the Lesan-Weber Trust - 401 SW Westlawn Drive)
- CA - 42.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (MCL Properties 2, LLC - 2020 W 1st Street)
- CA - 43.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (MCL Properties 2, LLC - 2010 W 1st Street)
- CA - 44.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Colonial Developers 2, LLC - 1901 W 1st Street)
- CA - 45.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Bloyer Rentals, LLC - 2302 W 1st Street)
- CA - 46.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Bradley and Carmen Brown - 2210 W 1st Street)
- CA - 47.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Sleister Properties, LLC - 2201 W 1st Street)
- CA - 48.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (Barbara Birtcher & Randy and Jaycianna Ashley - 514 SW Westlawn Drive)
- CA - 49.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of fee title & permanent storm sewer and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (JaDee Holdings, L.L.C. - 1515/1517 SW 4th Street)
- CA - 50.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of fee title and permanent storm sewer easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (Seidl Properties, LLC - 1514/1516 SW 4th Street)

- CA - 51.** Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sanitary sewer, permanent storm sewer, and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (JaDee Holdings, L.L.C. - 402/404 SW Westview Drive)
- CA - 52.** Consider motion to adopt **RESOLUTION** authorizing the execution of an agreement between Polk County, Iowa, and the City of Ankeny, Iowa, for the Fourmile Creek Stream Restoration (NE 54th St. to NE 47th St.) project.
- CA - 53.** Consider motion to accept a proposal from Visu-Sewer, LLC in the amount of \$13,750.00 for the construction of the 2025 Storm Structure Grouting project.
- CA - 54.** Consider motion to accept a proposal from Visu-Sewer, LLC in the amount of \$15,807.00 for the construction of the Injection Grout and Joint Sealing - 72-inch RCP project.
- CA - 55.** Consider motion to adopt **RESOLUTION** authorizing the execution of a Predesign Agreement For Primary Road Project between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of responsibilities for the proposed Roundabout at the intersection of US 69 and NE 126th Avenue project.
- CA - 56.** Consider motion to adopt **RESOLUTION** accepting public improvements in I-80 Commerce Center for utilities.

• **CAPITAL IMPROVEMENT PROJECTS**

- CA - 57. 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$600.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with TK Concrete, Inc. in the amount of \$170,640.00; and d) Final Payment #3 in the amount of \$30,960.98; Retainage Payment in the amount of \$8,532.00.
- CA - 58.** Consider motion to adopt **RESOLUTION** authorizing the execution of the Certificate of Substantial Completion for the Fire Station No. 4 Construction Improvements as completed by HPC, LLC.

• **ADMINISTRATIVE ITEMS**

- CA - 59.** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to submit an application for funding through the Polk County Community Development Grant Program for amenities associated with the High Trestle Trail Experience Park and commitment of matching funds for proposed improvements.
- CA - 60.** Consider motion to receive and file the Ankeny SummerFest 2025 Report.
- CA - 61.** Consider motion to adopt **RESOLUTION** authorizing the execution of a Memorandum of Understanding between the City of Ankeny, Iowa, and the cities of Madrid, Sheldahl, Slater, and Woodward; and the Boone County Conservation Board, Polk County Conservation Board, Dallas County Conservation Board and Story County Conservation Board for joint maintenance of the High Trestle Trail.

• **ORDINANCES**

- CA - 62.** Consider motion to accept third consideration of **ORDINANCE 2234**, an Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 197, Zoning Regulations, sending it on its final passage and

publication as required by law.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-62

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-62.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS:

G. LEGISLATIVE BUSINESS:

- **APPROVAL OF ORDINANCES:**

- 63.** Ord 2235 An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 41, Public Health and Safety.

Consider motion to accept second consideration of ORDINANCE 2235.

- 64.** Ord 2237 An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 122, Non-Franchise Utility Accommodation.

Consider motion to accept first consideration of ORDINANCE 2237.

- 65.** Ord 2238 An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 151, Excavations.

Consider motion to accept first consideration of ORDINANCE 2238.

H. OLD BUSINESS:

I. NEW BUSINESS:

J. ADMINISTRATIVE BUSINESS:

- **REPORT OF THE CITY STAFF:**

City Manager

- **REPORT OF THE GOVERNING BODY:**

Mayor Bentz

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

- **FUTURE COUNCIL AGENDA ITEMS:**

- Council Action Planning Session - 9/2/25 @ 5:30 p.m.
- Regular City Council Meeting - 9/15/25 @ 5:30 p.m.

K. ADJOURNMENT



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Approval of the August 18, 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 August 18, 2025 agenda, with or without amendment.

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

PH 2025-60 A request to vacate a Public Utility Easement located on Lot 1, Harvest Ridge Plat 1 and Lot 1, Harvest Ridge Plat 2

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

These Public Utility Easements were originally platted with Harvest Ridge Plat 1 and Harvest Ridge Plat 2. With the Courtyards at Harvest Ridge Plat 2 approval, the single-family lots were rotated to front onto NE Oak Lane. New Public Utility Easements are established, and the original easements are no longer necessary.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request to vacate the Ingress/Egress Easement.
Accept first consideration of Ordinance 2236 vacating a Public Utility Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-60.

Consider motion to accept first consideration of ORDINANCE 2236.

ATTACHMENTS

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



PUBLIC HEARING 2025-60

5:30 P.M.

AUGUST 18, 2025

**PROPOSED VACATION OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 1, HARVEST
RIDGE PLAT 1 AND LOT 1, HARVEST RIDGE PLAT 2**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2236 vacating a Public Utility Easement located on Lot 1, Harvest Ridge Plat 1 and Lot 1, Harvest Ridge Plat 2.

Notice of this hearing was published in the Des Moines Register on the 8th day of August, 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 2025-60.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2236.

WHEN RECORDED RETURN TO:

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

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023

Phone: 515-963-3558

ORDINANCE XXXX

**AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT LOCATED ON
LOT 1, HARVEST RIDGE PLAT 1 AND LOT 1, HARVEST RIDGE PLAT 2**

WHEREAS, pursuant to notice published in the manner required by law, on the 18th day of August 2025, this Council held a public hearing on a proposal to vacate a Public Utility Easement as shown on the attached Easement Vacation Plat;

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 said Easement as shown on the attached Easement Vacation Plat; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication as required by law.

PASSED AND APPROVED this 15th day of September 2025.

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

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

**1st Con _____ (P.Hrg.)
2nd Con _____
3rd Con _____**

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. LOT 1, LOT 2, & OUTLOT Z
COURTYARDS AT HARVEST RIDGE PLAT 1
SEC. 36-81-24
REQUESTED BY:
COURTYARDS AT HARVEST RIDGE LLC

EASEMENT VACATION PLAT

EASEMENT VACATION DESCRIPTION

THE EAST 5.00 FEET EXCEPT THE SOUTH 17.00 FEET AND THE NORTH 10.00 FEET OF LOT 1, HARVEST RIDGE PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

AND

THE WEST 5.00 FEET EXCEPT THE SOUTH 17.00 FEET AND THE NORTH 10.00 FEET EXCEPT THE EAST 10.00 FEET OF LOT 1, HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DATE OF SURVEY

07/22/2025

OWNER

COURTYARDS AT HARVEST RIDGE LLC
3611 NE OTTERVIEW CIR STE 42
ANKENY, IA 50021-7775

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND	SET
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I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

PT. LOTS 1, 2, & OL Z, COURTYARDS AT HARVEST RIDGE PLAT 2

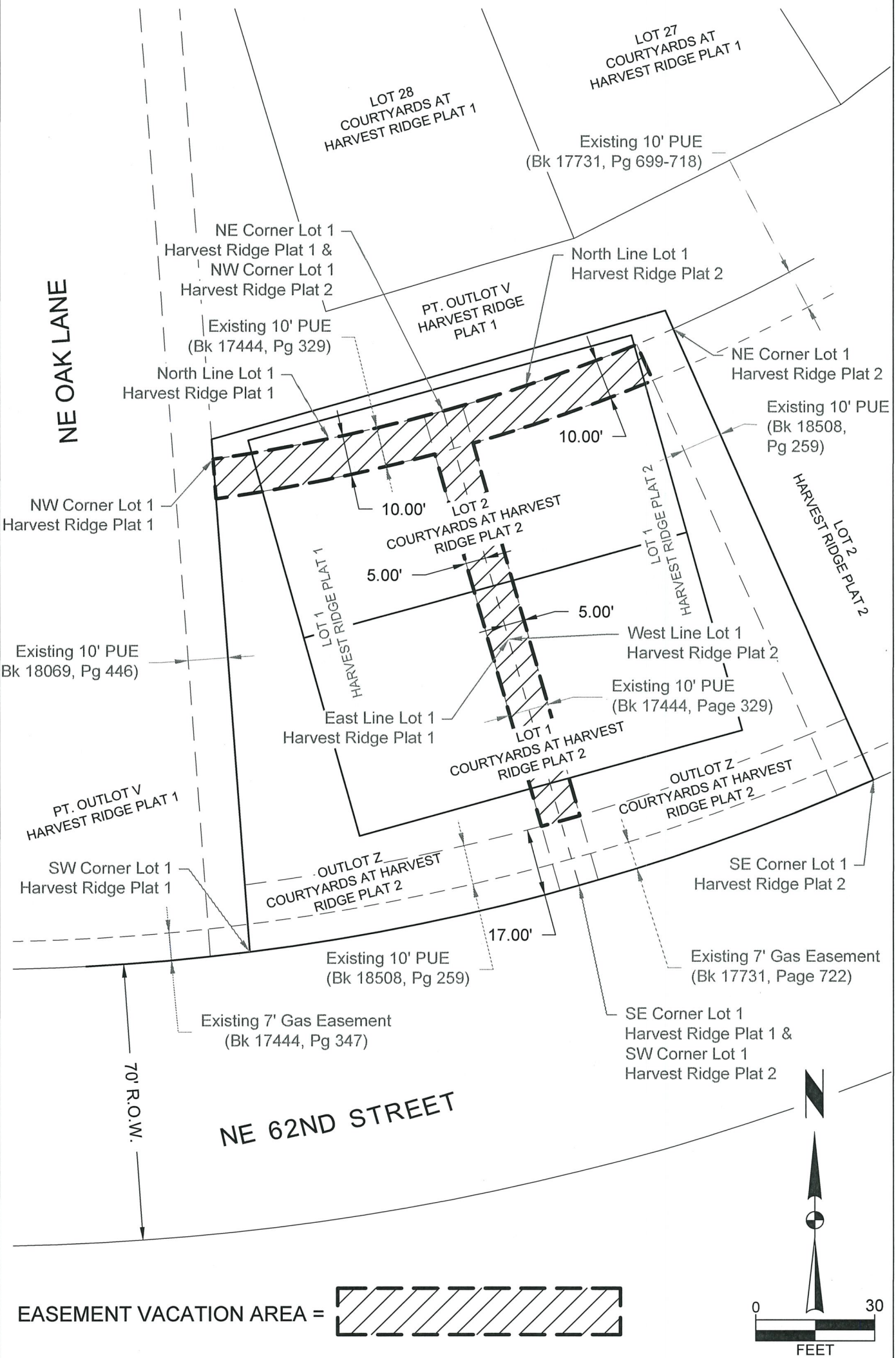
EASEMENT VACATION PLAT



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 2
PN: 121.0143.01
T-R-S:81N-24W-36
DATE: 07/22/2025
PM/TECH: EDG/AJD

EASEMENT VACATION PLAT



PT. LOTS 1, 2, & OL Z, COURTYARDS AT HARVEST RIDGE PLAT 2
EASEMENT VACATION PLAT



2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 2
PN: 121.0143.01
T-R-S:81N-24W-36
DATE: 07/22/2025
PM/TECH: EDG/AJD



June 20, 2025

Honorable Mayor & City Council
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50023

RE: COURTYARDS AT HARVEST RIDGE PLAT 2
EASEMENT VACATION REQUEST
S&A PROJECT NO. 121.0143.01A

Dear Honorable Mayor and City Council Members:

On behalf of Courtyards of Harvest Ridge, LLC, please find the accompanying request to vacate a PUE on Lot 1 Harvest Ridge Plat 1 and Lot 1 Harvest Ridge Plat 2. These lots are being replatted and rotated with Courtyards at Harvest Ridge Plat 2.

There are no utilities installed in these PUE's to be vacated and new PUE's to replace these easements have been provided with Harvest Ridge Plat 2. We have received letters of authorization from Lumen/Centurylink and Mid-American Energy and are awaiting correspondence from Mediacom and Huxley Communications.

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,
SNYDER AND ASSOCIATES, INC.



Jon L. Hanson, P.E.

cc: Nick Jensen, Courtyards at Harvest Ridge, LLC
James Lindgren, Courtyards at Harvest Ridge, LLC
Justin Bauer, Clarity Construction
file



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

PH 2025-61 Proposed 2025 Trestle Ridge Park Improvements

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

Enhance Quality of Life

ACTION REQUESTED

Public Hearing
Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The 2025 Trestle Ridge Park Improvements project includes grading, utilities, installation of PCC paving, and permanent seeding at Trestle Ridge Park, located at 3707 NW Reinhart Drive. Other associated improvements include subgrade preparation, storm sewer, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, erosion control, temporary traffic control, pavement markings, basketball hoop installation, tree and shrub installation, existing lawn improvements (ADD ALT), and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, August 12, 2025. Eleven (11) bids were received as follows:

	Base Bid	Alt #1	Total
1. Gold Key Construction	\$393,146.11	\$6,300	\$399,446.11*
2. Jasper Construction Services, Inc.	\$461,959.00	\$7,200	\$469,159.00
3. Caliber Concrete, LLC	\$470,848.63	\$7,200	\$478,048.63
4. Absolute Group	\$480,434.00	\$7,200	\$487,634.00
5. Concrete Connection, LLC	\$494,960.50	\$9,000	\$503,960.50
6. Graphite Construction Group	\$494,176.00	\$13,590	\$507,766.00
7. MPS Engineers, PC	\$512,524.00	\$7,200	\$519,724.00
8. On Track Construction, LLC	\$520,618.00	\$12,132	\$532,750.00
9. Brothers Cleaning Corp	\$527,561.50	\$7,920	\$535,481.50
10. TK Concrete, Inc.	\$572,915.00	\$7,875	\$580,790.00

11. Howrey Construction	\$601,605.00	\$18,000	\$619,605.00
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*Bidder deemed Non-Responsive due to being unable to meet the project's minimum requirements.

The Engineer's Estimate for the project was a base bid of \$590,980.00, with an Alt #1 estimate of \$18,000.00. The bids ranged from approximately 2% above to 33% below the base bid estimate. Jasper Construction has completed successful projects for the City in the past and they have the technical experience and capacity to complete this project. The Parks & Recreation Department recommends awarding the 2025 Trestle Ridge Park Improvements project to Jasper Construction of Newton, Iowa.

Pending project approval and award by the City Council, the contractor shall commence work on the improvements any time after a written Notice to Proceed is issued, no later than September 16, 2025. The Contractor shall complete all grading, utility installation, paving, and erosion control no later than November 14, 2025. The contractor shall fully complete the overall project no later than May 15, 2026.

Staff is currently working with Jasper Construction on securing contracts and bonds. Staff anticipates contracts and bonds to be presented for approval at the September 2, 2025, City Council meeting.

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) estimated cost (\$ \$590,980.00), (Alt. #1 \$18,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the Trestle Ridge Park Improvements project.
3. Receive and file the report of bids received on August 12, 2025.
4. Approve Resolution, making award of construction contract to Jasper Construction Services, Inc. of Newton, Iowa in the amount of \$469,159.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

July 21, 2025: The City Council approved a Resolution ordering construction and setting the bid opening date as August 12, 2025, and setting the public hearing date as August 18, 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 was held in May 2025. Adjacent park property owners will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-61.

Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract, estimate of cost \$590,980.00, Alt. #1 \$18,000.00; 2) receive and file report of bids received August 12, 2025; and 3) **RESOLUTION** making award of construction contract with Jasper Construction Services, Inc. in the amount of \$469,159.00.

ATTACHMENTS

1. PH Coversheet

2. RES - Plans, Specs - 2025 Trestle Ridge Park Improvements - Ankeny
3. Bid Sheet
4. Bid Tab
5. Location Map
6. RES - making award - 2025 Trestle Ridge Park Improvements - Jasper Construction



PUBLIC HEARING 2025-61

5:30 P.M.

AUGUST 18, 2025

PROPOSED 2025 TRESTLE RIDGE PARK IMPROVEMENTS

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 Trestle Ridge Park Improvements project. Notice of this hearing was published in the Des Moines Register on the 1st day of August, 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, Nick Lenox, Parks and Recreation 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 2025-61.
- ☐ Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$590,980.00, Alt. #1 \$18,000.00; 2) receive and file report of bids received August 12, 2025; and 3) adopt **RESOLUTION** making award of construction contract with Jasper Construction Services, Inc in the amount of \$469,159.00.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 TRESTLE RIDGE PARK IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 TRESTLE RIDGE PARK IMPROVEMENTS

WHEREAS, on the **21st** day of **July**, 2025, 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 Trestle Ridge Park Improvements; and

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

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

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

PASSED AND APPROVED this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

BID LETTING

10:30 A.M.

AUGUST 12, 2025

2025 TRESTLE RIDGE PARK IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2025 Trestle Ridge Park Improvements in accordance with the Plans and Specifications prepared by Confluence.

Nick Lenox, Parks and Recreation Director

Project Estimate of Cost \$ 590,980⁰⁰ Base Bid \$ 18,000.00 Add Alternate

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Jasper Construction Services, Inc. 928 N 19th Ave E Newton IA 50208	\$ 469,159. ⁰⁰	✓
2) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	\$ 535,481. ⁵⁰	✓
3) ✓	MPS Engineers, PC DBA Kingston Services, P.C. 1444 Illinois Street Des Moines IA 50314	\$ 519,724. ⁰⁰	✓
* 4) ✓	Gold Key Construction 1526 Timber Ridge Ct Van Meter IA 50261	\$ 399,448. ⁰⁰	✓
5) ✓	Caliber Concrete LLC 309 Audubon St Adair IA 50002	\$ 478,048. ⁶³	✓
6) ✓	Concrete Construction 5170 NW Beaver Dr Johnston IA 50131	\$ 503,960. ⁵⁰	✓

*Apparent Low Bidder

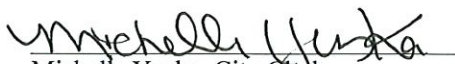
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ☒	TK Concrete Inc PO Box 111 Pella IA 50219	\$ 580,790 ⁰⁰	☒
8) ☒	ON Track Construction, LLC 1435 West F Ave Nevada, IA 50201	\$ 532,750 ⁰⁰	☒
9) ☒	Absolute Group PO Box 430 Granger IA 50109	\$ 487,634 ⁰⁰	☒
10) ☒	Howrey Construction PO Box 385 Bondurant IA 50035	\$ 605,605 ⁰⁰	☒
11) ☒	Graphite Construction Group 1955 NE 58th Ave Ste 100 Des Moines IA 50313	\$ 521,356 ⁰⁰	☒
12) ☐			
13) ☐			

*Apparent Low Bidder

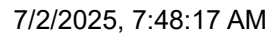
Bids will be reviewed and further action taken by the City Council at their next regular meeting of August 18, 2025 at 5:30 P.M.

ATTEST:

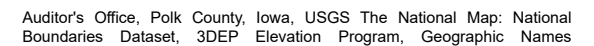

Nick Lenox, Parks & Recreation Director


Michelle Yuska, City Clerk

PROJECT LOCATION



1:18,056



Polk County, Iowa

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2025 TRESTLE RIDGE PARK IMPROVEMENTS", 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 TRESTLE RIDGE PARK IMPROVEMENTS

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 Trestle Ridge Park Improvements, described in the plans and specifications heretofore adopted by this Council on August 18, 2025, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	Jasper Construction Services, Inc.	of Newton, Iowa
Amount of bid:	\$469,159.00	
Portion of project:	All construction work	

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

PASSED AND APPROVED this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Approval of official council actions of the regular meeting of August 4, 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, August 4, 2025 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Bobbi Bentz, Mayor

Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

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

APPROVAL OF AGENDA

1. Council Member Graber moved, Stearns seconded, to approve and accept the August 4, 2025 agenda without amendment. Ayes: 5

PUBLIC HEARING

2. PH 2025-59. Mayor Bentz announced this is the time and place for a public hearing on the matter of annexation of certain territory adjacent to the northeast quadrant of Ankeny requested by DLE Four Way, L.C., Putco, Inc., Upper Midwest Properties and Threshold Capital, LLC. Layman's Description: Approximately 439.81 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located south of NE 126th Avenue, west of NE 29th Street and east of Interstate 35; and approximately 55.63 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located south of NE 126th Avenue, west of NE 29th Street and east of Interstate 35. Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 11th day of July, 2025.

Eric Jensen, Director of Community Development, reported that the annexation is located within two miles of the City of Elkhart and the City of Alleman, which classifies the request as an urbanized annexation. The annexation territory encompasses approximately 565.05 acres (+/-), 439.81 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 55.63 (+/-) acres are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to create uniform boundaries, which is required per Iowa Code. Approximately 81.65 (+/-) acres of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road. Additionally, this annexation includes the adjacent full right-of-way of Interstate 35 lying in Section 6-80-23 and in Section 31-81-23.

Mayor Bentz then asked for any public comment regarding the proposed project. Jim Stoelk inquired about the development timeline. Teresa Stoelk asked for clarification on a prior annexation. Council Member Stearns moved, Graber seconded, to close public hearing 2025-59. Ayes: 5. Council Member Graber moved, Stearns seconded, to receive and file the June 9, 2025 Consultation Meeting Report. Ayes: Graber, Stearns, Perry, Ruddy, Shafer. Council Member Stearns moved, Graber seconded, to file correspondence. Ayes: Stearns, Graber, Perry, Ruddy, Shafer. Council Member Stearns moved, Graber seconded, to adopt **RESOLUTION 2025-320** annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by DLE Four Way, L.C., Putco, Inc., Upper Midwest Properties and

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of July 21, 2025, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of June 3, 2025.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of June 3, 2025.
4. Receive and file minutes of the Library Board of Trustee meeting of June 19, 2025.

Licenses and Permits

5. Issuance of a special permit to Eric Weichers for the purpose of bow hunting on private property within the city limits pursuant to Municipal Code Section 41.11(3).
6. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

7. Payment #2 in the amount of \$17,434.00 to Bolton & Menk Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr - Concept Study project.
8. Payment #9 in the amount of \$31,105.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr - NW 9th St & NW Ash Dr Intersection Improvements project.
9. Payment #4 in the amount of \$10,010.00 to Confluence, Inc., for engineering services on the Trestle Ridge Park construction project.
10. Payment #13 in the amount of \$96,672.40 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 2 project.
11. Payment #5 in the amount of \$4,725.00 to JEO Consulting Group, Inc., for engineering services on the Ankeny North Four Mile Creek Sanitary Sewer Study project.
12. Payment #24 in the amount of \$3,421.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
13. Payment #16 in the amount of \$9,277.89 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.
14. Payment #5 in the amount of \$41,679.49 to Olsson, Inc., for engineering services on the SW Oralabor Road & SW Irvinedale Drive Intersection Improvements project.
15. Payment #11 in the amount of \$14,262.51 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
16. Payment #5 in the amount of \$14,771.00 to Snyder & Associates, Inc., for engineering services on the S Ankeny Blvd and Oralabor Rd Concept Study project.
17. Payment #12 in the amount of \$1,438.40 to Snyder & Associates, Inc., for engineering services on the Sawgrass Park Dam Improvements project.
18. Payment #17 in the amount of \$23,042.05 to Snyder & Associates for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
19. Payment #47 in the amount of \$12,062.55 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
20. August 4, 2025 Accounts Payable by fund: General \$539,340; Hotel Motel Tax \$71,000; Road Use Tax \$134,984; Seizure \$2,572; Police/Fire Pension \$5,668; Library Foundation \$2,157; Water \$668,173; Sewer \$10,460; Storm Water \$2,656; Golf Course \$50,553; Enterprise Project \$17,239; Revolving \$23,908; Risk Management \$41,313; Health Insurance \$70; Capital Projects \$336,413; Payroll Totals \$1,745,477; Transfers/ACH (\$233,968); Agenda Payments Approved Separately (\$279,901); Grand Total \$3,138,114.
21. Receive and file the Adopted Annual Budget Document for Fiscal Year 2026.
22. Approve the purchase of a 2026 Chevrolet Silverado 3500 Truck for the Fire Department for an amount not to exceed \$53,298.75.

Personnel Items

23. Approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 amending the parental leave language and to authorize the City Manager to execute the agreement.

Community Development Items

24. **RESOLUTION 2025-321** accepting a Public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located in Northstar Power Plat 1 and associated with the development of the New Horizon Cuisine Site Plan at 7405 SE Northstar Drive.
25. **RESOLUTION 2025-322** accepting a Public Storm Water Management Facility Maintenance and Permanent Easement Agreement, located on Lot 21, Ankeny Industrial Park Plat 1 and Lot 1, Ankeny Industrial Park Plat 2 E. 440', W. 515', N. 520', S631.7' of Sec. 25-80-24, in the City of Ankeny Iowa and associated with the development of the Mrs. Clark's Foods West Production Facility Site Plan at 700 SE Dalbey Drive.
26. **RESOLUTION 2025-323** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa to consider a request to vacate a Public Utility Easement located on Lot 1, Harvest Ridge Plat 1 and Lot 1, Harvest Ridge Plat 2 (date of hrg: 8/18/2025 @ 5:30 p.m.)
27. **RESOLUTION 2025-324** accepting a Public Utility Easement associated with the development of Canyon Landing Townhomes Plat 2.
28. **RESOLUTION 2025-325** accepting a Public No Build Easement, located on Lot 1, Ankeny Industrial Park Plat 2; and associated with the development of Mrs. Clarks Food Warehouse West Food Production Facility Site Plan at 700 SE Dalbey Drive.

Engineering Items

29. **RESOLUTION 2025-326** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (1st Street Flats, LLC)
30. **RESOLUTION 2025-327** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (1906 Residential Housing Cooperative)
31. **RESOLUTION 2025-328** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Martin Investments, LLC)
32. **RESOLUTION 2025-329** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Ankeny Christian Academy)
33. **RESOLUTION 2025-330** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Scott and Rebekah Jo Iler)
34. **RESOLUTION 2025-331** accepting a purchase agreement and approving documents for the acquisition of permanent ingress/egress easement and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (1913 W 1st Street Housing Cooperative Association)
35. **RESOLUTION 2025-332** accepting public improvements in Berwick Estates Plat 1 for utilities, paving, and subgrade.
36. **RESOLUTION 2025-333** approving plans and specifications and accepting contracts, performance bond, and maintenance bond for the construction of traffic signals in Plaza 36 Plat 1.

37. **RESOLUTION 2025-334** approving plans and specifications and accepting contracts, performance bond, and maintenance bond for the construction of SW Plaza Parkway & SW State Street Intersection Improvements project.

Capital Improvement Projects

38. **RESOLUTION 2025-335** accepting a proposal from Howser Concrete Unlimited, in the amount of \$87,654.00 for the construction of the Prairie Ridge Softball Batting Cages project.
39. **RESOLUTION 2025-336** accepting a proposal from OnTrack Construction LLC in the amount of \$133,903.00 for the construction of the Vintage Business Park - North Lake Maintenance Phase 2 project.

Ordinances

40. Accept third consideration of Ord 2229. An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by DNF & TJL INVESTMENTS, LLC. from R-1, One-Family Residence District to PUD, Planned Unit Development District, sending it on its final passage and publication as required by law.

APPROVAL OF CONSENT AGENDA

1. Council Member Stearns moved, second by Graber, to approve the recommendations for Consent Agenda Items CA-1 through CA-40. Ayes: Stearns, Graber, Perry, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

41. **Ord 2234.** An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 197, Zoning Regulations. Council Member Stearns moved, Graber seconded, to accept second consideration of ORDINANCE 2234. Ayes: Stearns, Graber, Perry, Ruddy, Shafer.
42. **Ord 2235.** An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 41, Public Health and Safety. Council Member Graber moved, Stearns seconded, to accept first consideration of ORDINANCE 2235. Ayes: Graber, Stearns, Perry, Ruddy, Shafer.

NEW BUSINESS

1. \$1,356,000 Water Revenue Capital Loan Notes, Series 2025 Council Member Graber moved, Stearns seconded, to adopt **RESOLUTION 2025-337** approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$1,356,000 Water Revenue Capital Loan Notes, Series 2025, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes; approval of Tax Exemption Certificate. Ayes: Graber, Stearns, Perry, Ruddy, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 5:55 p.m.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 8/15/25.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Receive and file minutes of the Plan and Zoning Commission meeting of July 22, 2025.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

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. P&Z Minutes 2025-07-22

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, July 22, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the July 22, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Lisa West, and Todd Ripper.
Absent: Phil Tuning.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the July 22, 2025 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

Chair Rapp shared that this portion of the meeting is for members of the public to speak regarding items, which are not listed as a public hearing on the agenda. When addressing the Commission, please provide your name, address, and use the podium.

There were no public comments.

CONSENT AGENDA ITEMS

Item # 1. Minutes of the June 3, 2025 Plan and Zoning Commission meeting

Motion to approve and accept the June 3, 2025 minutes of the Plan and Zoning Commission meeting.

Item #2. 3707 NE Reinhart Drive - Trestle Ridge Park Site Plan

Motion to approve the site plan for 3707 NW Reinhart Drive, Trestle Ridge Park.

Item #3. 7405 SE Northstar Drive - New Horizon Cuisine Site Plan

Motion to approve the site plan for 7405 SE Northstar Drive, New Horizon Cuisine, subject to City Council approval of the required stormwater management facility maintenance covenant and permanent easement agreement.

Item #4. 5525 NE Delaware Avenue - Keystone Church Building Addition Site Plan

Motion to approve the site plan for 5525 NE Delaware Avenue, Keystone Church Building Addition.

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

REPORTS

City Council Meeting

E.Jensen reported on the July 21, 2025 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the Tuesday, August 5, 2025 Plan and Zoning Commission meeting and the June 2025 Building Permits Report.

E.Jensen provided information to the Commission regarding HF706 relating to open meetings and open records. As of July 1, 2025, all newly appointed board members, commissions, elected and appointed officials have an educational requirement. Discussion continued between staff and the Commission. E.Jensen shared that city management is recommending that all current board and commission members also take the training. He will provide the Commission on training dates when they come available. This will also include staff who work along-side these officials.

Commissioner's Reports

Commissioner Ripper asked if Fire Station #4 was complete. E. Jensen said that it is mostly finished and believes they will occupy the building on January 1, 2026.

Commissioner Flack asked if there has been damage across the community with all the rain recently. E.Jensen responded that he is unable to answer the question since our stormwater division handles most of those calls.

Chair Rapp commended the workers who were able to get NE Delaware Avenue completed in a timely manner.

ADJOURNMENT

There being no further business, Chair Rapp moved to adjourn the meeting. Second by G.Hunter. Meeting adjourned at 6:43 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Receive and file minutes of the Zoning Board of Adjustment meeting of July 22, 2025.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

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. ZBOA Minutes 2025-07-22

Meeting Minutes
Zoning Board of Adjustment
Tuesday, July 22, 2025
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the July 22, 2025 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

Chair Matt Ott read the Zoning Board of Adjustment Opening Statement.

ROLL CALL

Members present: Matt Ott, Jeff Baxter, Nichole Sungren. Absent: Eric Strom and Brett Walker. Staff: E.Jensen, E.Carstens, J.Heil, L.Hutzell, R.Kirschman and B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE JUNE 3, 2025 REGULAR MEETING

Motion by J.Baxter to approve the meeting minutes as submitted. Second by N.Sungren. All voted aye. Motion carried 3 – 0.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#25-04

Phillip and Linda Rogers

for property located at

801 NW 22nd Street

Lot 37, Ashland Meadows Plat 2

RE: Variance - Rear Yard Setback - Sunroom

Chair M.Ott opened the public hearing.

Matt Klobberdanz, Midwest Construction and Supply, Inc., on behalf of Phillip and Linda Rogers, 801 NW 22nd Street, Ankeny stated that their request is for a variance, which would provide for an additional 2-feet into the 35' rear yard setback for an all seasons sunroom. He said that this will take the place of their existing 13'x16' deck, which currently has a pergola on it.

J.Baxter confirmed that the sunroom will be entirely within the footprint of the existing deck. Matt Klobberdanz responded, yes.

There were no further questions from the Board.

L.Hutzell reported that the applicant is requesting a Variance to Ankeny Municipal Code Section 192.03(3)(E) that requires Rear Yard: 35 Feet, allowing a 33-foot rear yard setback for a proposed sunroom. She said that the subject property is located at 801 NW 22nd Street, west of NW Ash Drive, and south of NW Park Meadows Drive in the northwest quadrant of Ankeny and is zoned PUD, Planned Unit Development. Surrounding property to the north, west and south is also zoned PUD, while property to the east, across NW Ash Drive is zoned R-2, One-Family and Two-Family Residence District. L.Hutzell stated that it is assumed that the existing deck was originally constructed with the home as it was present when the applicant purchased the home in 2018. She noted that the lot is heavily landscaped, which shields the sunroom from view on all three sides. She explained that the applicant is requesting to tear down the existing deck and construct a 12'x12' enclosed sunroom with a 4'x6' landing in place of the deck. Per the current Ankeny Municipal Code Section 192.03(3)(E) the property must have a 35-foot rear yard setback. L.Hutzell noted that staff is currently working on a zoning code update, this includes an update to the requirements, which would allow enclosed or covered decks, porches, sunrooms and building additions, which project not more than 12 feet into the required rear yard and provided they are not more than 20 feet in width. If this code update is approved, this addition would be allowed without a variance. L.Hutzell stated that City staff's analysis of the proposed Variance with the adopted criteria necessary for approving any Variance request is as follows: 1) The applicant owns the subject property. The existing conditions of the lot were in place at the time that the applicant acquired the property; 2) The subject property is on the corner of NW 22nd Street and NW Ash Drive. This property is considered shallow compared to other corner lots; 3) The subject property is somewhat shallow when compared to neighboring properties given this is a corner lot. It's also important to note, the proposed amendment to the zoning code, if approved, would allow this addition without the need of a variance; and 4) The property has trees along the south, east and west property lines, effectively screening the property and proposed sunroom from NW Ash Drive and the neighboring properties. This would minimize any potential impact on the neighboring properties. Staff recommends the Zoning Board of Adjustment grant a Variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 33-foot rear yard setback to construct a 12x12 sunroom to replace the existing uncovered deck. The staff position is based on a determination that the decreased rear yard setback from the resulting sunroom would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

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

The Board had no concerns with the request.

Board Action on Filing #25-04 for property located at 801 NW 22nd Street

Motion by J.Baxter that the Zoning Board of Adjustment grant a Variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 33-foot rear yard setback to construct a 12x12 sunroom to replace the existing uncovered deck. The Board's position is based on a determination that the decreased rear yard setback from the resulting sunroom would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the

intended spirit and purpose of the Ankeny Municipal Code. Municipal Code. Second by N.Sungren. All voted aye. Motion carried 3 – 0.

#25-05

Arthur C. Rice Jr.

for property located at

1328 SW 37th Street

Lot 13, Somersby West Plat 1

RE: Variance - Front Yard Setback - Fence

Chair M.Ott opened the public hearing.

Arthur C. Rice, 1328 SW 37th Street, Ankeny stated he has a unique situation where his fence is encroaching on the city's property and is asking for a variance to allow him to place his privacy fence in the front side yard since his lot is a corner lot. Arthur Rice said he is asking for the fence to be 15-feet off the property line in the side yard. He also asked for direction on how he could keep his current fence in place, but is unsure how to ask for that. Arthur Rice said he and his neighbor have used the property for as long as they have lived in their homes, which has been 17 years. They believed it to be their property and recently found out that it is not. They would like to know how they go about purchasing the property.

M.Ott said once city staff present their findings, it will provide the Board with more information on the situation. J.Baxter stated that the Board probably can not approve any type of encroachment approval as they would not have jurisdiction over that request.

M.Ott said that purchasing the property is something he would need to discuss with the city at another time.

J.Baxter clarified with Mr. Rice the exact location of where he is intending to place his privacy fence.

There were no further questions from the Board.

R.Kirschman reported the applicant is requesting a Variance to Ankeny Municipal Code Section 191.14(2), that limits the height of fences located within front yard setbacks on corner lots to 42 inches, allowing a 6-foot tall, wood, privacy fence to encroach approximately 15 feet into the required 30-foot front yard setback along the southwest property line adjacent to SW Westview Drive. He stated that the subject property is located at 1328 SW 37th Street, south of SW Oralabor Road, east of SW State Street, and west of S Ankeny Boulevard and the property is zoned R-3, Multiple-Family Residence District. He shared that the site is a total of .244 acres and is a corner lot with two front yards facing to the southwest and the southeast. R.Kirschman stated that in July of 2024, it came to staff's attention that the existing privacy fence on the property was constructed beyond the rear property line and into the right-of-way and the property owner was notified that they would need to remove the portions of the fence that were in the right-of-way, prompting this variance request. He explained that the applicant has requested a variance to allow a 6-foot tall, wood, privacy fence to be installed approximately 15 feet into the 30-foot front yard setback along SW Westview Drive. He noted that the proposed fence would extend off the middle of the house, just north of the porch in the front of the residence and shared that

extending the fence to be in line with the middle of the home will not restrict visibility or violate the required 30-foot vision triangle. R.Kirschman shared that staff is currently working on a zoning code update, which includes an update to the requirements for fences over 48-inches in the front side yard of corner lots. The new code would reduce the front side yard setback for fences over 48-inches to 15 feet. City staff's analysis of the proposed Variance with the adopted criteria necessary for approving any Variance request is as follows: 1) The applicant owns the subject property. The existing conditions of the lot were in place at the time that the applicant acquired the property; 2) The subject property is on a corner lot with frontage on SW Westview Drive and SW 37th Street, which results in the property having two front yards; 3) This home being on a corner lot, subjects it to two front yards, meaning a large portion of the backyard is considered a front yard; and 4) In the proposed location, the fence would have minimal to no impact on neighboring properties and would not impair visibility in the area. R.Kirschman noted, if the zoning code update is passed and approved, the proposed fence would be allowed without a variance. Staff recommends the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 191.14(2), to allow a 6-foot tall wood privacy fence to encroach approximately 15 feet into the required 30-foot front yard setback along the southwest property line adjacent to SW Westview Drive at 1328 SW 37th Street. Staff's position is based on a determination that the decreased front yard setback from the resulting fence would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

Justin Woods, 1324 SW 37th Street, Ankeny said he lives right next door to Mr. Rice and is in support of the variance request.

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

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

J.Baxter commented that he does not have any concerns with the requested variance. He said with those types of sight lines, it is not going to affect the visibility. N.Sungren shared that she does not have any issues with the request. M.Ott said for consistency, he would like to include installing and maintaining a landscape buffer between the fence and the sidewalk.

J.Baxter informed Mr. Rice that the Board has generally required in the past when they have these types of variance requests, that the homeowner place plantings in between the fence and sidewalk to break up the fence, which would need city staff's approval. J.Baxter confirmed with the applicant that he would be open to the stipulation? Mr. Rice responded, yes.

Board Action on Filing #25-05 for property located at 1328 SW 37th Street

Motion by M.Ott that the Zoning Board of Adjustment grant a Variance to Ankeny Municipal Code Section 191.14(2) to allow a 6-foot tall wood privacy fence to encroach approximately 15 feet into the required 30-foot front yard setback along the southwest property line adjacent to SW Westview Drive at 1328 SW 37th Street, subject to the applicant working with city staff to install and maintain an adequate landscape buffer at the city's discretion. The Board's position is based on a determination that the decreased front yard setback from the 6-foot privacy fence would not impair adequate supply of air and

light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.
Second by N.Sungren. All voted aye. Motion carried 3 – 0.

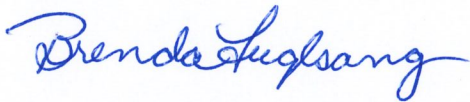
REPORTS

Renewed Special Use Permits

#18-04 (2019) Who's on First, 810 E. 1st Street

ADJOURNMENT

There being no further business, motion was made by M.Ott to adjourn the meeting. Second by J.Baxter.
All voted aye. Motion carried 3 – 0. Meeting adjourned at 5:43 p.m.



Submitted by Brenda Fuglsang, Recording Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Receive and file minutes of the Civil Service Commission meeting of August 13, 2025, subject to correction as recommended by the Clerk of the Commission.

ORIGINATING DEPARTMENT

Human Resources

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. 08.13.25 cs minutes

Meeting Minutes
Civil Service Commission
Wednesday, August 13, 2025
12:00 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Laura Murphy
David Kinsley

CALL TO ORDER - ROLL CALL

The meeting was called to order by Ray Blase. Roll call taken. Blase – present by phone, Kinsley – present, Murphy – present by phone

1. MOTION TO APPROVE THE MINUTES OF 6-11-25

Blase moved to approve the minutes from June 11, 2025. Murphy seconded the motion. All voted aye and the motion carried.

2. MOTION TO CERTIFY A LIST OF EMPLOYEES ELIGIBLE FOR PROMOTION TO CIVIL ENGINEERING TECHNICIAN II, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS

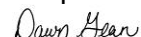
Kinsley moved to certify the list of employees eligible for promotion to Civil Engineering Technician II in the public works department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following employees were certified and the list remains active for two years.

Rank	FirstName	LastName
1	Jacob	Teter

3. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:09 p.m.
Next meeting: as needed

Respectfully submitted,



Dawn Gean
Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor/Device Permits.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," retailers have submitted an application which meets 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.

1. Kwik Trip, Inc., dba Kwik Star 1707, 6155 SE Delaware Ave, Ankeny, IA (New) - Effective November 26, 2025 - June 30, 2026

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the issuance of permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Applicants have paid the license fee, in accordance with Iowa Code Chapters 453A and 453E.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

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

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. Brinker Restaurant Corp. d/b/a Chili's Grill & Bar, 2601 SE Delaware Ave. - Class C Retail Alcohol License (Renewal) - Effective September 5, 2025.
2. Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 2125 Delaware Ave. - Class C Retail Alcohol License (Renewal) includes Outdoor Service - Effective September 10, 2025.
3. Ankeny Dram Shop FFE Leaseing LLC d/b/a Whiskey River Ankeny, 1350 SW Vintage Pkwy - Class C Retail Alcohol License (LC) (Renewal) includes Catering, Outdoor Service - Effective September 19, 2025. PENDING DRAM ENDORSEMENT.
4. 30Hop Ankeny LLC, New d/b/a Tribute Ankeny, 1615 SW Main St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 21, 2025. PENDING DRAM ENDORSEMENT.
5. Magee's Irish Pub LLC d/b/a Magee's Irish Pub & Eatery, 1610 SW Main St., Ste. 106 & 107. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 1, 2025.
6. Bonfire Restaurant & Bar LLC. d/b/a Bonfire Restaurant & Bar LLC, 410 S Ankeny Blvd - Class C Retail Alcohol License (LC) (New) includes Catering, Outdoor Service- Tentatively Effective August 19, 2025.

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

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to receive and file Financial Reports for July 2025.

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 - July

Memorandum

To: Honorable Mayor and City Council

Date: August 18, 2025

Re: Monthly Finance Report – July 2025

The financial reports for July are submitted herewith. The fiscal year remains active, particularly with recreational and construction-related activities. Despite this high level of activity, the City is in the midst of its typical summer cycle—characterized by increased operational demands but limited revenue, as property tax collections are not scheduled for remittance until October. This pattern is reflected in the Revenue Summary by Fund report, which shows General Fund revenues at just 4.63% of the budget and in the Cash Balance Summary report, which indicates a \$1,903,599 (4.47%) decline in General Fund cash through July. These conditions are expected to persist until summer operations wind down and property tax revenues are received.

The property tax collection cycle impacts more than just the General Fund. Other affected funds include the Police and Fire Retirement Fund, the Employee Benefits Fund, and the Debt Service Fund. As shown in the Revenue Summary by Fund report, actual revenues for each of these funds are currently below 1% of budget. However, for the Debt Service Fund, this timing is not critical to cash flow, as principal and interest payments are not due until December and June.

Expenditures for the Police and Fire Retirement Fund are shown on the Expenditure Summary by Fund report and currently stand at 7.13%. According to the Cash Balance Summary report, the fund's cash balance has declined by \$236,758, or 15.57%. While some tax-supported funds have experienced decreases in cash, they continue to operate without the need for interfund borrowing due to adequate existing fund balances.

The summer cycle highlights the importance of maintaining adequate fund balances within the City's governmental funds. While the General Fund receives some revenue from recreation programs and aquatic centers, these earnings primarily offset the costs of those specific programs and do not support the full range of tax-funded services. Per the City's financial policy, the General Fund's year-end balance must equal at least 25% of the following year's projected expenditures. Applying this benchmark across all tax-supported funds is considered a sound fiscal practice. These ending fund balances are essential for covering expenditures from July through October, until the first property tax installment is received. As annual expenditures increase, fund balances must also grow to ensure continued financial stability. Thanks to sufficient fund balances, the City's tax-supported funds are expected to maintain positive cash positions until fall property tax collections begin.

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
July 31, 2025

Cash Basis Fund Balances	<u><u>\$ 174,522,800.04</u></u>
Investments	\$ 156,045,220.66
Checking Account Balance (per bank)	18,788,088.33
Deposits in Transit	118,147.82
Outstanding Checks	(434,371.77)
Cash Drawer/Petty Cash *	<u>5,715.00</u>
Total	<u><u>\$ 174,522,800.04</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ 1,340.00
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	1,300.00
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><u>\$ 5,715.00</u></u>

City of Ankeny
Cash Balance Summary
July 31, 2025

Fund	Budget Number	Cash Balance July 1, 2025	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance July 31, 2025
General:							
General	100	\$ 42,551,807.12	\$ 2,420,132.67	\$ -	\$ 4,038,639.45	\$ 285,092.59	\$ 40,648,207.75
Hotel/Motel Tax	233	1,137,852.82	-	285,092.59	74,497.58	-	1,348,447.83
Special Revenue:							
Fire Gift	220	32,715.31	800.00	-	-	-	33,515.31
Hawkeye Park Player Fees	240	30,588.07	-	-	-	-	30,588.07
Police Gift	250	13,853.60	-	-	-	-	13,853.60
Road Use Tax	260	11,424,243.75	1,092,530.51	-	565,908.47	-	11,950,865.79
Police Seizure	270	106,764.42	20.40	-	4,940.25	-	101,844.57
Tax Increment Financing	280	1,898,492.35	31,851.30	-	-	-	1,930,343.65
Police and Fire Retirement	290	1,521,051.91	10,304.16	-	247,061.67	-	1,284,294.40
Employee Benefits	292	-	2,560.55	-	-	-	2,560.55
Landfill Post-Closure	295	77,793.17	-	-	-	-	77,793.17
Friends of the Ankeny Library	430	82,845.54	3,599.41	-	4,103.28	-	82,341.67
Park Dedication	440	384,614.05	-	-	-	-	384,614.05
Sports Complex Foundation	445	182,060.69	4,325.00	-	-	-	186,385.69
Ankeny Garden Club	446	14,211.73	-	-	-	-	14,211.73
Miracle Park Fund	448	77,861.39	-	-	-	-	77,861.39
Dog Park Trust Fund	449	1,899.43	-	-	-	-	1,899.43
P&R Scholarship Fund	450	29,537.91	-	-	-	-	29,537.91
Civic Trust Fund	484	-	-	-	-	-	-
Debt Service	300	2,068,846.71	42,846.38	-	-	-	2,111,693.09
Enterprise:							
Solid Waste	500	642,622.45	130,122.06	-	110,744.40	-	662,000.11
Utility Deposits	505	434,165.22	19,487.14	-	22,975.00	-	430,677.36
Water Operations	510	22,970,210.88	2,160,221.69	-	485,305.58	259,279.71	24,385,847.28
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	3,018,710.34	-	259,279.71	-	-	3,277,990.05
Sewer Operations	550	20,257,578.54	1,513,714.73	-	1,681,165.84	-	20,090,127.43
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Storm Water	580	3,195,447.08	381,090.12	-	117,392.59	-	3,459,144.61
Golf Course	590	2,930,368.21	456,360.59	-	245,261.40	-	3,141,467.40
Capital Project:							
Utility Fund Capital Projects	6**	14,221,529.32	-	-	1,543,018.13	-	12,678,511.19
Special Assessments	8**	2,790,607.42	-	-	-	-	2,790,607.42
Capital Projects	8** & 9**	29,784,422.42	182,145.00	-	2,127,222.63	-	27,839,344.79
Total Budgeted		\$ 167,045,819.97	\$ 8,452,111.71	\$ 544,372.30	\$ 11,268,236.27	\$ 544,372.30	\$ 164,229,695.41
Internal Service:							
Revolving	710	768,919.09	46,710.28	-	127,358.45	-	688,270.92
Risk Management	720	1,260,346.96	33,593.81	-	940,424.76	-	353,516.01
Health Insurance	730	7,761,924.58	475,364.70	-	401,684.01	-	7,835,605.27
Sustainability Revolving Loan	770	32,663.90	-	-	-	-	32,663.90
Economic Development Revolving	780	302,957.05	-	-	-	-	302,957.05
Equipment Reserve	790	1,080,091.48	-	-	-	-	1,080,091.48
Total Unbudgeted		\$ 11,206,903.06	\$ 555,668.79	\$ -	\$ 1,469,467.22	\$ -	\$ 10,293,104.63
Total ⁽¹⁾		\$ 178,252,723.03	\$ 9,007,780.50	\$ 544,372.30	\$ 12,737,703.49	\$ 544,372.30	\$ 174,522,800.04

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
July 31, 2025

Fund	Budget Number	Cash Balance July 1, 2025	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance July 31, 2025
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 2,825,264.64	\$ -	\$ -	\$ 74,101.01	\$ -	\$ 2,751,163.63
Northwest Water Tower	611	-	-	-	688,290.67	-	(688,290.67)
SE Magazine Storage Tank Repaint	612	21,745.00	-	-	-	-	21,745.00
East Water Tower	617	385,270.00	-	-	-	-	385,270.00
NE 36th St & NE 38th St Water Main Loop	618	972,133.22	-	-	-	-	972,133.22
SW Irvinedale Dr Transmission Main-Ph 3	623	(5,000.00)	-	-	-	-	(5,000.00)
Aquifer Storage Replacement #1	632	143,766.06	-	-	-	-	143,766.06
S Ankeny Blvd Transmission Main	633	(131,782.45)	-	-	-	-	(131,782.45)
SW Walnut/SW Ordinance Water	635	115,334.71	-	-	232,213.15	-	(116,878.44)
SE Delaware Grnd Storage Tank Repaint	638	4,125.00	-	-	-	-	4,125.00
Sanitary Sewer Replacement	650	3,237,419.01	-	-	72,118.50	-	3,165,300.51
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
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	811,308.44	-	-	61,890.53	-	749,417.91
Deer Creek Trunk Sewer	661	230,000.00	-	-	-	-	230,000.00
Storm Sewer Replacement	680	739,228.86	-	-	37,633.64	-	701,595.22
NW 17th St Storm Sewer & Pavement	681	11,500.00	-	-	-	-	11,500.00
Sawgrass Park Dam Improvement	686	665,008.32	-	-	11,867.00	-	653,141.32
High Trestle Trail Channel Stab. - Phase 1	688	(160,833.99)	-	-	-	-	(160,833.99)
Four Mile Creek 36th to 47th	691	439,000.00	-	-	129,164.83	-	309,835.17
Four Mile Creek Stabilization-Heritage	693	138,000.00	-	-	49,082.98	-	88,917.02
Four Mile Creek Channel Stabilization	694	690,186.32	-	-	646.77	-	689,539.55
SE 3rd Street Storm Sewer Improvements	695	1,276,863.22	-	-	67,724.76	-	1,209,138.46
Tributary to Four Mile Creek Stabilization	696	8,079.54	-	-	3,080.98	-	4,998.56
SW Des Moines St Utility Improvements	699	1,030,585.70	-	-	115,203.31	-	915,382.39
Total Utility Fund Capital Projects		<u>\$ 14,221,529.32</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,543,018.13</u>	<u>\$ -</u>	<u>\$ 12,678,511.19</u>

City of Ankeny
Capital Projects Cash Balance Summary
July 31, 2025

Fund	Budget Number	Cash Balance July 1, 2025	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance July 31, 2025
Capital Project Funds:							
NW 18 Reconstruction-State St to Ash Dr	883	\$ 200,000.00	\$ -	\$ -	\$ 13,620.30	\$ -	\$ 186,379.70
S Anky Blvd Imprv-SE Pete to 1st Street	886	(353,153.15)	-	-	-	-	(353,153.15)
SW Magazine & SW State Intersection	887	363.00	-	-	-	-	363.00
Fiber Optic Network Upgrade	888	974,809.18	-	-	59,280.98	-	915,528.20
SE Corp Woods & SE Crosswinds Traffic	889	111,566.25	-	-	15,176.42	-	96,389.83
SW Oralabor & SW Irvinedale Intersection	891	202,890.08	-	-	31,582.15	-	171,307.93
NE 62nd RBC Culvert for 4 Mile Creek	892	173,592.65	-	-	-	-	173,592.65
NW 36th & NW Weigel Asphalt Overlays	895	3,585.44	-	-	-	-	3,585.44
Des Moines Street Parks Development	897	256,723.98	-	-	-	-	256,723.98
S Anky Blvd & SW Oralabor Improvement	899	105,461.70	-	-	8,408.50	-	97,053.20
BAN/Bond Activity	900	2,228,724.82	53,756.50	-	47,476.63	-	2,235,004.69
Fire Station No. 4	901	1,237,425.20	-	-	81,255.77	-	1,156,169.43
PRSC Softball Batting Cage Replace	902	133,500.00	-	-	9,235.00	-	124,265.00
Lakeside Center Repurposing	903	305,131.74	-	-	-	-	305,131.74
Senior Center	905	410,703.58	-	-	-	-	410,703.58
Public Works Winter Ops Satellite Facility	907	85,367.40	-	-	6,210.40	-	79,157.00
HTT Overlay W 1st St to NW 18th St	909	(24,709.63)	-	-	-	-	(24,709.63)
N Ankeny Blvd & 18th St Int Improvements	913	10,353.40	-	-	-	-	10,353.40
Pavement Preservation Program	915	36,850.30	-	-	104,506.98	-	(67,656.68)
Annual Street Replacement Program	916	3,016,611.72	-	-	179,733.91	-	2,836,877.81
Prairie Ridge Sports Complex	920	53,871.77	-	-	-	-	53,871.77
Sunrise Park Parking Lot	921	150,000.00	-	-	-	-	150,000.00
NW Irvinedale & NW 18th Inters Imprvmts	922	4,178,688.55	-	-	141,988.36	-	4,036,700.19
East of I-35 Land Acquisition	923	330,000.00	-	-	-	-	330,000.00
Miracle Field	925	41,534.66	-	-	-	-	41,534.66
Community Entrance Signage	927	50,861.49	-	-	-	-	50,861.49
Library	928	95,065.17	-	-	-	-	95,065.17
SW Oralabor & SW Edgewood Intersection	929	(120,191.70)	-	-	-	-	(120,191.70)
Prairie Ridge Sports Complex N Pkg Lot	930	19,156.54	128,388.50	-	-	-	147,545.04
Annual Sidewalks/Trails	936	381,361.63	-	-	80,551.45	-	300,810.18
NW Prairie Ridge/Ash & 9th St Intersection	939	372,460.00	-	-	9,608.00	-	362,852.00
Facility Parking Lot Improvements	942	150,000.00	-	-	-	-	150,000.00
I35 & Corp Woods Interchange Report	946	50,000.00	-	-	-	-	50,000.00
I35/NE 36th Interchange Impvmts	948	427,247.00	-	-	7,317.00	-	419,930.00
N Ankeny Blvd Imprvmts - 1st St to 11th St	949	1,985,811.08	-	-	17,834.95	-	1,967,976.13
Asphalt Street Resurfacing	950	685,460.77	-	-	459,863.41	-	225,597.36
NW 18th Recon-NW Ash to N Anky Blvd	953	14,820.88	-	-	-	-	14,820.88
SE Creekview Drive Extension	954	(3,391.20)	-	-	-	-	(3,391.20)
Public Street Design Standard	956	1,500,000.00	-	-	-	-	1,500,000.00
Rock Creek Trail & Native Plantings	957	12,727.77	-	-	-	-	12,727.77
Uptown Lighting Upgrade	958	34,781.38	-	-	-	-	34,781.38
Street Patching Program	963	2,050,527.65	-	-	320,220.13	-	1,730,307.52
Traffic Signalization	965	1,036,800.13	-	-	8,002.00	-	1,028,798.13
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	(0.01)	-	-	-	-	(0.01)
W 1st Widening & Improvements-Phase 2	971	1,019,125.61	-	-	109,855.00	-	909,270.61
Park Development	973	1,020,051.29	-	-	21,295.00	-	998,756.29
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	1,044,397.83	-	-	-	-	1,044,397.83
NE Delaware Reconstruction 5th-18th	979	380,685.81	-	-	164,486.29	-	216,199.52
SW Magazine/SW District Dr Signal	981	60,000.00	-	-	-	-	60,000.00
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
High Trestle Trail Experience Park	990	189,173.99	-	-	-	-	189,173.99
NW 36th Widening from Ash to Ankeny Blvd	992	5,940.86	-	-	-	-	5,940.86
Street/Sidewalk Oversizing	995	85,750.27	-	-	15,520.00	-	70,230.27
Capital Projects Reserve	997	3,370,103.39	-	-	-	-	3,370,103.39
SW Oralabor & State Safety Improvements	998	(625,259.99)	-	-	214,194.00	-	(839,453.99)
Total Non Utility Fund Capital Projects		<u>\$ 29,784,422.42</u>	<u>\$ 182,145.00</u>	<u>\$ -</u>	<u>\$ 2,127,222.63</u>	<u>\$ -</u>	<u>\$ 27,839,344.79</u>

City of Ankeny
Revenue Summary by Fund
July 31, 2025

Fund	Budget Number	2023-24 Actual	2024-25 Actual	2025-26 Budget	As of July 31, 2025	Variance	Percent ⁽²⁾
General:							
General	100	\$ 48,493,748.05	\$ 54,016,360.69	\$ 52,319,987.00	\$ 2,420,132.67	\$ (49,899,854.33)	4.63%
Hotel/Motel Tax	233	45,641.96	62,792.84	51,000.00	-	(51,000.00)	0.00%
Special Revenue:							
Fire Gift	220	4,284	4,175	6,100.00	800.00	(5,300.00)	13.11%
Hawkeye Park Player Fees	240	8,251.33	7,613.73	7,000.00	-	(7,000.00)	0.00%
Police Gift	250	24,323.44	4,163.18	5,700.00	-	(5,700.00)	0.00%
Road Use Tax	260	10,139,300.19	10,449,513.50	11,008,537.00	1,092,530.51	(9,916,006.49)	9.92%
Police Seizure	270	18,168.91	37,247.61	14,000.00	20.40	(13,979.60)	0.15%
Tax Increment Financing	280	11,270,675.11	8,226,882.14	8,570,035.00	31,851.30	(8,538,183.70)	0.37%
Police and Fire Retirement	290	2,684,595.94	3,078,145.10	3,255,339.00	10,304.16	(3,245,034.84)	0.32%
Employee Benefits	292	-	1,071,628.40	1,831,719.00	2,560.55	(1,829,158.45)	0.14%
Landfill Post-Closure	295	4,443.71	3,521.26	2,000.00	-	(2,000.00)	0.00%
Friends of the Ankeny Library	430	47,303.55	51,481.91	46,000.00	3,599.41	(42,400.59)	7.82%
Park Dedication	440	32,245.76	52,606.34	13,000.00	-	(13,000.00)	0.00%
Sports Complex Foundation	445	28,451.27	22,135.36	20,000.00	4,325.00	(15,675.00)	21.63%
Ankeny Garden Club	446	2,307.93	2,336.96	2,175.00	-	(2,175.00)	0.00%
Miracle Park Fund	448	9,716.92	12,027.34	7,000.00	-	(7,000.00)	0.00%
Dog Park Trust Fund	449	71.22	451.75	-	-	-	
P&R Scholarship Fund	450	1,392.57	1,263.19	800.00	-	(800.00)	0.00%
Civic Trust Fund	484	17,267.92	-	-	-	-	
Debt Service	300	15,695,498.14	17,625,104.02	18,530,034.00	42,846.38	(18,487,187.62)	0.23%
Enterprise:							
Solid Waste	500	1,472,676.35	1,537,316.46	1,613,000.00	130,122.06	(1,482,877.94)	8.07%
Utility Deposits	505	192,087.05	177,691.05	203,000.00	19,487.14	(183,512.86)	9.60%
Water Operations	510	21,463,858.13	22,294,169.41	31,534,315.00	2,160,221.69	(29,374,093.31)	6.85%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	325,572.37	-	-	-	-	
Sewer Operations	550	17,443,893.47	17,995,508.89	18,431,849.00	1,513,714.73	(16,918,134.27)	8.21%
Sewer Improvement	560	-	-	-	-	-	
Storm Water	580	3,815,898.23	4,527,731.07	4,651,469.00	381,090.12	(4,270,378.88)	8.19%
Golf Course	590	2,760,675.08	2,922,037.01	2,540,000.00	456,360.59	(2,083,639.41)	17.97%
Capital Project:							
Utility Fund Capital Projects	6**	12,199,161.59	6,734,674.03	10,473,711.00	-	(10,473,711.00)	0.00%
Special Assessments	8**	1,537,275.87	1,231,173.84	-	-	-	
Capital Projects	9**	26,184,641.53	20,751,599.41	28,989,823.00	182,145.00	(28,807,678.00)	0.63%
Total Budgeted Revenues		\$ 175,923,427.85	\$ 172,901,351.63	\$ 194,127,593.00	\$ 8,452,111.71	\$ (185,675,481.29)	4.35%
Internal Service:							
Revolving	710	\$ 1,536,759.05	\$ 1,415,410.58	\$ 1,738,208.00	\$ 46,710.28	\$ (1,691,497.72)	2.69%
Risk Management	720	1,582,252.79	2,511,399.01	2,203,000.00	33,593.81	(2,169,406.19)	1.52%
Health Insurance	730	5,957,327.24	5,724,527.31	6,287,000.00	475,364.70	(5,811,635.30)	7.56%
Sustainability Revolving Loan	770	1,538.22	1,396.89	1,100.00	-	(1,100.00)	0.00%
Economic Development Revolving	780	16,809.16	12,956.04	10,000.00	-	(10,000.00)	0.00%
Equipment Reserve	790	183,214.75	340,647.82	483,224.00	-	(483,224.00)	0.00%
Total Unbudgeted Revenues		\$ 9,277,901.21	\$ 10,006,337.65	\$ 10,722,532.00	\$ 555,668.79	\$ (10,166,863.21)	5.18%
Total All Revenues ⁽¹⁾		\$ 185,201,329.06	\$ 182,907,689.28	\$ 204,850,125.00	\$ 9,007,780.50	\$ (195,842,344.50)	4.40%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ July is 8.3% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
July 31, 2025

Fund	Budget Number	2023-24 Actual	2024-25 Actual	2025-26 Budget	As of July 31, 2025	Variance	Percent ⁽²⁾
General:							
General	100	\$ 42,720,711.66	\$ 47,578,157.18	\$ 52,267,500.00	\$ 4,038,639.45	\$ (48,228,860.55)	7.73%
Hotel/Motel Tax	233	1,352,529.65	1,843,584.12	1,840,989.00	74,497.58	(1,766,491.42)	4.05%
Special Revenue:							
Fire Gift	220	3,237	5,611	5,000.00	-	(5,000.00)	0.00%
Hawkeye Park Player Fees	240	16,781.40	6,346.37	11,159.00	-	(11,159.00)	0.00%
Police Gift	250	10,825.66	13,983.89	5,000.00	-	(5,000.00)	0.00%
Road Use Tax	260	8,431,134.88	8,870,082.92	9,543,022.00	565,908.47	(8,977,113.53)	5.93%
Police Seizure	270	34,989.64	13,054.50	17,900.00	4,940.25	(12,959.75)	27.60%
Tax Increment Financing	280	2,777,575.00	3,337,427.00	3,212,250.00	-	(3,212,250.00)	0.00%
Police and Fire Retirement	290	2,682,675.57	3,106,641.02	3,465,256.00	247,061.67	(3,218,194.33)	7.13%
Employee Benefits	292	-	-	-	-	-	
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	51,417.36	51,340.13	49,000.00	4,103.28	(44,896.72)	8.37%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	-	-	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	6,628.94	7,250.75	10,000.00	-	(10,000.00)	0.00%
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	25,026,906.95	26,083,554.20	27,055,475.00	-	(27,055,475.00)	0.00%
Enterprise:							
Solid Waste	500	1,401,504.36	1,442,193.97	1,604,402.00	110,744.40	(1,493,657.60)	6.90%
Utility Deposits	505	164,525.00	177,350.00	182,000.00	22,975.00	(159,025.00)	12.62%
Water Operations	510	14,024,275.57	13,854,596.88	32,088,357.00	485,305.58	(31,603,051.42)	1.51%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	1,956,233.57	3,039,213.97	3,705,682.00	-	(3,705,682.00)	0.00%
Sewer Operations	550	9,615,399.02	10,777,154.67	12,606,218.00	1,681,165.84	(10,925,052.16)	13.34%
Sewer Improvement	560	-	-	-	-	-	
Storm Water	580	1,170,265.90	1,279,558.17	1,592,893.00	117,392.59	(1,475,500.41)	7.37%
Golf Course	590	2,173,561.80	2,402,423.11	2,420,922.00	245,261.40	(2,175,660.60)	10.13%
Capital Project:							
Utility Fund Capital Projects	6**	15,117,017.15	12,723,363.58	17,139,011.00	1,543,018.13	(15,595,992.87)	9.00%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	29,734,504.44	29,334,724.83	29,219,591.00	2,127,222.63	(27,092,368.37)	7.28%
Total Budgeted Expenditures		\$ 158,472,992.27	\$ 165,947,612.49	\$ 198,047,627.00	\$ 11,268,236.27	\$ (186,779,390.73)	5.69%
Internal Service:							
Revolving	710	\$ 1,428,264.89	\$ 1,366,232.29	\$ 1,738,208.00	\$ 127,358.45	\$ (1,610,849.55)	7.33%
Risk Management	720	1,520,781.12	2,273,482.32	2,203,000.00	940,424.76	(1,262,575.24)	42.69%
Health Insurance	730	4,924,283.10	5,432,868.05	6,833,000.00	401,684.01	(6,431,315.99)	5.88%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	-	1,527,716.00	-	-	-	
Total Unbudgeted Expenditures		\$ 7,873,329.11	\$ 10,600,298.66	\$ 10,774,208.00	\$ 1,469,467.22	\$ (9,304,740.78)	13.64%
Total All Expenditures ⁽¹⁾		\$ 166,346,321.38	\$ 176,547,911.15	\$ 208,821,835.00	\$ 12,737,703.49	\$ (196,084,131.51)	6.10%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ July is 8.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
July 31, 2025

	2023-24 Actual	2024-25 Actual	2025-26 Budget	As of July 31, 2025	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 28,789,590	\$ 32,340,316	\$ 33,649,856	\$ 76,218	\$ (33,573,638)	0.23%
Ag Land Tax	14,655	14,400	15,370	65	(15,305)	0.42%
Airport Authority Levy	681,792	707,691	734,794	1,667	(733,127)	0.23%
Subtotal	\$ 29,486,038	\$ 33,062,407	\$ 34,400,020	\$ 77,950	\$ (34,322,070)	0.23%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 2,120,556	\$ 2,659,074	\$ 2,362,000	\$ 285,093	\$ (2,076,907)	12.07%
Mobile Home Tax	17,380	15,862	16,300	2,627	(13,673)	16.12%
Utility Replacement Tax	199,256	189,665	185,283	-	(185,283)	0.00%
Utility Franchise Tax	1,527,814	1,632,678	1,616,000	369,205	(1,246,795)	22.85%
Cable TV Franchise Tax	181,794	145,653	116,000	30,455	(85,545)	26.25%
Subtotal	\$ 4,046,799	\$ 4,642,933	\$ 4,295,583	\$ 687,379	\$ (3,608,204)	16.00%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 104,637	\$ 79,542	\$ 79,000	\$ 6,152	\$ (72,848)	7.79%
Cigarette Permits	5,500	8,150	5,000	3,300	(1,700)	66.00%
Solicitor Licenses	5,080	9,460	7,000	550	(6,450)	7.86%
Miscellaneous Business Licenses	20,390	11,910	9,000	795	(8,205)	8.83%
Garbage Licenses	1,400	1,200	1,400	-	(1,400)	0.00%
Pet Licenses	42,441	37,753	41,000	1,246	(39,754)	3.04%
Fire Permits	22,400	32,653	15,000	1,900	(13,100)	12.67%
Code Enforcement Licenses & Permits:						
Alarm Permits	11,810	11,270	12,000	970	(11,030)	8.08%
Building Permits	1,414,027	2,027,145	1,414,000	82,214	(1,331,786)	5.81%
Electrical Permits	126,394	170,655	126,000	7,510	(118,490)	5.96%
Heating Permits	88,137	101,214	88,000	5,912	(82,088)	6.72%
Plumbing Permits	75,496	118,070	75,000	6,032	(68,968)	8.04%
Driveway Permits	12,600	10,605	12,000	825	(11,175)	6.88%
Sidewalk Permits	12,510	11,305	12,000	900	(11,100)	7.50%
Moving/Demolition Permits	300	275	200	-	(200)	0.00%
Fence & Oversize Permits	54,657	71,931	60,000	7,693	(52,307)	12.82%
Subtotal	\$ 1,997,779	\$ 2,703,138	\$ 1,956,600	\$ 125,999	\$ (1,830,601)	6.44%
Use of Money and Property:						
Interest	\$ 4,120,576	\$ 4,264,554	\$ 3,400,000	\$ 328,234	\$ (3,071,766)	9.65%
Commissions	22,627	27,124	21,000	25	(20,976)	0.12%
Leases	62,820	51,048	52,358	1,500	(50,858)	2.86%
Community Centers Rental	119,478	116,165	104,000	9,185	(94,815)	8.83%
Park Shelter Rentals	21,989	22,849	22,000	2,420	(19,580)	11.00%
Sports Complex Rentals	170,400	163,732	142,000	54,288	(87,713)	38.23%
Aquatic Center Rentals	38,883	37,593	34,000	654	(33,346)	1.92%
Miscellaneous Rentals	91,192	72,213	25,000	3,214	(21,786)	12.85%
Subtotal	\$ 4,647,964	\$ 4,755,280	\$ 3,800,358	\$ 399,519	\$ (3,400,839)	10.51%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 571,591	\$ 457,894	\$ 474,000	\$ 201,207	\$ (272,793)	42.45%
School/Police Agreements	225,186	251,307	311,914	18,292	(293,622)	5.86%
County Library Contribution	161,032	158,260	158,260	46,626	(111,634)	29.46%
Other Local Contributions	110,452	197,390	80,000	-	(80,000)	0.00%
State:						
Commercial & Industrial Replacement	401,351	261,005	127,956	-	(127,956)	0.00%
Business Property Tax Credit	211,780	215,718	184,322	-	(184,322)	0.00%
Library Contribution	26,085	26,689	26,689	-	-	0.00%
Miscellaneous Grants	4,950	19,772	-	-	-	
Federal:						
Public Safety Grants	91,127	83,423	60,000	11,388	(48,612)	18.98%
Subtotal	\$ 1,803,554	\$ 1,671,458	\$ 1,423,141	\$ 277,514	\$ (1,145,627)	19.50%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 12,042	\$ 13,600	\$ 12,000	\$ 812	\$ (11,188)	6.77%
Fire/Ambulance Reports	80	120	100	10	(90)	10.00%
False Alarm Fees	775	450	1,000	-	(1,000)	0.00%
Ambulance Charges	2,842,156	2,931,267	2,880,447	308,226	(2,572,221)	10.70%
Fingerprinting	11,442	8,832	11,000	730	(10,270)	6.64%
Towing Surcharge	2,050	1,500	2,000	350	(1,650)	17.50%
Plan Review Fees	7,111	2,400	5,000	-	(5,000)	0.00%
Parks and Recreation:						
Admissions	718,279	682,870	598,000	285,261	(312,739)	47.70%
Season Passes	514,550	572,433	547,000	16,775	(530,225)	3.07%
Special Programs	128,896	149,812	139,000	20,538	(118,462)	14.78%

	2023-24 Actual	2024-25 Actual	2025-26 Budget	As of July 31, 2025	Over (under) Budget	Percent ⁽¹⁾
Rec Programs - Tax Exempt	594,582	680,525	570,000	48,563	(521,437)	8.52%
Swimming Lessons	122,998	143,534	125,000	8,695	(116,305)	6.96%
Dog Park Passes	29,779	28,103	30,000	955	(29,045)	3.18%
Housing and Subdivision:						
Housing Code	86,324	146,255	86,000	6,750	(79,250)	7.85%
Plan Review Fees	196,823	416,751	196,000	6,715	(189,285)	3.43%
Site Plan Review	13,560	16,400	13,000	1,200	(11,800)	9.23%
Zoning	13,595	6,635	5,000	130	(4,870)	2.60%
Subdivision Filing Fees	9,985	9,045	7,000	460	(6,540)	6.57%
Board of Adjustment Fees	2,660	1,950	2,000	260	(1,740)	13.00%
Architect Review Board Fees	2,065	2,665	2,000	160	(1,840)	8.00%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	396,142	385,687	436,424	-	(436,424)	0.00%
Animal Impound Fees	2,468	2,848	2,000	133	(1,867)	6.65%
Copy Charges	12,027	12,574	10,000	1,188	(8,812)	11.88%
Miscellaneous Service Charges	35,665	81,190	66,800	12,322	(54,478)	18.45%
Subtotal	\$ 5,756,054	\$ 6,297,446	\$ 5,746,771	\$ 720,234	\$ (5,026,537)	12.53%
Other Revenues:						
Map Sales	\$ 35	\$ 10	\$ -	\$ -	\$ -	
Sales/Salvages	11,575	98,132	400	24,204	23,804	6051.05%
Concessions	310,217	283,056	277,000	100,166	(176,834)	36.16%
Contributions-Private Sources	23,714	17,700	-	630	630	
Program Sponsorships	31,415	30,218	28,000	3,592	(24,408)	12.83%
Refunds/Rebates	376	14,581	-	500	500	
Prairie Ridge Maint Reimb	263,863	329,636	311,114	-	(311,114)	0.00%
Police OT Reimb	18,390	19,470	12,000	-	(12,000)	0.00%
Court Fines	42,272	46,019	42,000	2,795	(39,205)	6.65%
Library Fines	18,257	18,085	16,000	1,353	(14,647)	8.46%
Miscellaneous Library Revenues	13,232	6,993	6,000	716	(5,284)	11.93%
Miscellaneous Revenues	21,120	17,617	5,000	(2,990)	(7,990)	-59.79%
Overages/Shortages	1,095	2,184	-	572	572	
Subtotal	\$ 755,560	\$ 883,700	\$ 697,514	\$ 131,538	\$ (565,976)	18.86%
Fund Total	\$ 48,493,748	\$ 54,016,361	\$ 52,319,987	\$ 2,420,133	\$ (49,899,854)	4.63%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 45,642	\$ 62,793	\$ 51,000	\$ -	\$ (51,000)	0.00%
Refunds/Reimbursements	-	-	-	-	-	
Fund Total	\$ 45,642	\$ 62,793	\$ 51,000	\$ -	\$ (51,000)	0.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 9,595,382	\$ 9,966,603	\$ 10,654,537	\$ 832,530	\$ (9,822,007)	7.81%
Interest	540,503	456,352	351,000	-	(351,000)	0.00%
Grants	(4,950)	4,950	-	-	-	
Salvage Sales	3,556	2,589	3,000	629	(2,371)	20.97%
Refunds	1,026	17,782	-	248,282	248,282	
Reimbursements	3,783	1,238	-	11,090	11,090	
Fund Total	\$ 10,139,300	\$ 10,449,514	\$ 11,008,537	\$ 1,092,531	\$ (9,916,006)	9.92%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,914,746	\$ 6,902,828	\$ 7,092,254	\$ 28,345	\$ (7,063,909)	0.40%
TIF District Urban Renewal II	568,305	516,006	620,625	3,138	(617,487)	0.51%
TIF District Urban Renewal III	863,401	514,613	609,156	368	(608,788)	0.06%
Use of Money and Property:						
Interest	384,371	293,435	248,000	-	(248,000)	0.00%
Other Reimbursements	539,853	-	-	-	-	
Fund Total	\$ 11,270,675	\$ 8,226,882	\$ 8,570,035	\$ 31,851	\$ (8,538,184)	0.37%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,552,663	\$ 2,953,611	\$ 3,134,545	\$ 6,961	\$ (3,127,584)	0.22%
Non-property Taxes:						
Mobile Home Tax	1,500	1,410	1,000	232	(768)	23.16%
Utility Replacement Tax	17,258	16,950	16,891	-	(16,891)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	34,746	23,316	11,665	-	(11,665)	0.00%
School Police Agreements	33,836	37,534	54,435	3,112	(51,323)	5.72%
Business Property Tax Credit	18,343	19,018	16,803	-	(16,803)	0.00%
Use of Money and Property:						
Interest	26,250	26,306	20,000	-	(20,000)	0.00%
Fund Total	\$ 2,684,596	\$ 3,078,145	\$ 3,255,339	\$ 10,304	\$ (3,245,035)	0.32%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 15,015,401	\$ 17,016,365	\$ 18,048,107	\$ 41,583	\$ (18,006,524)	0.23%
Non-property Taxes:						
Mobile Home Tax	8,190	7,691	8,000	1,263	(6,737)	15.79%
Utility Replacement Tax	94,137	92,457	92,130	-	(92,130)	0.00%

	2023-24 Actual	2024-25 Actual	2025-26 Budget	As of July 31, 2025	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	204,349	134,342	67,144	-	(67,144)	0.00%
Business Property Tax Credit	100,053	103,732	91,653	-	(91,653)	0.00%
Use of Money and Property:						
Interest	273,368	270,517	223,000	-	(223,000)	0.00%
Fund Total	\$ 15,695,498	\$ 17,625,104	\$ 18,530,034	\$ 42,846	\$ (18,487,188)	0.23%
Solid Waste Fund:						
Recycling Fees	\$ 1,425,436	\$ 1,490,959	1,571,000	128,431	(1,442,569)	8.18%
Service Charges	21,010	20,583	21,000	1,691	(19,309)	8.05%
Interest	26,230	25,774	21,000	-	(21,000)	0.00%
Fund Total	\$ 1,472,676	\$ 1,537,316	\$ 1,613,000	\$ 130,122	\$ (1,482,878)	8.07%
Water Fund:						
Refunds	\$ 12,449	\$ 15,791	10,000	3,441	\$ (6,559)	34.41%
Sales Tax	22	171	-	2	2	
Excise Tax	1,087,401	1,125,223	1,250,000	110,494	(1,139,506)	8.84%
Cell Tower Lease	56,144	56,744	60,725	4,835	(55,890)	7.96%
Outside Billing	29,060	34,903	28,000	520	(27,480)	1.86%
Water Sales	15,460,204	15,858,730	16,559,770	1,600,606	(14,959,164)	9.67%
Hook Up Fees	263,502	299,542	200,000	16,550	(183,450)	8.28%
Meter Sales	414,112	466,957	431,000	37,094	(393,906)	8.61%
Temporary Water Sales	54,460	75,020	60,000	3,300	(56,700)	5.50%
Water Availability	3,810,091	4,094,002	4,203,820	365,963	(3,837,857)	8.71%
Service Charges	169,199	154,356	151,000	14,714	(136,286)	9.74%
Unapplied Credits	(4,310)	(684)	-	2,703	2,703	
Deposits	192,087	177,691	203,000	19,487	(183,513)	9.60%
Interest	105,000	105,223	80,000	-	(80,000)	0.00%
Bond Proceeds	325,572	-	8,500,000	-	(8,500,000)	0.00%
Miscellaneous	6,525	8,190	-	(1)	(1)	
Fund Total	\$ 21,981,518	\$ 22,471,860	\$ 31,737,315	\$ 2,179,709	\$ (29,557,606)	6.87%
Sewer Fund:						
Sales Tax	\$ 260,283	\$ 255,460	\$ 300,000	\$ 21,464	\$ (278,536)	7.15%
Miscellaneous	9,649	-	-	-	-	
Miscellaneous Service Charge	60,577	51,995	60,000	3,786	(56,214)	6.31%
Sewer Usage	9,597,819	10,215,955	10,523,849	891,883	(9,631,966)	8.47%
Hook Up Fees	886,353	606,438	300,000	6,600	(293,400)	2.20%
Sewer Availability	6,534,713	6,756,739	7,166,000	589,981	(6,576,019)	8.23%
Interest	94,500	108,922	82,000	-	(82,000)	0.00%
Fund Total	\$ 17,443,893	\$ 17,995,509	\$ 18,431,849	\$ 1,513,715	\$ (16,918,134)	8.21%
Storm Water Fund						
Permits	\$ 73,760	\$ 79,361	\$ 72,000	\$ 5,600	\$ (66,400)	7.78%
Interest	166,196	162,649	130,000	-	(130,000)	0.00%
Sales Tax	69,187	84,786	95,000	7,494	(87,506)	7.89%
Service Charges	3,496,365	4,197,835	4,339,469	367,996	(3,971,473)	8.48%
Miscellaneous	10,391	3,100	15,000	-	(15,000)	0.00%
Fund Total	\$ 3,815,898	\$ 4,527,731	\$ 4,651,469	\$ 381,090	\$ (4,270,379)	8.19%
Golf Course Fund:						
Refunds	\$ 1,836	\$ 1,284	\$ 1,000	\$ -	\$ (1,000)	0.00%
Commissions	1,008	3,432	1,000	12	(989)	1.15%
Miscellaneous Service Charges	25,582	59,201	74,000	10,657	(63,343)	14.40%
Gift Certificates	10,517	4,575	-	(1,571)	(1,571)	
Driving Range	228,752	247,012	202,000	40,593	(161,407)	20.10%
Rec Program Fees	28,930	28,772	26,000	(82)	(26,082)	-0.32%
Overages (Shortages)	(1,372)	(432)	-	(51)	(51)	
Food and Beverage Sales	306,141	288,601	270,000	44,608	(225,392)	16.52%
Clubhouse and Banquet Rental	24,291	18,643	27,000	400	(26,600)	1.48%
Alcoholic Beverage Sales	332,115	356,616	313,000	61,962	(251,038)	19.80%
Season Passes	110,772	112,831	112,000	537	(111,463)	0.48%
Greens Fees	824,833	871,453	717,000	159,366	(557,634)	22.23%
Merchandise Sales	141,340	154,435	130,000	21,653	(108,347)	16.66%
Cart Rental	470,217	501,143	427,000	89,516	(337,484)	20.96%
Equipment Rental	3,230	3,645	3,000	725	(2,275)	24.17%
Sales Tax	48,454	53,349	43,000	8,986	(34,014)	20.90%
Miscellaneous Revenue	98,393	102,470	102,000	19,051	(82,949)	18.68%
Interest	104,588	115,008	92,000	-	(92,000)	0.00%
Other Reimbursement	1,050	-	-	-	-	
Fund Total	\$ 2,760,675	\$ 2,922,037	\$ 2,540,000	\$ 456,361	\$ (2,083,639)	17.97%
Total - Major Operating Funds	\$ 135,804,120	\$ 142,913,252	\$ 152,708,565	\$ 8,258,661	\$ (144,449,904)	5.41%

⁽¹⁾ July is 8.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
July 31, 2025

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 3,000	\$ 13,114	\$ 10,114	437%	\$ 2,167,272	\$ 197,322	\$ (1,969,950)	9%
Police Operations	1112	428,914	32,475	(396,439)	8%	9,606,991	766,634	(8,840,357)	8%
Police Support Services	1114	36,000	2,512	(33,488)	7%	2,902,423	220,327	(2,682,096)	8%
Crossing Guards	1119	-	-	-	N/A	139,709	-	(139,709)	0%
Emergency Preparedness	1140	-	-	-	N/A	440,700	290	(440,410)	0%
Fire Support	1141	494,100	203,117	(290,983)	41%	1,498,229	99,542	(1,398,687)	7%
Fire Suppression	1142	1,000	15,131	14,131	1513%	4,807,584	272,880	(4,534,704)	6%
Emergency Medical Services	1144	2,880,447	308,760	(2,571,687)	11%	8,423,107	459,033	(7,964,074)	5%
Code Enforcement	1460	2,023,200	112,593	(1,910,607)	6%	2,374,112	166,630	(2,207,482)	7%
Animal Control	2224	2,000	133	(1,867)	7%	32,000	1,625	(30,375)	5%
Subtotal		\$ 5,868,661	\$ 687,836	\$ (5,180,825)	12%	\$ 32,392,127	\$ 2,184,283	\$ (30,207,844)	7%
Culture & Recreation:									
Library	2331	\$ 242,349	\$ 52,721	\$ (189,628)	22%	\$ 3,053,793	\$ 253,275	\$ (2,800,518)	8%
Park Administration	2440	72,000	3,375	(68,625)	5%	393,676	26,989	(366,687)	7%
Park Maintenance	2441	-	-	-	N/A	2,236,523	207,059	(2,029,464)	9%
Recreation Programs	2442	675,000	67,334	(607,666)	10%	1,004,800	136,421	(868,379)	14%
Community Centers	2443	292,000	23,008	(268,992)	8%	634,584	41,348	(593,236)	7%
Aquatic Centers	2444	1,463,000	402,143	(1,060,857)	27%	1,833,898	402,685	(1,431,213)	22%
Prairie Ridge Sports Complex	2445	476,167	46,795	(429,372)	10%	1,310,628	129,762	(1,180,866)	10%
Hawkeye Concessions	2446	67,800	21,512	(46,288)	32%	71,430	11,433	(59,997)	16%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 3,288,316	\$ 616,888	\$ (2,671,428)	19%	\$ 10,539,932	\$ 1,208,971	\$ (9,330,961)	11%
Public Works:									
Airport Authority	3548	\$ 745,727	\$ 1,723	\$ (744,004)	0%	\$ 745,736	\$ -	\$ -	0%
Subtotal		\$ 745,727	\$ 1,723	\$ (744,004)	0%	\$ 745,736	\$ -	\$ -	0%
Community & Economic Development:									
Development Engineering	3545	\$ 48,000	\$ 6,093	\$ (41,907)	13%	\$ 1,103,229	\$ 86,493	\$ (1,016,736)	8%
Housing Authority	3648	-	-	-	N/A	14,237	-	(14,237)	0%
Economic Development	4886	-	-	-	N/A	417,927	27,864	(390,063)	7%
Community Development	4887	30,000	2,210	(27,790)	7%	1,414,869	94,523	(1,320,346)	7%
Subtotal		\$ 78,000	\$ 8,303	\$ (69,697)	11%	\$ 2,950,262	\$ 208,880	\$ (2,741,382)	7%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 489,943	\$ 31,959	\$ (457,984)	7%
Mayor and City Council	4881	-	-	-	N/A	184,967	83,819	(101,148)	45%
Human Resources	4882	-	-	-	N/A	574,002	57,541	(516,461)	10%
City Manager	4883	-	-	-	N/A	1,278,364	77,572	(1,200,792)	6%
City Clerk	4884	142,400	12,042	(130,358)	8%	582,129	47,131	(534,998)	8%
Finance	4885	41,760,459	1,093,341	(40,667,118)	3%	679,983	45,993	(633,990)	7%
Information Technology	4889	436,424	-	(436,424)	0%	1,745,696	89,190	(1,656,506)	5%
City Hall Building	4891	-	-	-	N/A	104,359	3,302	(101,057)	3%
Subtotal		\$ 42,339,283	\$ 1,105,383	\$ (41,233,900)	3%	\$ 5,639,443	\$ 436,506	\$ (5,202,937)	8%
Total General Fund		\$ 52,319,987	\$ 2,420,133	\$ (49,899,854)	5%	\$ 52,267,500	\$ 4,038,639	\$ (48,228,861)	8%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 51,000	\$ -	\$ (51,000)	0%	\$ 1,840,989	\$ 74,498	\$ (1,766,491)	4%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 750,000	\$ 59,977	\$ (690,023)	8%

Revenue						Expenditures					
		Budget	Actual	Variance	%	Budget	Actual	Variance	%		
Roadway Administration	3261	11,008,537	1,092,531	(9,916,006)	10%	2,435,550	160,794	(2,274,756)	7%		
Roadway Maintenance	3262	-	-	-	N/A	3,397,314	262,904	(3,134,410)	8%		
Snow and Ice Control	3263	-	-	-	N/A	1,214,930	-	(1,214,930)	0%		
Traffic Safety	3265	-	-	-	N/A	1,745,228	82,233	(1,662,995)	5%		
Total Road Use Tax Fund		\$ 11,008,537	\$ 1,092,531	\$ (9,916,006)	10%	\$ 9,543,022	\$ 565,908	\$ (8,977,114)	6%		
Tax Increment Financing											
Community and Economic Development	4280	\$ 8,570,035	\$ 31,851	\$ (8,538,184)	0%	\$ 3,212,250	\$ -	\$ (3,212,250)	0%		
Police and Fire Retirement											
Public Safety:	4290	\$ 3,255,339	\$ 10,304	\$ (3,245,035)	0%	\$ 3,465,256	\$ 247,062	\$ (3,218,194)	7%		
Debt Service											
Debt Service:	4300	\$ 18,530,034	\$ 42,846	\$ (18,487,188)	0%	\$ 27,055,475	\$ -	\$ -	0%		
Solid Waste											
Enterprise:	3500	\$ 1,613,000	\$ 130,122	\$ (1,482,878)	8%	\$ 1,604,402	\$ 110,744	\$ (1,493,658)	7%		
Water											
Enterprise:											
Utility Deposits	3505	\$ 203,000	\$ 19,487	\$ (183,513)	10%	\$ 182,000	\$ 22,975	\$ (159,025)	13%		
Water Administration	3510	31,534,315	2,160,222	(29,374,093)	7%	28,720,114	201,238	(28,518,876)	1%		
Water Maintenance	3512	-	-	-	N/A	3,368,243	284,067	(3,084,176)	8%		
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A		
Water Sinking	3530	-	-	-	N/A	3,705,682	-	(3,705,682)	0%		
Total Water Fund		\$ 31,737,315	\$ 2,179,709	\$ (29,557,606)	7%	\$ 35,976,039	\$ 508,281	\$ (35,467,758)	1%		
Sewer											
Enterprise:											
Wastewater Administration	3550	\$ 18,431,849	\$ 1,513,715	\$ (16,918,134)	8%	\$ 10,395,128	\$ 1,566,110	\$ (8,829,018)	15%		
Wastewater Operations	3552	-	-	-	N/A	2,211,090	115,056	(2,096,034)	5%		
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A		
Total Sewer Fund		\$ 18,431,849	\$ 1,513,715	\$ (16,918,134)	8%	\$ 12,606,218	\$ 1,681,166	\$ (10,925,052)	13%		
Storm Water											
Enterprise:											
Storm Water Administration	3580	\$ 4,651,469	\$ 381,090	\$ (4,270,379)	8%	\$ 1,319,639	\$ 107,178	\$ (1,212,461)	8%		
Street Cleaning	3584	-	-	-	N/A	273,254	10,215	(263,039)	4%		
Total Storm Water Fund		\$ 4,651,469	\$ 381,090	\$ (4,270,379)	8%	\$ 1,592,893	\$ 117,393	\$ (1,475,500)	7%		
Golf Course											
Enterprise:											
Golf Course Maintenance	2591	\$ 1,000	\$ -	\$ (1,000)	0%	\$ 824,355	\$ 64,674	\$ (759,681)	8%		
Golf Course Pro Shop	2592	1,795,000	328,978	(1,466,022)	18%	802,722	80,075	(722,647)	10%		
Golf Course Banquet Services	2595	744,000	127,383	(616,617)	17%	793,845	100,512	(693,334)	13%		
Total Golf Course Fund		\$ 2,540,000	\$ 456,361	\$ (2,083,639)	18%	\$ 2,420,922	\$ 245,261	\$ (2,175,661)	10%		
Total		\$ 152,708,565	\$ 8,258,661	\$ (144,449,904)	5%	\$ 151,584,966	\$ 7,588,952	\$ (116,940,539)	5%		

**City of Ankeny
Investment Schedule
July 2025**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance July 31, 2025
Capital Projects													
104092373377	Robert W. Baird & Co.	FNMA	Federal Security	4.407%	9/3/2024	8/25/2025	356	\$ 5,000,000.00	\$ -	\$ (188,525.65)	\$ -	\$ -	\$ 4,811,474.35
	Community Choice Cre	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	-	(170,858.59)	-	-	4,829,141.41
	RBC Wealth Managemen	T-Note	T-Note	3.891%	9/3/2024	8/15/2026	711	5,000,000.00	-	43,848.75	-	-	5,043,848.75
Subtotal								\$ 19,000,000.00	\$ -	\$ (315,535.49)	\$ -	\$ -	\$ 18,684,464.51
Equipment Reserve													
260007546	Community State	CD	CD	4.170%	6/24/2025	6/24/2026	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
0015592889-1003	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	-	(139,860.95)	-	-	4,860,139.05
	RBC Wealth Managemen	MUFG Bank	Commercial Paper	4.442%	12/12/2024	9/5/2025	267	4,840,541.65	-	-	-	-	4,840,541.65
	Green State Credit Unio	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	4.250%	9/27/2024	9/27/2025	365	5,000,000.00	-	-	-	-	5,000,000.00
	260007020	Community State	CD	4.400%	4/4/2025	10/1/2025	180	5,000,000.00	-	-	-	-	5,000,000.00
	RBC Wealth Managemen	FHLMC	Federal Security	4.204%	4/16/2025	10/15/2025	182	1,310,000.00	21.83	(23,056.00)	-	-	1,286,965.83
	RBC Wealth Managemen	FHLMC	Federal Security	4.197%	4/16/2025	10/27/2025	194	1,140,000.00	-	(21,318.00)	-	-	1,118,682.00
	Robert W. Baird & Co.	T-Note	T-Note	4.256%	12/13/2024	11/30/2025	352	5,000,000.00	-	(179,750.00)	-	-	4,820,250.00
	Robert W. Baird & Co.	T-Note	T-Note	4.068%	4/16/2025	1/31/2026	290	5,000,000.00	27,192.68	(55,531.25)	38,432.32	-	4,944,468.75
6901143053	BMO	CD	CD	4.180%	4/4/2025	4/4/2026	365	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	3.955%	4/16/2025	4/15/2026	364	5,000,000.00	512.30	(9,828.12)	-	-	4,990,684.18
3000907325	Lincoln Savings Bank	MM	Money market	3.200%	N/A	N/A	MM	7,731,672.70	-	-	20,983.58	-	7,731,672.70
IA02-39246-101	IPAIT	MM	Money market	4.074%	N/A	N/A	MM	45,970,754.05	-	-	158,501.33	-	45,970,754.05
	Farmers State Bank	MM	Money market	4.080%	N/A	N/A	MM	25,440,059.04	-	-	87,997.29	-	25,440,059.04
Subtotal								\$ 131,289,566.34	\$ 27,726.81	\$ (429,344.32)	\$ 305,914.52	\$ -	\$ 130,860,756.15
Police/Fire Pension													
260007546	Community State	CD	CD	4.170%	6/24/2025	6/24/2026	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
104092373377	Community Choice Cre	CD	CD	4.250%	9/27/2024	9/27/2025	364	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
260007546	Community State	CD	CD	4.170%	6/24/2025	6/24/2026	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Water Fund													
260007546	Community State	CD	CD	4.170%	6/24/2025	6/24/2026	365	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00
Total Investments								\$ 156,789,566.34	\$ 27,726.81	\$ (744,879.81)	\$ 305,914.52	\$ -	\$ 156,045,220.66

**City of Ankeny
Investment Schedule
July 2025**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance July 31, 2025
<u>Totals by Institution</u>													
	Bankers Trust							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	BMO							5,000,000.00	-	-	-	-	5,000,000.00
	Community Choice Credit Union							5,000,000.00	-	-	-	-	5,000,000.00
	Community State							10,500,000.00	-	-	-	-	10,500,000.00
	Farmers State Bank							25,440,059.04	-	-	87,997.29	-	25,440,059.04
	First Interstate Bank							-	-	-	-	-	-
	First National Bank							-	-	-	-	-	-
	Great Southern Bank							-	-	-	-	-	-
	Green State Credit Union							5,000,000.00	-	-	-	-	5,000,000.00
	IPAIT							45,970,754.05	-	-	158,501.33	-	45,970,754.05
	Lincoln Savings Bank							7,731,672.70	-	-	20,983.58	-	7,731,672.70
	Northwest Bank							-	-	-	-	-	-
	RBC Wealth Management							12,290,541.65	21.83	(525.25)	-	-	12,290,038.23
	Robert W. Baird & Co.							34,856,538.90	27,704.98	(744,354.56)	38,432.32	-	34,112,696.64
	South Story Bank & Trust							-	-	-	-	-	-
	Two Rivers Bank & Trust							5,000,000.00	-	-	-	-	5,000,000.00
	Veridian Credit Union							-	-	-	-	-	-
	Wells Fargo Bank							-	-	-	-	-	-
	Total							\$ 156,789,566.34	\$ 27,726.81	\$ (744,879.81)	\$ 305,914.52	\$ -	\$ 156,045,220.66
<u>Totals by Type</u>													
	CD							\$ 30,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,500,000.00
	Commercial paper							9,697,080.55	-	-	-	-	9,697,080.55
	Money market							79,142,485.79	-	-	267,482.20	-	79,142,485.79
	Federal security							7,450,000.00	21.83	(232,899.65)	-	-	7,217,122.18
	T-Bill							-	-	-	-	-	-
	T-Note							30,000,000.00	27,704.98	(511,980.16)	38,432.32	-	29,488,532.14
								\$ 156,789,566.34	\$ 27,726.81	\$ (744,879.81)	\$ 305,914.52	\$ -	\$ 156,045,220.66



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to receive and file Building Permit Report for July 2025.

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. Building Permit Report July 2025

**City of Ankeny
Building Permit Report**

Month of July 2025

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	July-25		July-24		1/1/2025-7/31/2025		1/1/2024-7/31/2024		7/1/2025-7/31/2025	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	22	\$9,057,012	22	\$8,818,433	184	\$72,562,451	270	\$102,830,658	22	\$9,057,012
New Single Family Attached/Duplex	10	\$2,808,042	6	\$1,667,370	243	\$62,781,626	82	\$21,305,173	10	\$2,808,042
New Multi - Family	0	\$0	0	\$0	7	\$69,848,877	3	\$1,614,766	0	\$0
Total New Residential Permits	32	\$11,865,054	28	\$10,485,803	434	\$205,192,954	355	\$125,750,597	32	\$11,865,054
Additions/Alterations/Other (1)	79	\$511,871	81	\$1,002,611	473	\$22,457,959	441	\$5,228,325	79	\$511,871
Total New Dwelling Units	32		28		1017		362		32	
NON-RESIDENTIAL										
New Commercial	1	\$1,500,000	3	\$3,515,000	15	\$56,995,033	8	\$14,180,080	1	\$1,500,000
COM Additions/Alterations/Other	5	\$562,000	11	\$3,148,894	45	\$17,391,648	63	\$34,898,375	5	\$562,000
New Church	0	\$0	0	\$0	1	\$300,000	0	\$0	0	\$0
CHR Additions/Alterations/Other	1	\$95,000	0	\$0	3	\$3,635,950	2	\$81,748	1	\$95,000
New School	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SCH Additions/Alterations/Other	1	\$268,000	0	\$0	3	\$826,490	2	\$3,612,000	1	\$268,000
Total Non Residential Permits	8	\$2,425,000	14	\$6,663,894	67	\$79,149,121	75	\$52,772,203	8	\$2,425,000
MISC PERMITS (2)	91	\$91,740	80	\$145,059	573	\$1,425,404	511	\$907,644	91	\$91,740
TOTALS	210	\$14,893,665	203	\$18,297,367	1547	\$308,225,438	1382	\$184,658,769	210	\$14,893,665

(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 July 2025

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	7/1/2025	\$526,804	25-3969-NEW	1904 NE 19th St	Redwood Builders	Redwood Builders
Single Family Detached	New Building	7/7/2025	\$556,748	25-3602-NEW	3801 SE 30th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	7/7/2025	\$471,073	25-3603-NEW	3805 SE 30th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	7/10/2025	\$553,614	25-4059-NEW	2410 NW 29th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	7/16/2025	\$628,958	25-3998-NEW	3208 NE Avery Dr	Dreamscape Homebuilders	Dreamscape Homebuilders
Single Family Detached	New Building	7/17/2025	\$359,484	25-4241-NEW	5707 NE Verona Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/17/2025	\$330,478	25-4243-NEW	5708 NE Verona Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/17/2025	\$349,716	25-4246-NEW	5712 NE Verona Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/21/2025	\$418,081	25-3521-NEW	6203 NE Oak Ln	Harvest Ridge Builders	Harvester Ridge Builders LLC
Single Family Detached	New Building	7/21/2025	\$264,816	25-4190-NEW	4204 NW 17th Ct	Greenland Homes IA INC	Greenland Homes IA INC
Single Family Detached	New Building	7/21/2025	\$310,912	25-4192-NEW	1663 NW Savannah Dr	Greenland Homes IA INC	Greenland Homes IA INC
Single Family Detached	New Building	7/21/2025	\$264,656	25-4191-NEW	1652 NW Savannah Dr	Greenland Homes IA INC	Greenland Homes IA INC
Single Family Detached	New Building	7/22/2025	\$343,268	25-4136-NEW	4216 NE 5th St	Jerry's Homes Inc.	Jerry's Homes Inc.
Single Family Detached	New Building	7/23/2025	\$332,132	25-4224-NEW	415 NE Crossing Oaks Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	7/25/2025	\$364,280	25-4450-NEW	4305 NE 11th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/25/2025	\$416,141	25-4449-NEW	4306 NE 11th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/25/2025	\$366,840	25-4448-NEW	4310 NE 11th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/25/2025	\$391,701	25-4447-NEW	4314 NE 11th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/25/2025	\$415,401	25-4446-NEW	4318 NE 11th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/28/2025	\$463,707	25-4062-NEW	3308 SE Bannister Dr	Vander Kamp Homebuilders	Vander Kamp Framing LLC
Single Family Detached	New Building	7/28/2025	\$477,185	25-4061-NEW	3306 SE Bannister Dr	Vander Kamp Homebuilders	Vander Kamp Framing LLC
Single Family Detached	New Building	7/29/2025	\$451,018	25-4438-NEW	2205 NE 19th St	Redwood Builders	Redwood Builders
Single Family Attached	New Building	7/2/2025	\$277,895	25-3116-NEW	4346 NE Spear Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/2/2025	\$277,895	25-3115-NEW	4342 NE Spear Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/2/2025	\$277,895	25-3114-NEW	4338 NE Spear Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/2/2025	\$277,895	25-3113-NEW	4334 NE Spear Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/2/2025	\$277,895	25-3112-NEW	4330 NE Spear Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/2/2025	\$277,895	25-3110-NEW	4326 NE Spear Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/22/2025	\$285,168	25-4234-NEW	1320 NE Country Meadow Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/22/2025	\$285,168	25-4235-NEW	1324 NE Country Meadow Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/22/2025	\$285,168	25-4238-NEW	1328 NE Country Meadow Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	7/22/2025	\$285,168	25-4239-NEW	1332 NE Country Meadow Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Addition	7/11/2025	\$20,874	25-3176-ADD	3608 NW 13th St	Central Iowa Contractor Services	Central Iowa Contractor Services
Single Family Detached	Building Addition	7/15/2025	\$35,523	25-4236-ADD	1316 NE 49th St	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Addition	7/17/2025	\$29,617	25-3965-ADD	5707 NE Hillcrest Dr	Cory Construction LLC	Cory Construction LLC
Single Family Detached	Building Addition	7/24/2025	\$38,045	25-4377-ADD	1919 NW Prairie Lakes Ct	Heath Woods	Heath Woods
Single Family Detached	Building Addition	7/25/2025	\$24,637	25-2985-ADD	801 NW 22nd St	Midwest Construction	Midwest Construction
Single Family Attached	Building Alteration	7/25/2025	\$18,270	25-4393-ALT	4413 NW Olivia Ln	Greenland Homes IA INC	Greenland Homes IA INC
Single Family Detached	Building Alteration	7/1/2025	\$32,508	25-4018-ALT	1011 NW Jackson Dr	Happe Homes	Happe Homes
Single Family Detached	Building Alteration	7/1/2025	\$3,000	25-3999-ALT	813 SE Chaparal Dr	Toby Hughes	Toby Hughes
Single Family Detached	Building Alteration	7/1/2025	\$3,622	25-3027-ALT	513 SW Kenworthy Dr	Zachary Jameson	Zachary Jameson

Single Family Detached	Building Alteration	7/2/2025	\$24,381	25-4010-ALT	2512 NW Linwood Ct	Jerry's Homes Inc.	Jerry's Homes Inc.
Single Family Detached	Building Alteration	7/2/2025	\$500	25-4050-ALT	2822 SW Homestead Cir	Colin Downing	Read Plumbing LLC.
Single Family Detached	Building Alteration	7/3/2025	\$15,750	25-4014-ALT	1306 NE 56th St	The HQ Handyman	The HQ Handyman
Single Family Detached	Building Alteration	7/8/2025	\$17,640	25-4125-ALT	409 SW 15th St	Ultimate Construction Services	Ultimate Construction Services
Single Family Detached	Building Alteration	7/9/2025	\$3,000	25-4153-ALT	701 NE 9th St	Toby Hughes	Toby Hughes
Single Family Detached	Building Alteration	7/9/2025	\$7,800	25-4182-ALT	314 NE Bel-Aire Rd	DLR Construction	DLR Construction
Single Family Detached	Building Alteration	7/9/2025	\$3,408	25-3537-ALT	2710 NW Park Ln	Eden and Gray Design Build	Eden and Gray Design Build
Single Family Detached	Building Alteration	7/16/2025	\$15,057	25-4313-ALT	1664 NW Savannah Dr	Elite Construction	Elite Construction
Single Family Detached	Building Alteration	7/23/2025	\$9,576	25-4326-ALT	5517 NE Seneca Dr	Central Iowa Contractor Services	Central Iowa Contractor Services
Single Family Detached	Building Alteration	7/24/2025	\$22,050	25-4269-ALT	420 NE 58th St	Vishal Patel	A-1 Basement Finishing
Single Family Detached	Building Alteration	7/25/2025	\$22,082	25-4380-ALT	1211 NW Jackson Dr	Greenland Homes IA INC	Greenland Homes IA INC
Single Family Detached	Building Alteration	7/25/2025	\$29,452	25-4374-ALT	4507 NW 13th St	Greenland Homes IA INC	Greenland Homes IA INC
Single Family Detached	Solar	7/11/2025	\$15,080	25-4045-SOL	1603 NE Shiloh Ct	One Source Solar	One Source Solar
Single Family Detached	Gazebo	7/18/2025	\$3,360	25-4376-GAZ	5005 NW 7th St	Michael O Linn	Michael O Linn
Single Family Detached	Porch	7/23/2025	\$7,232	25-4270-PRCH	306 NW Mills Dr	Greer Home Services	Greer Home Services
Single Family Detached	Shed	7/3/2025	\$4,320	25-4104-SHD	1410 SW Kenworthy Dr	Mark R Ernst	Tuff Shed
Single Family Detached	Shed	7/5/2025	\$2,600	25-4044-SHD	2710 NW Reinhart Dr	James Watson	James Watson
Single Family Detached	Shed	7/8/2025	\$2,240	25-4159-SHD	3901 NE Bellagio Cir	Sean Monahan	Sean Monahan
Single Family Detached	Shed	7/9/2025	\$10,560	25-4117-SHD	2706 NW 3rd St	James Suedmeier	James Suedmeier
Single Family Detached	Shed	7/11/2025	\$3,200	25-4220-SHD	2518 NW Greenwood St	Andrew Johnson	Tuff Shed
Single Family Detached	Shed	7/14/2025	\$2,880	25-4176-SHD	1411 NE Williamsburg Dr	Andrew L Moses	Andrew L Moses
Single Family Detached	Shed	7/18/2025	\$2,400	25-4349-SHD	4207 SW Walnut St	Donnell Vance	Donnell Vance
Single Family Detached	Shed	7/23/2025	\$1,600	25-4399-SHD	2301 NW Abilene Rd	Natasha Daniels	Natasha Daniels
Single Family Detached	Shed	7/24/2025	\$2,400	25-3271-SHD	2805 SW Tradition Cir	Josh King	Josh King
Single Family Detached	Shed	7/25/2025	\$3,840	25-4452-SHD	402 NW Skyline Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	7/31/2025	\$2,400	25-4517-SHD	1809 NW 10th St	Gervais Deb	Tuff Shed (Home Depot)
Single Family Detached	Spa/Hot Tub	7/8/2025	\$0	25-3995-SPA	1012 SE Chaparral Dr	RTCFC LLC	JJ Remodeling & Construction LLC
Single Family Detached	Swimming Pool	7/1/2025	\$0	25-4017-POOL	305 NE 9th St	Tony Petersmith	Tony Petersmith
Single Family Detached	Swimming Pool	7/3/2025	\$0	25-4105-POOL	3153 NW 27th Cir	Renae Epp	Renae Epp
Single Family Detached	Swimming Pool	7/9/2025	\$0	25-4165-POOL	2706 NW 3rd St	juarez landclearing & excavating	Juarez Excavating LLC
Single Family Detached	Swimming Pool	7/18/2025	\$0	25-3293-POOL	802 NW School St	Randall D Weisheit	Randall D Weisheit
Single Family Detached	Swimming Pool	7/18/2025	\$0	25-3550-POOL	3805 SW Westview Dr	Ben Gray	Ben Gray
Single Family Detached	Swimming Pool	7/29/2025	\$0	25-2167-POOL	2018 SE Oliver Ct	Heartland Pool and Spa	Heartland Pool and Spa
Multi-Family	Deck	7/1/2025	\$720	25-3931-DECK	201 NE 12th Street Pl Apt 9	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3932-DECK	201 NE 12th Street Pl Apt 10	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3934-DECK	201 NE 12th Street Pl Apt 11	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3935-DECK	201 NE 12th Street Pl Apt 12	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3936-DECK	201 NE 12th Street Pl Apt 13	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3937-DECK	201 NE 12th Street Pl Apt 14	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3938-DECK	201 NE 12th Street Pl Apt 15	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3939-DECK	201 NE 12th Street Pl Apt 16	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3940-DECK	201 NE 12th Street Pl Apt 17	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3941-DECK	201 NE 12th Street Pl Apt 18	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3942-DECK	201 NE 12th Street Pl Apt 19	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC

Multi-Family	Deck	7/1/2025	\$720	25-3943-DECK	201 NE 12th Street Pl Apt 20	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3944-DECK	201 NE 12th Street Pl Apt 21	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3945-DECK	201 NE 12th Street Pl Apt 22	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3946-DECK	201 NE 12th Street Pl Apt 23	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Multi-Family	Deck	7/1/2025	\$720	25-3947-DECK	201 NE 12th Street Pl Apt 24	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Single Family Attached	Deck	7/1/2025	\$1,560	25-4032-DECK	832 SW Springfield Dr	Higher Ground DSM	Higher Ground DSM
Single Family Detached	Deck	7/1/2025	\$1,728	25-4048-DECK	3821 SW Stonehaven Ln	Kathy Robinson	DC Handyman LLC
Single Family Detached	Deck	7/2/2025	\$7,728	25-3037-DECK	105 SW Oakmont Dr	Custom Decks LLC	Custom Decks, LLC
Single Family Detached	Deck	7/2/2025	\$1,728	25-4007-DECK	2707 NW 27th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	Deck	7/2/2025	\$2,112	25-4013-DECK	2711 NW 27th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	Deck	7/2/2025	\$3,960	25-4073-DECK	3606 NW 2nd Pl	Iowa Home Exteriors LLC	Iowa Home Exteriors LLC
Single Family Detached	Deck	7/7/2025	\$2,268	25-4043-DECK	3210 NE 4th Ln	Mathiasen Building Company	Mathiasen Building Company
Single Family Detached	Deck	7/8/2025	\$2,508	25-4069-DECK	3221 NE 4th Ln	Grace Fox	Grace Fox
Single Family Detached	Deck	7/8/2025	\$2,424	25-4072-DECK	718 NE Michael Ct	Breeanna Tallakson	Breeanna Tallakson
Single Family Detached	Deck	7/10/2025	\$2,688	25-4177-DECK	3307 NW 27th St	Executive Interiors	Executive Interiors
Single Family Detached	Deck	7/14/2025	\$6,000	25-4201-DECK	2403 NW Rockcrest Ct	Des Moines Deck, LLC	Des Moines Deck, LLC
Single Family Detached	Deck	7/14/2025	\$3,456	25-4221-DECK	504 NW Applewood St	Ashley L Vulgamott	Ashley L Vulgamott
Single Family Detached	Deck	7/17/2025	\$3,240	25-4343-DECK	2518 NW Greenwood St	Deck & Drive Solutions	Deck and Drive Solutions
Single Family Detached	Deck	7/18/2025	\$1,680	25-2956-DECK	406 SE Willow Run Ln	Mark Rinehart	Mark Rinehart
Single Family Detached	Deck	7/18/2025	\$1,920	25-3328-DECK	1214 NE 47th St	Performance Builders	Performance Builders
Single Family Detached	Deck	7/24/2025	\$1,200	25-4040-DECK	2004 SW Reunion Cir	Vishal Patel	Ankeny Deck Specialist
Single Family Detached	Deck	7/24/2025	\$3,264	25-4378-DECK	1919 NW Prairie Lakes Ct	Heath Woods	Heath Woods
Single Family Detached	Deck	7/25/2025	\$3,072	25-4382-DECK	3902 NW 14th Ct	Iowa Home Doc, LLC	Iowa Home Doc, LLC
Single Family Detached	Deck	7/30/2025	\$3,456	25-4455-DECK	615 NE 47th St	Covington Construction	Covington Construction
Single Family Detached	Deck	7/30/2025	\$1,728	25-4491-DECK	4312 NE Michael Ct	Better Builders	Better Builders
Single Family Detached	Deck	7/31/2025	\$1,728	25-4526-DECK	414 NW State St	Punky Properties LLC	Punky Properties LLC
Office	New Building	7/15/2025	\$1,500,000	25-2950-NEW	1930 SW Magazine Rd	DRA Properties	DRA Properties LLC
Other	Building Addition	7/3/2025	\$35,000	25-1866-ADD	3105 SW State St	Triad Associates Inc	Triad Associates Inc
Other	Building Addition	7/3/2025	\$35,000	25-1870-ADD	210 SE Magazine Rd	Triad Associates Inc	Triad Associates Inc
Mixed Use	Building Alteration	7/15/2025	\$2,000	25-4184-ALT	1630 S Ankeny Blvd Ste 116	accurate commercial	accurate commercial
Other	Building Alteration	7/30/2025	\$290,000	25-4110-ALT	1407 SW Ordinance Rd	Matt Shields	Matt Shields
Retail	Building Alteration	7/15/2025	\$200,000	25-3971-ALT	1205 SE 16th Ct Ste 125	Mark Hadaway	Ball Team
Church	Building Alteration	7/30/2025	\$95,000	25-4304-ALT	520 NW 36th St	Mike Dean	Lutheran Church Of Hope
School	Building Alteration	7/1/2025	\$268,000	25-3892-ALT	1010 NW Prairie Ridge Dr	Matt Drewis	Excel Mechanical Company Inc
Single Family Detached	Fence/Wall	7/1/2025	\$0	25-2264-FNCE	3308 SW Olde Ivy Cir	Jerilyn Johnson	Jerilyn Johnson
Single Family Detached	Fence/Wall	7/1/2025	\$0	25-4015-FNCE	4708 NE Hayes Dr	Precision Fencing	Precision Fencing
Single Family Detached	Fence/Wall	7/1/2025	\$0	25-4034-FNCE	502 NE 21st St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/1/2025	\$0	25-4052-FNCE	5501 NE Seneca Dr	Zachary Begley	Zachary Begley
Single Family Detached	Fence/Wall	7/2/2025	\$0	25-4068-FNCE	3221 NE 4th Ln	Grace Fox	Grace Fox
Single Family Detached	Fence/Wall	7/3/2025	\$0	25-4096-FNCE	1409 NW Benjamin Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	7/7/2025	\$0	25-4103-FNCE	709 SE 3rd St	Bret Staples	Bret Staples
Single Family Detached	Fence/Wall	7/7/2025	\$0	25-4121-FNCE	1405 NW Benjamin Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	7/8/2025	\$0	25-4134-FNCE	5512 NE Sienna Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co

Single Family Detached	Fence/Wall	7/8/2025	\$0 25-4137-FNCE	2809 SW Tradition Cir	Cade Hemesath	Cade Hemesath
Single Family Detached	Fence/Wall	7/8/2025	\$0 25-4150-FNCE	4104 NE 8th St	Jonah Sperry	Sperry One stop Construction
Single Family Detached	Fence/Wall	7/9/2025	\$0 25-4157-FNCE	5013 NE Trilein Dr	Superior Fence & Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	7/9/2025	\$0 25-4166-FNCE	1911 SE Justice ST	Yulisa Vazquez	Yulisa Vazquez
Single Family Detached	Fence/Wall	7/11/2025	\$0 25-4198-FNCE	1011 NW Jackson Dr	Kammie Happe	Kammie Happe
Single Family Detached	Fence/Wall	7/14/2025	\$0 25-4222-FNCE	221 SE Willow Run Ln	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	7/14/2025	\$0 25-4233-FNCE	110 SW 32nd Ct	Post to Post Fence LLC	Post to Post Fence LLC
Single Family Detached	Fence/Wall	7/15/2025	\$0 25-4169-FNCE	4204 NE 16th St	Ashley Owen	Justus Fencing
Single Family Attached	Fence/Wall	7/15/2025	\$0 25-4211-FNCE	1012 SE Chaparal Dr	RTCFC LLC	RTCFC LLC
Single Family Detached	Fence/Wall	7/15/2025	\$0 25-4251-FNCE	806 NE Meadow Landing Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/15/2025	\$0 25-4260-FNCE	2711 NW Cedarwood Dr	Bret Staples	Bret Staples
Single Family Detached	Fence/Wall	7/15/2025	\$0 25-4262-FNCE	600 NW Linden St	Bret Staples	Bret Staples
Single Family Detached	Fence/Wall	7/16/2025	\$0 25-3780-FNCE	1513 SW Westview Dr	Spencer Elliot	Platinum Fence Company LLC
Single Family Detached	Fence/Wall	7/16/2025	\$0 25-3782-FNCE	515 SW Magazine Rd	Spencer Elliot	Platinum Fence Company LLC
Duplex	Fence/Wall	7/16/2025	\$0 25-4290-FNCE	4522 NW 17th St	Rylux Fence Company	Rylux Fence Company
Duplex	Fence/Wall	7/16/2025	\$0 25-4294-FNCE	4518 NW 17th St	Rylux Fence Company	Rylux Fence Company
Duplex	Fence/Wall	7/16/2025	\$0 25-4295-FNCE	4514 NW 17th St	Rylux Fence Company	Rylux Fence Company
Duplex	Fence/Wall	7/16/2025	\$0 25-4296-FNCE	4510 NW 17th St	Rylux Fence Company	Rylux Fence Company
Duplex	Fence/Wall	7/16/2025	\$0 25-4298-FNCE	4506 NW 17th St	Rylux Fence Company	Rylux Fence Company
Duplex	Fence/Wall	7/16/2025	\$0 25-4299-FNCE	4502 NW 17th St	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	7/16/2025	\$0 25-4315-FNCE	2715 NW Greenwood St	Spencer Elliot	Platinum Fence Company LLC
Single Family Detached	Fence/Wall	7/17/2025	\$0 25-4321-FNCE	610 SW 40th St	Post to Post Fence LLC	Post to Post Fence LLC
Single Family Detached	Fence/Wall	7/17/2025	\$0 25-4322-FNCE	3112 SW Townpark Dr	Mark Magnusson	Mark Magnusson
Single Family Detached	Fence/Wall	7/18/2025	\$0 25-3174-FNCE	313 SW 16th St	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	7/18/2025	\$0 25-3175-FNCE	3406 SW Applewood St	Great Barrier Fence Co	Great Barrier Fence Co
Duplex	Fence/Wall	7/18/2025	\$0 25-3341-FNCE	1141 NE 56th St	Clanton Creek Fence	Clanton Creek Fence and Gate
Single Family Detached	Fence/Wall	7/18/2025	\$0 25-3342-FNCE	2711 NW Northpark Dr	Clanton Creek Fence	Clanton Creek Fence and Gate
Single Family Detached	Fence/Wall	7/18/2025	\$0 25-4354-FNCE	1313 NE 49th St	Drew Heberer	Drew Heberer
Single Family Detached	Fence/Wall	7/21/2025	\$0 25-4381-FNCE	3515 NE 12th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	7/22/2025	\$0 25-4135-FNCE	2709 NW 40th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	7/22/2025	\$0 25-4413-FNCE	2903 NW Beechwood Ct	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	7/22/2025	\$0 25-4416-FNCE	402 SW 17th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	7/25/2025	\$0 25-2923-FNCE	1504 NW Boulder Ridge Ln	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	7/25/2025	\$0 25-3265-FNCE	5717 NE Sherman Ct	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	7/25/2025	\$0 25-3365-FNCE	2821 SW Tradition Cir	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	7/25/2025	\$0 25-3875-FNCE	2202 NW Maple St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	7/25/2025	\$0 25-4471-FNCE	4224 SW Camden Ridge Dr	Bret Staples	Bret Staples
Single Family Detached	Fence/Wall	7/25/2025	\$0 25-4472-FNCE	2301 NW Abilene Rd	Bret Staples	Bret Staples
Single Family Detached	Fence/Wall	7/28/2025	\$0 25-4498-FNCE	5006 NE Rio Dr	Superior Fence & Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	7/28/2025	\$0 25-4501-FNCE	118 SW 32nd Ct	Rachel Norgaard	Rachel Norgaard
Single Family Detached	Fence/Wall	7/29/2025	\$0 25-4470-FNCE	4113 NW Northwood Dr	Bret Staples	Bret Staples
Single Family Detached	Fence/Wall	7/29/2025	\$0 25-4493-FNCE	1212 NW Watercrest Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/29/2025	\$0 25-4494-FNCE	1602 NE Hillside Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/29/2025	\$0 25-4505-FNCE	314 SW 30th St	Superior Fence & Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	7/30/2025	\$0 25-4557-FNCE	2511 NW Linwood Ct	Superior Fence & Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	7/30/2025	\$0 25-4571-FNCE	525 NE Stoneridge Dr	Sturdy Fence Company	Sturdy Fence Company
Single Family Detached	Fence/Wall	7/31/2025	\$0 25-4578-FNCE	2809 NW Linwood Ct	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	7/31/2025	\$0 25-4579-FNCE	510 NE 58th St	American Fence Company	American Fence Co

Single Family Detached	Fence/Wall	7/31/2025	\$0 25-4591-FNCE	3115 SW 24th Ct	Central Iowa Fencing	Central Iowa Fencing
Office	Sign	7/7/2025	\$1,446 25-2830-SIGNP	1535 SW Market St Ste 200	Lashier Graphics & Signs	Lashier Graphics & Signs
Office	Sign	7/7/2025	\$4,133 25-2889-SIGNP	1535 SW Market St Ste 200	Lashier Graphics & Signs	Lashier Graphics & Signs
Office	Sign	7/7/2025	\$4,133 25-2890-SIGNP	1535 SW Market St Ste 200	Lashier Graphics & Signs	Lashier Graphics & Signs
Office	Sign	7/7/2025	\$4,133 25-2891-SIGNP	1535 SW Market St Ste 200	Lashier Graphics & Signs	Lashier Graphics & Signs
Office	Sign	7/7/2025	\$3,200 25-3216-SIGNP	1605 SE Delaware Ave Ste B	Fastsigns of Clive	Visual Concepts, Inc DBA FastSigns
Retail	Sign	7/10/2025	\$5,000 25-4033-SIGNP	502 N Ankeny Blvd Ste 9	Fastsigns of Clive	Fastsigns
Retail	Sign	7/17/2025	\$250 25-3908-SIGNP	1932 SW 3rd St	Chesnut Signs	Chesnut Signs
Office	Sign	7/22/2025	\$24,250 25-4346-SIGNP	1430 SW Tradition Dr	Latitude Signage + Design	Latitude Signage + Design
Office	Sign	7/22/2025	\$16,648 25-4369-SIGNP	1430 SW Tradition Dr	Latitude Signage + Design	Latitude Signage + Design
Office	Sign	7/22/2025	\$8,127 25-4375-SIGNP	1430 SW Tradition Dr	Latitude Signage + Design	Latitude Signage + Design
Mixed Use	Sign	7/22/2025	\$925 25-4384-SIGNP	124 SE Shurfine Dr	Iowa Sign Company	Iowa Sign Company
Single Family Detached	Sign	7/22/2025	\$1,700 25-4397-SIGNP	423 S Ankeny Blvd	Iowa Sign Company	Iowa Sign Company
Single Family Detached	Sign	7/22/2025	\$1,700 25-4398-SIGNP	423 S Ankeny Blvd	Iowa Sign Company	Iowa Sign Company
Office	Sign	7/25/2025	\$10,120 25-4131-SIGNP	1535 SW Market St Ste 301	Signarama Urbandale	Signarama Urbandale
Office	Sign	7/30/2025	\$5,975 25-4232-SIGNP	2506 SW Vintage Pkwy	Lisa Hanrahan	Iowa Sign Company
Retail	Temporary Sign	7/1/2025	\$0 25-3315-SIGNT	3875 SE Delaware Ave	Big Bang Fury Fireworks	Big Bang Fury Fireworks
Church	Temporary Sign	7/17/2025	\$0 25-4237-SIGNT	510 E 1st St	Thomas Primmer	Thomas Primmer
Retail	Temporary Sign	7/24/2025	\$0 25-3891-SIGNT	117 N Ankeny Blvd	Beauty Nails & Lashes LLC	Beauty Nails & Lashes LLC
Other	Canopy/Tent	7/1/2025	\$0 25-2757-TENT	1500 SW Main St	Diane Weber	Diane Weber
Retail	Canopy/Tent	7/1/2025	\$0 25-3312-TENT	3875 SE Delaware Ave	Big Bang Fury Fireworks	Big Bang Fury Fireworks
Retail	Canopy/Tent	7/14/2025	\$0 25-4240-TENT	2510 SW State St	Hy-Vee - Jason Beal	Hy-Vee - Jason Beal
Single Family Detached	Drive Approach	7/11/2025	\$0 25-4218-RSTRM	701 NE 8th St	Aj concrete	Aj concrete
Single Family Detached	Drive Approach	7/16/2025	\$0 25-4323-RSTRM	1106 NW Cedarwood Dr	professional contracting services	professional contracting services
Single Family Detached	Drive Approach	7/17/2025	\$0 25-4327-RSTRM	1202 NE Trilein Dr	Solis Concrete	Solis Jose
Single Family Detached	Drive Approach	7/29/2025	\$0 25-4530-RSTRM	601 NW Nickolas Dr	Enrique Lopez	Enrique Lopez
Single Family Detached	Drive Approach	7/30/2025	\$0 25-4566-RSTRM	3405 NW Boulder Brook Pl	Patrick Oreilly	Patrick Oreilly
Single Family Detached	Drive Approach	7/30/2025	\$0 25-4568-RSTRM	614 SE 4th St	Lupe Colin	Lupe Colin
Single Family Detached	Sidewalk	7/1/2025	\$0 25-4051-RSWRP	5021 NE Jan Rose Pkwy	HS Concrete Inc	HS Concrete Inc
Single Family Detached	Sidewalk	7/2/2025	\$0 25-4070-RSWRP	1304 NW Benjamin Dr	Mansion Concrete	Mansion Concrete
Single Family Detached	Sidewalk	7/7/2025	\$0 25-4124-RSWRP	1301 SW 3rd St	Hill & Culp Concrete	Hill & Culp Concrete
Single Family Detached	Sidewalk	7/15/2025	\$0 25-4274-RSWRP	1106 NW Cedarwood Dr	The HomeLife Brothers	The Homelife Brothers
Office	Sidewalk	7/23/2025	\$0 25-4422-RSWRP	1605 N Ankeny Blvd	Keeling Properties	Keeling Properties
Retail	Sidewalk	7/25/2025	\$0 25-4483-RSWRP	505 SW 3rd St	Iowa Contracting Inc	Iowa Contracting Inc



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to receive and file the Utility Billing Report for July 2025.

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 FY26

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	31,200	162,923,336	\$ 1,202,102	\$ 7.38	\$ 359,978	28,507	\$ 116,728	\$ 15,858	\$ 875,670	\$ 615,825	27,952	\$ 363,056	\$ 3,432,489
August													
September													
October													
November													
December													
January													
February													
March													
April													
May													
June													
FY Total	31,200	162,923,336	\$ 1,202,102	\$ 7.38	\$ 359,978	28,507	\$ 116,728	\$ 15,858	\$ 875,670	\$ 615,825	27,952	\$ 363,056	\$ 3,432,489
FY 26 Average	31,200	162,923,336	\$ 1,202,102	\$ 7.38	\$ 359,978	28,507	\$ 116,728	\$ 15,858	\$ 875,670	\$ 615,825	27,952	\$ 363,056	\$ 3,432,489
FY 25 Average	30,427	180,456,272	\$ 1,337,726	\$ 7.42	\$ 343,839	28,117	\$ 123,198	\$ 15,656	\$ 852,429	\$ 565,876	27,602	\$ 354,699	\$ 3,470,225
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

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Change Order #2 increasing the contract amount by \$0 to Absolute Group for construction services on the 2025 Annual Storm Sewer Repairs - Package 2 project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

This change order is for updated quantities to reflect as-built quantities. Instead of excavating down to a leaking storm sewer pipe joint to pour a concrete collar the contractor lined the pipe.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Absolute Group - CO #2

CHANGE ORDER FORM



Project Title: 2025 Annual Storm Sewer Repairs - Pkg 2
Contractor: Absolute Group
Address: 1800 Burr Oak Blvd, Granger, IA 50109
Finance Budget Code: 680.3680.4453 **Finance Project #:** 680.4453
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: March 3, 2025 **Vendor Account #:** 4997

Date of Council Meeting: August 18, 2025 **Change Order #:** 2

Purpose of Change Order:

Items 38-46: Updated quantities to reflect as-built quantities.
 Item 49: Instead of performing the work which was encompassed by items 38-46 (this included excavating down to a leaking storm sewer pipe joint to pour a concrete collar), the contractor lined the pipe. The costs associated with lining the pipe are represented by Item 49.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
38	Concrete Collar	LS	(1)	\$ 2,800.50	\$ (2,800.50)
39	Plastic Concrete Testing	LS	(1)	\$ 375.00	\$ (375.00)
40	Conventional Seeding and Fertilizing, Type 1	SY	(210)	\$ 6.00	\$ (1,260.00)
41	Temporary RECP, Type 1.C	SY	(210)	\$ 6.00	\$ (1,260.00)
42	Removal and Reinstallation of Existing Fence, Chain Link	LF	(20)	\$ 45.00	\$ (900.00)
43	Removal and Reinstallation of Existing Fence, Vinyl	LF	(20)	\$ 75.00	\$ (1,500.00)
44	Mobilization	LS	(1)	\$ 3,200.00	\$ (3,200.00)
45	Concrete Washout	LS	(1)	\$ 650.00	\$ (650.00)
46	Orange Mesh Safety Fence	LS	(1)	\$ 600.00	\$ (600.00)
49	Pipe Lining	LS	1	\$ 12,545.50	\$ 12,545.50
Change Order #: 2 makes the following adjustments to the Contract:					\$ 0.00

Contractor Accepted: Absolute Group

Signature: Hone Crawford Firm Name: 8/11/2025
 Date:

Engineer Approved: City of Ankeny

Signature: Becky Ford Firm Name: 8/4/2025
 Date:

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: August 18, 2025

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: August 18, 2025

Record of Change Orders:

Original Contract Amount		\$ 89,090.00
#	Change Order Date	Amount
1	June 16, 2025	\$ 640.13
2	August 18, 2025	\$ 0.00
3		
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Revised Contract Amount \$ 89,730.13



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Change Order #5 increasing the contract amount by \$3,050.00 with HPC, LLC for construction services associated with Fire Station No. 4.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No legal review is required.

EXECUTIVE SUMMARY

Change Order #5 for the Fire Station No. 4 project consists of additional value-added work necessary to satisfactorily complete the project. The changes are being implemented as the design team, contractor, subs, and the city continue to evaluate various aspects of the construction in the field. Change Order #5 consists of one proposal request (PR) as follows:

PR-16 Flagpole Changes

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

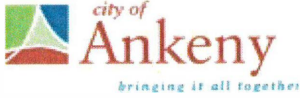
FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Change Order #5 HPC



Project Title: Fire Station No. 4
Contractor: HPC, LLC
Address: 120 N. Sherman Avenue, Ames, IA 50010
Finance Budget Code: 901.1901.4412 **Finance Project Code:** 901.4210
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: February 20, 2024 **Vendor #** 1047

Change Order Number: 5

Change Order Date: August 18, 2025

Purpose of Change Order:

Various revisions. See items below.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PR 16 Flagpole Changes				\$ 3,050.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Change Order Number 5 makes the following adjustments to the contract:					\$ 3,050.00

Contractor Accepted: HPC, LLC

By: [Signature] Title: Manager

Date: 8/13/2025

Engineer Approved: SVPA Architects Inc.

By: [Signature] Title: Vice President

Date: 8/13/2025

Owner Accepted: City of Ankeny

By: Title: Mayor

Date:

Attest for Owner:

By: Title: City Clerk

Date:

Record of Change Orders

#	Date	Amount
Original Contract amount		\$5,950,000.00
1	5/23/2024	(\$15,039.00)
2	12/17/2024	\$4,290.00
3	2/25/2025	\$17,804.00
4	4/23/2025	\$7,622.00
5	8/13/2025	\$3,050.00
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19		
20		
Revised Contract amount		<u>\$5,967,727.00</u>

June 19, 2025

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR 16 – Relocate Flag Pole Base

Dear Casey,

Regarding the above referenced project, please consider this our cost to demo the existing sidewalk and flagpole base. Install new concrete base and sleeve in new location as indicated in PR-16.

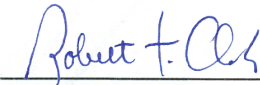
Total Add **\$ 3,050.00**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,


Curtis Pike
CP/jw

Design Team Recommendation



Date: 07.14.25

City of Ankeny

Project: Ankeny Fire Station #4

PR# 16

Description:

Demo sidewalk and flag pole base. Install new concrete base and sleeve in new location.

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIA L UNIT	MATERIA L TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	1	HR	105.00	105.00					105.00
Superintendent	4	HR	95.00	380.00					380.00
Carpenter	3	HR	70.00	210.00					210.00
Laborer	12	HR	50.00	600.00					600.00
Warehouse	1	HR	60.00	60.00					60.00
									-
									-
									-
MATERIALS									
Sonatube - Form	1	EA			151.96	151.96			151.96
New Sleeve	1	EA			365.00	365.00			365.00
Concrete	1	EA			328.50	328.50			328.50
									-
									-
									-
EQUIPMENT									
Skid & Auger	1	EA					350.00	350.00	350.00
Haul away concrete	1	EA					50.00	50.00	50.00
									-
									-
PRIME-TOTALS				1,355.00		845.46		400.00	2,600.46

SUB-CONTRACTOR									
Moeller	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	-
									-
									-
SUB-TOTALS				0.00		0.00		0.00	-

Submitted By:

Company: HPC L.L.C.
 Contact: John Williams
 Date: 6/19/25

SIGNED: JW

BOND 59.81
 FEE PRIME (15%) 390.07
 FEE SUB (5%) -

QUOTED PRICE 3,050.34

Time extension of 0 days.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Change Order #1 increasing the contract amount by \$1,700.00 to TK Concrete, Inc. for construction services on the 2025 Pedestrian Ramp Improvements Program - Briarwood South project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

The purpose of this change order is to perform a major adjustment to a storm sewer intake that was discovered during construction; therefore, increasing the contract by \$1,700.00.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. TK Concrete - CO #1

CHANGE ORDER FORM



Project Title: 2025 Pedestrian Ramp Improvements Program - Briarwood South
Contractor: TK Concrete, Inc.
Address: 1608 Fifield Road, Pella, Iowa 50219
Finance Budget Code: 936.2936.4459 **Finance Project #:** 936.4459
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: March 17, 2025 **Vendor Account #:** 4907

Date of Council Meeting: August 18, 2025 **Change Order #:** 1

Purpose of Change Order:

Item #1: Existing storm sewer intake determined to need a major adjustment during field inspection.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Intake Adjustment, Major, Double Grate	EA	1.00	\$ 1,700.00	\$ 1,700.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order #: 1 **makes the following adjustments to the Contract:** **\$ 1,700.00**

Contractor Accepted: TK Concrete, Inc.

Firm Name: TK Concrete, Inc.
 Signature: *[Signature]* Date: 8-6-25

Record of Change Orders:

Original Contract Amount		\$ 175,000.00
#	Change Order Date	Amount
1	August 18, 2025	\$ 1,700.00
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Engineer Approved: City of Ankeny

Firm Name: City of Ankeny
 Signature: *[Signature]* Date: 8/6/25

Owner Accepted: City of Ankeny

Mayor
 Signature: _____ Title: Mayor
 Date: August 18, 2025

Attest for Owner:

City Clerk
 Signature: _____ Title: City Clerk
 Date: August 18, 2025

Revised Contract Amount **\$ 176,700.00**

Date Printed: 8/6/2025



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$11,918.22 to Absolute Group for construction services on the 2024 Annual Storm Sewer Repairs - Pkg 2 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. Absolute Group - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 Annual Storm Sewer Repairs - Pkg 2
Contractor: Absolute Group
Address: 1800 Burr Oak Blvd, Granger, IA 50109
Finance Budget Code: 680.3680.4453 Finance Project #: 680.4453
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: March 3, 2025 Vendor Account #: 4997

Date of Council Meeting: August 18, 2025 Payment Application #: 3

Payment Period: From: July 1, 2025 Through: July 31, 2025

Contract Summary:

Original Contract Amount:	\$	89,090.00	
Net Change by Change Orders:	\$	640.13	
Contract Amount to Date: (line 1 ± 2)	\$	89,730.13	
Total Completed and Stored to Date:	\$	87,340.93	
Retainage: <u>5</u> % of Completed Work:	\$	4,367.05	
Total Earned Less Retainage:	\$	82,973.88	
Less Previous Applications for Payment:	\$	71,055.66	
SUBTOTAL:	\$	11,918.22	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 11,918.22

Balance to Finish, Including Retainage: \$ 6,756.25

Contract Time Remaining (Substantial): 17.0 Working Days

Contract Time Remaining (Full): 5.0 Working Days

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

Construction Contractor Approval: Absolute Group

Signature: Korne Crawford Firm Name: Absolute Group Date: 8/1/2025

Engineer / Consultant Approval:

Signature: _____ Firm Name: _____ Date: _____

City of Ankeny Staff Approval:

Signature: Beddy Ford Date: 8/4/2025

Submit to: Quinn Lopreato, P.E.

E-mail: Qlopreato@Ankenylowa.gov Phone Number: 515-965-6432

Date Printed: 8/1/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (B) 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 VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
3110 SHILOAN STREET (ER1)													
1	Trench Compaction Testing	LS	1		1	\$ 1,850.00	\$ 1,850.00		\$ -	1	\$ 1,850.00	0	100.00%
SEWERS AND DRAINS													
2	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	15		15	\$ 250.00	\$ 3,750.00		\$ -	15	\$ 3,750.00	0	100.00%
3	Removal of Storm Sewer, RCP, Any Size Diameter	LF	15		15	\$ 98.00	\$ 1,470.00		\$ -	15	\$ 1,470.00	0	100.00%
4	Removal of Feeding Drain, Any Type, Any Size	LF	10		10	\$ 50.00	\$ 500.00		\$ -	10	\$ 500.00	0	100.00%
5	Reconnection of Storm Sewer Services	EA	1		1	\$ 1,350.00	\$ 1,350.00		\$ -	1	\$ 1,350.00	0	100.00%
6	Feeding Drain, Trenched, Solid Wall PVC, 8" Diameter	LF	10		10	\$ 155.00	\$ 1,550.00		\$ -	10	\$ 1,550.00	0	100.00%
STRUCTURES FOR SEWERS AND STORM SEWERS													
7	Inlets, SW-501, 3'-0" x 2'-0", Cast-In-place	EA	1		1	\$ 6,200.00	\$ 6,200.00		\$ -	1	\$ 6,200.00	0	100.00%
8	Manhole Adjustment, Sanitary, SELF-LEVEL Casting	EA	1		1	\$ 3,200.00	\$ 3,200.00		\$ -	1	\$ 3,200.00	0	100.00%
9	Removal Inlets	EA	1		1	\$ 1,800.00	\$ 1,800.00		\$ -	1	\$ 1,800.00	0	100.00%
STREETS AND RELATED WORK													
10	Plastic Concrete Testing	LS	1		1	\$ 375.00	\$ 375.00		\$ -	1	\$ 375.00	0	100.00%
11	Removal of Sidewalk	SY	10.6	1.17	11.77	\$ 35.00	\$ 411.95		\$ -	11.77	\$ 411.95	0.00	100.00%
12	Removal of Driveway	SY	27.5		27.5	\$ 13.00	\$ 357.50		\$ -	27.5	\$ 357.50	0.00	100.00%
13	Sidewalk, FCC, Class C, 6" Thick	SY	10.6	1.17	11.77	\$ 125.00	\$ 1,471.25		\$ -	11.77	\$ 1,471.25	0.00	100.00%
14	Driveway, Paved, FCC, Class C, Type A Residential, 6" Thick	SY	27.5		27.5	\$ 125.00	\$ 3,437.50		\$ -	27.5	\$ 3,437.50	0.00	100.00%
15	Full Depth Patches, FCC, Class C-SUD, 7" Thick (min.) - 8" Thick (max.)	SY	30.8		30.8	\$ 205.00	\$ 6,314.00		\$ -	30.8	\$ 6,314.00	0.00	100.00%
TRAFFIC CONTROL													
16	Temporary Traffic Control	LS	1		1	\$ 4,450.00	\$ 4,450.00		\$ -	1	\$ 4,450.00	0	100.00%
17	Portable Dynamic Message Sign (PDMS)	CDAY	6		6	\$ 300.00	\$ 1,800.00		\$ -	6	\$ 1,800.00	0	100.00%
SITE WORK AND LANDSCAPING													
18	Conventional Seeding and Fertilizing, Type 1	SY	15		15	\$ 6.00	\$ 90.00		\$ -	15	\$ 90.00	2.5	83.33%
19	Temporary RCP, Type 1.C	SY	15		15	\$ 6.00	\$ 90.00		\$ -	15	\$ 90.00	2.5	83.33%
20	Inlet Protection Device, Drop-In	EA	2		2	\$ 300.00	\$ 600.00		\$ -	2	\$ 600.00	0	100.00%
21	Inlet Protection Device, Maintenance	EA	2		2	\$ 60.00	\$ 120.00		\$ -	2	\$ 120.00	2	0.00%
MISCELLANEOUS													
22	Mobilization	LS	1		1	\$ 3,800.00	\$ 3,800.00		\$ -	1	\$ 3,800.00	0	100.00%
23	Concrete Washout	LS	1		1	\$ 650.00	\$ 650.00		\$ -	1	\$ 650.00	0	100.00%
24	Orange Mesh Safety Fence	LS	1		1	\$ 725.00	\$ 725.00		\$ -	1	\$ 725.00	0	100.00%
700 BLOCK OF NE 5TH STREET (ER1/2)													
TRENCH AND TRENCHLESS CONSTRUCTION													
25	Trench Compaction Testing	LS	1	(1)	0	\$ 1,850.00	\$ -		\$ -	0	\$ -	0	0.00%
SEWERS AND DRAINS													
26	Feeling Drain Spot Repair	EA	3		3	\$ 1,950.00	\$ 5,850.00		\$ -	3	\$ 5,850.00	0	100.00%
STREETS AND RELATED WORK													
27	Plastic Concrete Testing	LS	1	(1)	0	\$ 375.00	\$ -		\$ -	0	\$ -	0	0.00%
28	Full Depth Patches, FCC, Class C-SUD, 7" Thick (min.) - 8" Thick (max.)	SY	33.3	(31.3)	0.0	\$ 215.00	\$ -		\$ -	0	\$ -	0.0	0.00%
TRAFFIC CONTROL													
29	Temporary Traffic Control	LS	1		1	\$ 4,450.00	\$ 4,450.00		\$ -	1	\$ 4,450.00	0	100.00%
30	Portable Dynamic Message Sign (PDMS)	CDAY	6		6	\$ 300.00	\$ 1,800.00		\$ -	6	\$ 1,800.00	0	100.00%
SITE WORK AND LANDSCAPING													
31	Conventional Seeding and Fertilizing, Type 1	SY	250		250	\$ 6.00	\$ 1,500.00		\$ -	93.4	\$ 560.40	156.6	37.36%
32	Temporary RCP, Type 1.C	SY	250		250	\$ 6.00	\$ 1,500.00		\$ -	93.4	\$ 560.40	156.6	37.36%
33	Inlet Protection Device, Drop-In	EA	3		3	\$ 300.00	\$ 900.00		\$ -	3	\$ 900.00	0	100.00%
34	Inlet Protection Device, Maintenance	EA	6		6	\$ 60.00	\$ 360.00		\$ -	0	\$ -	6	0.00%
MISCELLANEOUS													
35	Mobilization	LS	1		1	\$ 3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00	0	100.00%
36	Concrete Washout	LS	1	(1)	0	\$ 625.00	\$ -		\$ -	0	\$ -	0	0.00%
37	Orange Mesh Safety Fence	LS	1		1	\$ 500.00	\$ 500.00		\$ -	1	\$ 500.00	0	100.00%
1510 NW LINWOOD DRIVE (ER1/3)													
SEWERS AND DRAINS													
38	Concrete Collar	LS	1	(1)	0	\$ 2,800.00	\$ -		\$ -	0	\$ -	0	0.00%
STREETS AND RELATED WORK													
39	Plastic Concrete Testing	LS	1	(1)	0	\$ 375.00	\$ -		\$ -	0	\$ -	0	0.00%
SITE WORK AND LANDSCAPING													
40	Conventional Seeding and Fertilizing, Type 1	SY	210	(210)	0	\$ 6.00	\$ -		\$ -	0	\$ -	0	0.00%
41	Temporary RCP, Type 1.C	SY	210	(210)	0	\$ 6.00	\$ -		\$ -	0	\$ -	0	0.00%
42	Removal and Reinstallation of Existing Fence, Chain Link	LF	20	(20)	0	\$ 45.00	\$ -		\$ -	0	\$ -	0	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

43	Removal and Reinstallation of Existing Fence, Vinyl	LF	20	(20)	0	\$	75.00	\$	-	\$	-	0	\$	-	0	\$	-	0	0.00%
MISCELLANEOUS																			
44	Mobilization	LS	1	(1)	0	\$	3,200.00	\$	-	\$	-	0	\$	-	0	\$	-	0	0.00%
45	Concrete Washout	LS	1	(1)	0	\$	650.00	\$	-	\$	-	0	\$	-	0	\$	-	0	0.00%
46	Orange Mesh Safety Fence	LS	1	(1)	0	\$	600.00	\$	-	\$	-	0	\$	-	0	\$	-	0	0.00%
CHANGE ORDER ITEMS																			
47	Feeding Drain Collector - Spot Repair for Apartment Connection	LS	0	1	1	\$	6,545.00	\$	6,545.00	\$	-	1	\$	6,545.00	1	\$	6,545.00	0	100.00%
48	Removal and Replacement of Unsuitable Backfill Material	LS	0	1	1	\$	3,917.43	\$	3,917.43	\$	-	1	\$	3,917.43	1	\$	3,917.43	0	100.00%
49	Pipe Lining	LS	0	1	1	\$	12,545.50	\$	12,545.50	\$	12,545.50	1	\$	12,545.50	1	\$	12,545.50	0	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 89,730.13 PAY PERIOD = \$ 12,545.50

COMPLETED = \$ 87,340.93

97.34%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 16, 2025	\$ 69,848.40
2	July 21, 2025	\$ 1,207.26
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 71,055.66

Record of Change Orders:

No.	Date	Amount
1	June 16, 2025	\$ 640.13
2	August 18, 2025	\$ 0.00
3		
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CHANGE ORDER TOTAL = \$ 640.13

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 9, 2025

Substantial Completion:

Contract Working Days:	30.0
Added by Change Order:	0.0
Total Working Days:	30.0
Working Days Used to Date:	13.0
Working Days Remaining:	17.0

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	0.0
Total Working Days:	5.0
Working Days Used to Date:	0.0
Working Days Remaining:	5.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$105,744.98 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements – Phase 4.

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. Absolute Concrete - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements - Phase 4
Contractor: Absolute Concrete Construction
Address: 1800 Burr Oak Blvd, Granger, IA 50109
Finance Budget Code: 610.3610.4450 Finance Project #: 610.445
650.3650.4452 963.3963.4451 650.4452 963.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: November 18, 2024 Vendor Account #: 4997

Date of Council Meeting: August 18, 2025 Payment Application #: 4
Payment Period: From: June 29, 2025 Through: July 26, 2025

Contract Summary:

Original Contract Amount: \$ 1,128,826.45
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 1,128,826.45

Total Completed and Stored to Date: \$ 484,080.00
Retainage: 5 % of Completed Work: \$ 24,204.00
Total Earned Less Retainage: \$ 459,876.00
Less Previous Applications for Payment: \$ 354,131.02
SUBTOTAL: \$ 105,744.98

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 105,744.98

Balance to Finish, Including Retainage: \$ 668,950.45

Contract Time Remaining (Substantial): 90.0 Working Days
Contract Time Remaining (Full): 10.0 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction
Signature: [Signature] Firm Name: Absolute Concrete Construction Date: 8-4-25

Engineer / Consultant Approval:
Signature: _____ Firm Name: _____ Date: _____

City of Ankeny Staff Approval:
Signature: Emily Breitbarth Date: 8/4/25

Submit to: Emily Breitbarth
E-mail: EBreitbarth@AnkenyIowa.gov Phone Number: (515) 963-3542

Date Printed: 7/30/2025

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
EARTHWORK														
2.01	Clearing and Grubbing	UNIT	170		170.00	\$ 44.00	\$ 7,480.00		\$ -	177.00	177.00	\$ 7,785.00	(7.00)	104.12%
2.02	Topsoil, Offsite	CY	210		210.00	\$ 45.00	\$ 9,450.00	79.60	\$ 3,582.00	0.00	79.60	\$ 3,582.00	130.40	37.90%
2.03	Excavation, Class 10	CY	953		953.00	\$ 20.00	\$ 19,060.00	452.20	\$ 9,044.00	0.00	452.20	\$ 9,044.00	500.80	47.45%
2.04	Subgrade Preparation	SY	4300		4,300.00	\$ 3.25	\$ 13,975.00		\$ -	1,674.00	1,674.00	\$ 5,440.50	2,626.00	38.93%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	1000		1,000.00	\$ 5.00	\$ 5,000.00		\$ -	0.00	0.00	\$ -	1,000.00	0.00%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	4300		4,300.00	\$ 12.00	\$ 51,600.00		\$ -	1,674.00	1,674.00	\$ 20,088.00	2,626.00	38.93%
2.07	Compaction Testing	LS	1		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	0.20	0.20	\$ 700.00	0.80	20.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	Trench Compaction Testing	LS	1		1.00	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.20	0.40	\$ 3,400.00	0.60	40.00%
SEWERS AND DRAINS														
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	857		857.00	\$ 87.50	\$ 74,987.50	160.00	\$ 14,000.00	345.00	505.00	\$ 44,187.50	352.00	58.93%
4.02	Sanitary Sewer Service Sub, PVC, 4" Diameter	LF	600		600.00	\$ 85.75	\$ 51,450.00	96.00	\$ 8,228.00	192.00	288.00	\$ 24,696.00	312.00	48.00%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	828		828.00	\$ 11.00	\$ 9,108.00	160.00	\$ 1,760.00	331.00	491.00	\$ 5,401.00	337.00	59.30%
4.04	Sanitary Sewer Abandonment, Fill and Plug, 4" Diameter	LF	60		60.00	\$ 8.00	\$ 480.00		\$ -	20.00	20.00	\$ 160.00	40.00	33.33%
4.05	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	52		52.00	\$ 63.00	\$ 3,276.00		\$ -	26.00	26.00	\$ 1,638.00	26.00	50.00%
4.06	Storm Sewer, Trenched, Class III RCP, 18" Diameter (Cl R-2 Bed)	LF	557		557.00	\$ 66.00	\$ 36,762.00		\$ -	263.00	263.00	\$ 17,358.00	294.00	47.22%
4.07	Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	1608		1,608.00	\$ 33.50	\$ 53,868.00		\$ -	497.00	497.00	\$ 16,645.50	1,111.00	30.91%
4.08	Footing Drain Outlet and Connections, PVC, 8" Diameter	EA	4		4.00	\$ 2,225.00	\$ 8,900.00	2.00	\$ 4,450.00	0.00	2.00	\$ 4,450.00	2.00	50.00%
4.09	Footing Drain Outlet and Connections, PVC, 8" Diameter	EA	7		7.00	\$ 420.00	\$ 2,940.00		\$ -	1.00	1.00	\$ 420.00	6.00	14.29%
4.10	Storm Sewer Service Sub, PVC, 1.5" Diameter	LF	286		286.00	\$ 66.50	\$ 19,019.00		\$ -	110.00	110.00	\$ 7,315.00	176.00	38.46%
WATER MAINS AND APPURTENANCES														
5.01	Water Main, Trenched, PVC, 6" Diameter	LF	10		10.00	\$ 86.00	\$ 860.00		\$ -	0.00	0.00	\$ -	10.00	0.00%
5.02	Water Main, Trenched, PVC, 8" Diameter	LF	1204		1,204.00	\$ 46.00	\$ 55,384.00		\$ -	424.00	424.00	\$ 19,504.00	780.00	35.22%
5.03	Fitting, 22.50 Degree Bend, 6" Diameter	EA	2		2.00	\$ 600.00	\$ 1,200.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5.04	Fitting, 8" X 8" Tee	EA	2		2.00	\$ 1,085.00	\$ 2,170.00		\$ -	1.00	1.00	\$ 1,085.00	1.00	50.00%
5.05	Fitting, 8" X 6" Reducer	EA	1		1.00	\$ 565.00	\$ 565.00		\$ -	1.00	1.00	\$ 565.00	0.00	100.00%
5.06	Water Service Sub, Polyethylene, 0.75" Diameter, Near Side	EA	12		12.00	\$ 1,250.00	\$ 15,000.00		\$ -	5.00	5.00	\$ 6,250.00	7.00	41.67%
5.07	Water Service Sub, Polyethylene, 0.75" Diameter, Far Side	EA	8		8.00	\$ 1,885.00	\$ 15,080.00		\$ -	3.00	3.00	\$ 5,655.00	5.00	37.50%
5.08	Water Main Removal, Less than or equal to 36" Diameter	LF	1222		1,222.00	\$ 12.50	\$ 15,275.00		\$ -	424.00	424.00	\$ 5,300.00	798.00	34.70%
5.09	Water Main, Temporary, PEX, 2" Diameter	LF	1709		1,709.00	\$ 30.50	\$ 52,124.50	309.00	\$ 9,424.50	584.00	893.00	\$ 27,236.50	816.00	52.25%
5.10	Gate Valve, 8" Diameter	EA	4		4.00	\$ 2,650.00	\$ 10,600.00		\$ -	2.00	2.00	\$ 5,300.00	2.00	50.00%
5.11	Alternate Fire Hydrant Assembly	EA	2		2.00	\$ 8,150.00	\$ 16,300.00		\$ -	1.00	1.00	\$ 8,150.00	1.00	50.00%
5.12	Fire Hydrant Assembly Removal	EA	2		2.00	\$ 600.00	\$ 1,200.00		\$ -	1.00	1.00	\$ 600.00	1.00	50.00%
5.13	Valve Removal	EA	3		3.00	\$ 175.00	\$ 525.00		\$ -	1.00	1.00	\$ 175.00	2.00	33.33%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, Type SW-301, 48" Diameter	EA	4		4.00	\$ 6,325.00	\$ 25,300.00		\$ -	1.00	1.00	\$ 6,325.00	3.00	25.00%
6.02	Manhole, Type SW-401, 48" Diameter	EA	1		1.00	\$ 4,625.00	\$ 4,625.00		\$ -	1.00	1.00	\$ 4,625.00	0.00	100.00%
6.03	Inlet Type SW-505, 6'-8" X 2'-0"	EA	2		2.00	\$ 5,210.00	\$ 10,420.00		\$ -	1.00	1.00	\$ 5,210.00	1.00	50.00%
6.04	Inlet Type SW-506, 6'-8" X 6'-0"	EA	2		2.00	\$ 8,250.00	\$ 16,500.00		\$ -	1.00	1.00	\$ 8,250.00	1.00	50.00%
6.05	Remove Manhole, Sanitary	EA	4		4.00	\$ 750.00	\$ 3,000.00		\$ -	1.00	1.00	\$ 750.00	3.00	25.00%
6.06	Remove Manhole, Sanitary	EA	3		3.00	\$ 750.00	\$ 2,250.00		\$ -	1.00	1.00	\$ 750.00	2.00	33.33%
6.07	Connection to Existing Pipe, SW-211, Type PC-2	EA	1		1.00	\$ 1,300.00	\$ 1,300.00		\$ -	1.00	1.00	\$ 1,300.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	3527		3,527.00	\$ 60.85	\$ 214,617.95		\$ -	1,436.00	1,436.00	\$ 87,380.60	2,091.00	40.77%
7.02	PCC Pavement Samples and Testing	LS	1		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	0.30	0.30	\$ 1,050.00	0.70	30.00%
7.03	Removal of Sidewalk	SY	791		791.00	\$ 6.05	\$ 4,785.55		\$ -	251.00	251.00	\$ 1,518.55	540.00	31.73%
7.04	Removal of Driveway	SY	809		809.00	\$ 6.05	\$ 4,894.45		\$ -	375.00	375.00	\$ 2,268.75	434.00	46.35%
7.05	Sidewalk, PCC, Class C, 4" Thick	SY	784		784.00	\$ 63.00	\$ 49,392.00	294.00	\$ 18,522.00	0.00	294.00	\$ 18,522.00	490.00	37.50%
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	90		90.00	\$ 76.00	\$ 6,840.00	9.00	\$ 684.00	0.00	9.00	\$ 684.00	81.00	10.00%
7.07	Driveway, Paved, PCC, Type A Residential, Class C, 6" Thick	SY	64		64.00	\$ 66.00	\$ 4,224.00	8.00	\$ 528.00	0.00	8.00	\$ 528.00	56.00	12.50%
7.08	Driveway, Paved, PCC, Type A Residential, Class C, 6" Thick	SY	791		791.00	\$ 95.00	\$ 75,145.00	283.00	\$ 26,885.00	0.00	283.00	\$ 26,885.00	508.00	35.79%
7.09	Subbase Over-Excavation, 6" Depth	SY	500		500.00	\$ 13.00	\$ 6,500.00		\$ -	425.00	425.00	\$ 5,525.00	75.00	85.00%
7.10	Pavement Removal	SY	3376		3,376.00	\$ 6.00	\$ 20,256.00		\$ -	2,568.00	2,568.00	\$ 15,408.00	808.00	76.07%

Date printed: 7/30/2025

Date printed: 7/30/2025

Page 95 of 564

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 19, 2025	\$ 110,262.60
2	June 16, 2025	\$ 135,952.60
3	July 21, 2025	\$ 107,915.82
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 354,131.02

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: March 31, 2025

Substantial Completion:

Contract Working Days: 140.0
Added by Change Order:
Total Working Days: 140.0
Working Days Used to Date: 50.0
Working Days Remaining: 90.0

Full Completion:

Contract Working Days: 10.0
Added by Change Order:
Total Working Days: 10.0
Working Days Used to Date:
Working Days Remaining: 10.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #18 in the amount of \$55,920.99 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.

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. Absolute Concrete - Pymt #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: Absolute Concrete Construction
Address:
Finance Budget Code: 998.3998.4451 Finance Project #: 998.4451
Vendor Project #: 4997 Purchase Order #:
Original Contract Date: March 6, 2023 Vendor Account #: 4997

Date of Council Meeting: August 18, 2025 Payment Application #: 18

Payment Period: From: July 12, 2025 Through: August 9, 2025

Contract Summary:

Original Contract Amount:	\$	6,369,694.05	
Net Change by Change Orders:	\$	30,537.75	
Contract Amount to Date: (line 1 ± 2)	\$	6,400,231.80	
Total Completed and Stored to Date:	\$	6,149,770.74	
Retainage: 3 % of Completed Work:	\$	30,000.00	
Total Earned Less Retainage:	\$	6,119,770.74	
Less Previous Applications for Payment:	\$	6,063,849.75	
SUBTOTAL:	\$	55,920.99	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	55,920.99	
Balance to Finish, Including Retainage:	\$	280,461.06	

Contract Time Remaining: (53.00) Working Days

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

Construction Contractor Approval: Absolute Concrete Construction

Logan Petersen
Signature Date: 2025.08.11 11:30:07 -05'00'

Engineer / Consultant Approval: HR Green, Inc.

Tony Babcock
Signature Date: 8/11/25

City of Ankeny Staff Approval:

Jim Haberichter
Signature Date: 8/11/2025

Submit to: Jim Haberichter
E-mail: jhaberichter@ankenyiowa.gov Phone Number: 515-963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 340,429.59
2	August 21, 2023	\$ 528,180.42
3	October 2, 2023	\$ 286,373.28
4	November 6, 2023	\$ 68,356.51
5	December 18, 2023	\$ 345,787.71
6	April 15, 2024	\$ 172,306.25
7	June 17, 2024	\$ 525,945.00
8	August 5, 2024	\$ 575,007.70
9	September 3, 2024	\$ 150,917.00
10	October 7, 2024	\$ 538,938.50
11	November 4, 2024	\$ 165,149.10
12	December 2, 2024	\$ 299,155.54
13	January 6, 2025	\$ 812,482.10
14	April 7, 2025	\$ 471,770.87
15	May 19, 2025	\$ 399,353.48
16	June 16, 2025	\$ 169,502.70
17	July 14, 2025	\$ 214,194.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 6,063,849.75

Record of Change Orders:

No.	Date	Amount
1	December 18, 2023	\$ 11,484.00
2	April 15, 2024	\$ 3,456.25
3	August 5, 2024	\$ 15,597.50
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CHANGE ORDER TOTAL = \$ 30,537.75

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	June 5, 2023

Stages 1-5

Contract Working Days:	90.0
Added by Change Order:	1.0
Total Working Days:	91.0
Working Days Used to Date:	103.0
Working Days Remaining:	(12.0)

Stages 6-9

Contract Working Days:	130.0
Added by Change Order:	
Total Working Days:	130.0
Working Days Used to Date:	171.0
Working Days Remaining:	(41.0)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	ITEM ID	DESCRIPTION (Include Change Order # if Applicable)	Supplemental Description	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-0850001	CLEARING AND GRUBBING		ACRE	0.35		0.35	\$ 20,000.00	\$ 7,000.00	0.00	\$ -	0.00	0.35	\$ -	0.35	0.00%
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW		CY	261.00		261.00	\$ 9.00	\$ 2,349.00	0.00	\$ -	235.00	235.00	\$ 2,115.00	26.00	90.04%
30	2102-2710090	EXCAVATION, CLASS 10, WASTE		CY	8,124.00	96.00	8,220.00	\$ 23.50	\$ 193,170.00	0.00	\$ -	8,220.00	8,220.00	\$ 193,170.00	0.00	100.00%
40	2103-86225100	SPECIAL COMPACTION OF SUBGRADE		STA	21.50		21.50	\$ 465.00	\$ 9,997.50	0.00	\$ -	21.50	21.50	\$ 9,997.50	0.00	100.00%
50	2115-0100010	MODIFIED SUBBASE		CY	954.00	96.00	1,050.00	\$ 78.00	\$ 81,900.00	0.00	\$ -	2,087.00	2,087.00	\$ 162,786.00	(1,037.00)	188.76%
60	2121-7426010	GRANULAR SHOULDERS, TYPE A		TON	179.80		179.80	\$ 50.00	\$ 8,990.00	0.00	\$ -	179.80	179.80	\$ 8,990.00	0.00	100.00%
70	2122-6519007	PAVED SHOULDER, P.C. CONCRETE, 7 IN.		CY	337.30		337.30	\$ 74.00	\$ 24,960.20	0.00	\$ -	337.30	337.30	\$ 24,960.20	0.00	100.00%
80	2123-7450000	SHOULDER CONSTRUCTION, EARTH		STA	13.80		13.80	\$ 930.00	\$ 12,827.00	0.00	\$ -	0.00	0.00	\$ -	13.80	0.00%
90	2123-7450020	SHOULDER FINISHING, EARTH		STA	5.20		5.20	\$ 325.00	\$ 1,690.00	0.00	\$ -	0.00	0.00	\$ -	5.20	0.00%
100	2301-1033100	100	FINISHES ON PAVED SURFACES: CONCRETE TREATMENT, CLASS E, CLASS D, MINIMUM 1/4 IN.	SY	6,721.50		6,721.50	\$ 120.00	\$ 806,580.00	0.00	\$ -	6,721.50	6,721.50	\$ 806,580.00	0.00	100.00%
110	2301-4875006	110	MEDIAN, P.C. CONCRETE, 6 IN.	SY	885.20		885.20	\$ 75.00	\$ 66,390.00	0.00	\$ -	6.00	6.00	\$ 450.00	2.00	75.00%
120	2401-6748356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES		EACH	8.00		8.00	\$ 800.00	\$ 6,400.00	0.00	\$ -	6.00	6.00	\$ 3,660.00	1.00	85.71%
130	2401-6748765	REMOVAL OF LIGHT POLES		EACH	7.00		7.00	\$ 610.00	\$ 4,270.00	0.00	\$ -	6.00	6.00	\$ 3,660.00	1.00	85.71%
140	2435-0250300	INTAKE, SW-503		EACH	2.00		2.00	\$ 7,300.00	\$ 14,600.00	0.00	\$ -	2.00	2.00	\$ 14,600.00	0.00	100.00%
150	2435-0251100	INTAKE, SW-511		EACH	1.00		1.00	\$ 4,425.00	\$ 4,425.00	0.00	\$ -	1.00	1.00	\$ 4,425.00	0.00	100.00%
160	2435-0251400	INTAKE ADJUSTMENT, MAJOR		EACH	1.00		1.00	\$ 4,525.00	\$ 4,525.00	0.00	\$ -	1.00	1.00	\$ 4,525.00	0.00	100.00%
170	2435-0700020	CONNECTION TO EXISTING INTAKE		EACH	1.00		1.00	\$ 4,375.00	\$ 4,375.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
180	2502-8214952	REMOVAL OF SUBDRAIN		LF	1,400.00		1,400.00	\$ 5.00	\$ 7,000.00	0.00	\$ -	1,322.00	1,322.00	\$ 6,610.00	78.00	91.43%
190	2502-8213208	SUBDRAIN, P.V.C. STANDARD, PERFORATED, 8 IN.		LF	1,441.40		1,441.40	\$ 34.00	\$ 49,007.60	0.00	\$ -	1,322.70	1,322.70	\$ 44,971.80	118.70	91.76%
200	2502-8221108	SUBDRAIN RISER, 8 IN., AS PER PLAN		EACH	3.00		3.00	\$ 1,775.00	\$ 5,325.00	0.00	\$ -	1.00	1.00	\$ 1,775.00	2.00	33.33%
210	2502-8221305	SUBDRAIN OUTLET, DR-30 PLAN		EACH	2.00		2.00	\$ 475.00	\$ 950.00	0.00	\$ -	2.00	2.00	\$ 950.00	0.00	100.00%
220	2503-0114212	220	FINISHES ON EXISTING PAVED SURFACES: REPAVED CONCRETE, P.C. 6 IN., 2 IN. MIN. THICKNESS	LF	26.00		26.00	\$ 105.00	\$ 2,730.00	0.00	\$ -	26.00	26.00	\$ 2,730.00	0.00	100.00%
230	2503-0114224	230	FINISHES ON EXISTING PAVED SURFACES: REPAVED CONCRETE, P.C. 6 IN., 2 IN. MIN. THICKNESS	LF	16.00		16.00	\$ 125.00	\$ 2,000.00	0.00	\$ -	16.00	16.00	\$ 2,000.00	0.00	100.00%
240	2503-02000306	240	FINISHES ON EXISTING PAVED SURFACES: REPAVED CONCRETE, P.C. 6 IN., 2 IN. MIN. THICKNESS	LF	5.00		5.00	\$ 51.00	\$ 255.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
250	2503-02000309	250	FINISHES ON EXISTING PAVED SURFACES: REPAVED CONCRETE, P.C. 6 IN., 2 IN. MIN. THICKNESS	SY	23.00		23.00	\$ 11.00	\$ 253.00	0.00	\$ -	0.00	0.00	\$ -	23.00	0.00%
260	2507-6803061	260	FINISHES ON EXISTING PAVED SURFACES: REPAVED CONCRETE, P.C. 6 IN., 2 IN. MIN. THICKNESS	TON	17.30		17.30	\$ 98.00	\$ 1,695.40	0.00	\$ -	0.00	0.00	\$ -	17.30	0.00%
270	2516-6745950	REMOVAL OF PAVEMENT		SY	4,040.70		4,040.70	\$ 14.00	\$ 56,569.80	0.00	\$ -	4,040.70	4,040.70	\$ 56,569.80	0.00	100.00%
280	2516-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES		SY	2.00		2.00	\$ 1,850.00	\$ 3,700.00	0.00	\$ -	2.00	2.00	\$ 3,700.00	0.00	100.00%
290	2517-6745900	REMOVAL OF SIDEWALK		SY	328.80		328.80	\$ 13.00	\$ 4,274.40	0.00	\$ -	389.80	389.80	\$ 5,091.40	(139.00)	142.27%
300	2517-7326004	SIDEWALK, P.C. CONCRETE, 4 IN.		SY	206.40		206.40	\$ 59.00	\$ 12,177.60	(48.70)	\$ (2,873.30)	342.30	293.60	\$ 17,322.40	(67.20)	142.27%
310	2517-7326005	SIDEWALK, P.C. CONCRETE, 5 IN.		SY	16.50		16.50	\$ 65.00	\$ 1,072.50	279.21	\$ 18,148.65	81.10	360.31	\$ 23,420.15	(343.81)	2163.70%
320	2517-7326006	SIDEWALK, P.C. CONCRETE, 6 IN.		SY	91.90		91.90	\$ 86.00	\$ 7,903.40	33.29	\$ 2,882.94	38.50	171.79	\$ 6,173.94	20.11	78.12%
330	2517-7528101	DETECTABLE WARNINGS		SF	155.00		155.00	\$ 69.00	\$ 10,695.00	19.00	\$ 1,311.00	98.00	117.00	\$ 8,073.00	38.00	75.48%
340	2515-2475007	DETECTABLE CUT FOR PAVEMENT MARKINGS		SY	315.80		315.80	\$ 73.00	\$ 23,053.40	0.00	\$ -	315.80	315.80	\$ 23,053.40	0.00	100.00%
350	2515-2475007	DETECTABLE CUT FOR PAVEMENT MARKINGS		SY	358.10		358.10	\$ 13.00	\$ 4,655.30	0.00	\$ -	358.10	358.10	\$ 4,655.30	0.00	100.00%
360	2524-6756010	REMOVE AND REINSTALL SIGN AS PER PLAN		EACH	19.00		19.00	\$ 400.00	\$ 7,600.00	1.00	\$ 400.00	0.00	1.00	\$ 400.00	18.00	5.26%
370	2525-0000100	TRAFFIC SIGNALIZATION		LS	1.00		1.00	\$ 575,000.00	\$ 575,000.00	0.00	\$ -	0.90	0.90	\$ 517,500.00	0.10	90.00%
380	2525-0000120	REMOVE OF TRAFFIC SIGNALIZATION		LS	1.00		1.00	\$ 30,000.00	\$ 30,000.00	0.00	\$ -	1.00	1.00	\$ 30,000.00	0.00	100.00%
390	2527-0263005	RAISED PAVEMENT MARKERS		EACH	67.00		67.00	\$ 9.50	\$ 636.50	0.00	\$ -	0.00	0.00	\$ -	67.00	0.00%
400	2527-0263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED		STA	9.51		9.51	\$ 55.00	\$ 523.05	0.00	\$ -	0.00	0.00	\$ -	9.51	0.00%
410	2527-0263117	PAINTED PAVEMENT MARKINGS, DURABLE		STA	117.23		117.23	\$ 200.00	\$ 23,446.00	0.00	\$ -	0.00	0.00	\$ -	117.23	0.00%
420	2527-0263143	PAINTED SYMBOLS AND LEGENDS, DURABLE		EACH	38.00		38.00	\$ 175.00	\$ 6,650.00	0.00	\$ -	0.00	0.00	\$ -	38.00	0.00%
430	2527-0263180	PAVEMENT MARKINGS REMOVED		STA	52.00		52.00	\$ 123.00	\$ 6,396.00	0.00	\$ -	0.00	0.00	\$ -	52.00	0.00%
440	2527-0263190	SYMBOLS AND LEGENDS REMOVED		EACH	5.00		5.00	\$ 175.00	\$ 875.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
450	2527-0270711	GROOVES CUT FOR PAVEMENT MARKINGS		STA	117.23		117.23	\$ 200.00	\$ 23,446.00	0.00	\$ -	0.00	0.00	\$ -	117.23	0.00%
460	2527-0270720	GROOVES CUT FOR SYMBOLS AND LEGENDS		EACH	38.00		38.00	\$ 175.00	\$ 6,650.00	0.00	\$ -	0.00	0.00	\$ -	38.00	0.00%
470	2528-2518000	SAFETY CLOSURE		EACH	5.00		5.00	\$ 225.00	\$ 1,125.00	0.00	\$ -	0.00	0.00	\$ -	5.00	0.00%
480	2528-8400258	TEMPORARY TRAFFIC SIGNALS		EACH	1.00		1.00	\$ 59,500.00	\$ 59,500.00	0.00	\$ -	1.00	1.00	\$ 59,500.00	0.00	100.00%
490	2528-8448110	TRAFFIC CONTROL		LF	1.00		1.00	\$ 39,000.00	\$ 39,000.00	0.00	\$ -	1.00	1.00	\$ 39,000.00	0.00	100.00%
500	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)		CDAY	20.00		20.00	\$ 100.00	\$ 2,000.00	0.00	\$ -	38.00	38.00	\$ 3,800.00	(18.00)	190.00%
510	2533-4980005	MOBILIZATION		LS	1.00		1.00	\$ 275,000.00	\$ 275,000.00	0.00	\$ -	1.00	1.00	\$ 275,000.00	0.00	100.00%
520	2601-2634105	MULCHING, BONDED FIBER MATRIX		ACRE	2.50		2.50	\$ 4,250.00	\$ 10,625.00	0.75	\$ 3,187.50	2.91	2.91	\$ 12,367.50	(0.41)	116.40%
530	2601-2638004	SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	\$ 2,450.00	\$ 2,940.00	0.00	\$ -	1.59	1.59	\$ 3,895.50	(0.39)	132.50%
540	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	\$ 2,300.00	\$ 2,760.00	0.75	\$ 1,725.00	0.57	0.57	\$ 1,305.00	(0.12)	110.00%
550	2602-0000020	SILT FENCE		LF	1,600.00		1,600.00	\$ 1.65	\$ 2,640.00	0.00	\$ -	0.00	0.00	\$ -	1,600.00	0.00%
560	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS		LF	1,600.00		1,600.00	\$ 0.05	\$ 80.00	0.00	\$ -	0.00	0.00	\$ -	1,600.00	0.00%
570	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS		LF	160.00		160.00	\$ 0.05	\$ 8.00	0.00	\$ -	0.00	0.00	\$ -	160.00	0.00%
580	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.		LF	1,120.00		1,120.00	\$ 3.70	\$ 4,144.00	160.00	\$ 592.00	585.00	745.00	\$ 2,756.50	375.00	66.92%
590	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		LF	1,120.00		1,120.00	\$ 0.26	\$ 290.00	0.00	\$ -	0.00	0.00	\$ -	1,120.00	0.00%
600	2602-0000350	GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	\$ 210.00	\$ 630.00	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
610	2602-0000350	GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	\$ 5.00	\$ 15.00	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
620	2602-0000350	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	\$ 1.00	\$ 3.00	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
630	2602-0000350	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	10.00		10.00	\$ 500.00	\$ 5,000.00	1.00	\$ 500.00	2.00	3.00	\$ 1,500.00	7.00	30.00%
640	2602-0001010	MOBILIZATIONS, EROSION CONTROL		CY	1,700.00		1,700.00	\$ 12.00	\$ 20,400.00	0.00	\$ -	704.00	704.00	\$ 8,448.00	996.00	41.41%
650	2602-0001010	TOPSOIL STRIP, SALVAGE AND SPREAD		CY	109.00		109.00	\$ 50.00	\$ 5,450.00	0.00	\$ -	109.00	109.00	\$ 5,450.00	0.00	100.00%
660	2602-0001010	COMPACTING MORTAR ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES		TON	15.80		15.80	\$ 52.00	\$ 821.60	0.00	\$ -	15.80	15.80	\$ 821.60	0.00	100.00%
670	2602-0001010	GRANULAR SHOULDERS, TYPE A		TON	458.20		458.20	\$ 180.00	\$ 82,476.00	0.00	\$ -	418.00	418.00	\$ 75,240.00	40.20	91.23%
680	2602-0001010	FINISHES ON PAVED SURFACES: CONCRETE TREATMENT, CLASS E, CLASS D, MINIMUM 1/4 IN.		SY	2,535.60		2,535.60	\$ 55.00	\$ 139,458.00	0.00	\$ -	3821.60	3,821.60	\$ 210,188.00	(1,286.00)	150.72%
690	2602-0001010	TEMPORARY PAVEMENT		LS	1.00		1.00	\$ 2,300.00	\$ 2,300.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
700	2402-0426030	GRANULAR BACKFILL		CY	761.00		761.00	\$ 70.00	\$ 53,270.00	0.00						

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

820	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	2.00		2.00	\$ 6,600.00	\$ 13,200.00	0.00	\$ -	2.00	2.00	\$ 13,200.00	0.00	100.00%
830	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EACH	3.00		3.00	\$ 7,800.00	\$ 22,800.00	0.00	\$ -	3.00	3.00	\$ 22,800.00	0.00	66.67%
840	2435-0251224	INTAKE, SW-512, 24 IN.	EACH	2.00		2.00	\$ 3,000.00	\$ 6,000.00	0.00	\$ -	2.00	2.00	\$ 6,000.00	1.00	50.00%
850	2435-0251300	INTAKE, SW-513	EACH	1.00		1.00	\$ 9,400.00	\$ 9,400.00	0.00	\$ -	1.00	1.00	\$ 9,400.00	0.00	100.00%
860	2435-0252100	LINEAR TRENCH DRAIN, SW-521	LF	20.00		20.00	\$ 185.00	\$ 3,700.00	0.00	\$ -	20.00	20.00	\$ 3,700.00	0.00	100.00%
870	2301-57715000	PILES, STEEL SHEET	SF	14,701.00		14,701.00	\$ 50.00	\$ 735,050.00	0.00	\$ -	14,701.00	14,701.00	\$ 735,050.00	0.00	100.00%
880	2301-8400172	TEMPORARY SHORING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	1.00	1.00	\$ 20,000.00	0.00	100.00%
890	2302-8213208	SUBDRAIN, PVC, STANDARD, PERFORATED, 8 IN.	LF	1,074.80		1,074.80	\$ 34.00	\$ 36,543.20	0.00	\$ -	1,074.80	1,074.80	\$ 36,543.20	944.80	12.10%
900	2302-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	4.00		4.00	\$ 1,800.00	\$ 7,200.00	0.00	\$ -	4.00	4.00	\$ 7,200.00	0.00	25.00%
910	2302-8221303	JOINTS, PVC, STANDARD, PERFORATED, 8 IN.	EACH	2.00		2.00	\$ 725.00	\$ 1,450.00	0.00	\$ -	2.00	2.00	\$ 1,450.00	0.00	0.00%
920	2303-0114215	JOINTS, PVC, STANDARD, PERFORATED, 8 IN.	EACH	381.00		381.00	\$ 90.00	\$ 34,290.00	0.00	\$ -	381.00	381.00	\$ 34,290.00	6.00	98.91%
930	2303-0114215	JOINTS, PVC, STANDARD, PERFORATED, 8 IN.	LF	317.00		317.00	\$ 100.00	\$ 31,700.00	0.00	\$ -	317.00	317.00	\$ 31,700.00	0.00	100.00%
940	2303-0114230	JOINTS, PVC, STANDARD, PERFORATED, 8 IN.	LF	353.00		353.00	\$ 140.00	\$ 49,420.00	0.00	\$ -	353.00	353.00	\$ 49,420.00	0.00	100.00%
950	2303-0253005	ENGINEERING FABRIC	SY	55.00		55.00	\$ 31.50	\$ 1,732.50	0.00	\$ -	55.00	55.00	\$ 1,732.50	55.00	0.00%
960	2307-4600361	REINFORCEMENT, CLASS E	TON	38.30		38.30	\$ 98.00	\$ 3,753.40	0.00	\$ -	38.30	38.30	\$ 3,753.40	0.00	0.00%
970	2310-6743950	REMOVAL OF PAVEMENT	SY	2,607.70		2,607.70	\$ 14.00	\$ 36,507.80	0.00	\$ -	2,607.70	2,607.70	\$ 36,507.80	0.00	114.42%
980	2311-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	873.70		873.70	\$ 13.00	\$ 11,358.10	0.00	\$ -	873.70	873.70	\$ 11,358.10	404.30	53.73%
990	2311-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	990.90		990.90	\$ 71.00	\$ 70,353.90	409.20	\$ 29,053.20	990.90	990.90	\$ 70,353.90	0.00	100.00%
1000	2311-0301000	SPECIAL COMPACT OF SUBGRADE FOR RECREATIONAL TRAIL	STA	10.20		10.20	\$ 475.00	\$ 4,845.00	0.00	\$ -	10.20	10.20	\$ 4,845.00	10.20	0.00%
1010	2311-0745900	REMOVAL OF SIDEWALK	SY	524.70		524.70	\$ 13.00	\$ 6,821.10	0.00	\$ -	524.70	524.70	\$ 6,821.10	428.80	18.28%
1020	2311-0745900	REMOVAL OF SIDEWALK	SY	700.40		700.40	\$ 61.00	\$ 42,724.40	0.00	\$ -	700.40	700.40	\$ 42,724.40	295.60	57.80%
1030	2311-0745900	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	98.50		98.50	\$ 86.00	\$ 8,471.00	0.00	\$ -	98.50	98.50	\$ 8,471.00	98.50	0.00%
1040	2311-0745900	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	1,250.00		1,250.00	\$ 24.25	\$ 30,312.50	0.00	\$ -	1,250.00	1,250.00	\$ 30,312.50	1,250.00	0.00%
1050	2323-0000200	ELECTRICAL CIRCUITS	LF	1.00		1.00	\$ 825.00	\$ 825.00	0.00	\$ -	1.00	1.00	\$ 825.00	1.00	0.00%
1060	2323-0000310	HANDHOLES AND JUNCTION BOXES	EACH	1.00		1.00	\$ 9,645.00	\$ 9,645.00	0.00	\$ -	1.00	1.00	\$ 9,645.00	1.00	0.00%
1070	2323-0000400	CONTROL CABINET	EACH	1.00		1.00	\$ 150.00	\$ 150.00	0.00	\$ -	1.00	1.00	\$ 150.00	14.18	86.46%
1080	2327-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.73		104.73	\$ 150.00	\$ 15,709.50	0.00	\$ -	104.73	104.73	\$ 15,709.50	7.00	0.00%
1090	2328-2518000	SAFETY CLOSURE	EACH	7.00		7.00	\$ 225.00	\$ 1,575.00	0.00	\$ -	7.00	7.00	\$ 1,575.00	0.00	0.00%
1100	2328-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	525.00		525.00	\$ 18.00	\$ 9,450.00	0.00	\$ -	525.00	525.00	\$ 9,450.00	0.00	100.00%
1110	2328-84045110	TRAFFIC CONTROL	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00	0.00	\$ -	1.00	1.00	\$ 40,000.00	0.10	90.00%
1120	2328-9103020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,077.00		1,077.00	\$ 17.50	\$ 18,847.50	0.00	\$ -	1,077.00	1,077.00	\$ 18,847.50	48.00	95.43%
1130	2328-9200050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	QUAY	20.00		20.00	\$ 100.00	\$ 2,000.00	0.00	\$ -	20.00	20.00	\$ 2,000.00	0.00	100.00%
1140	2333-4980005	MOBILIZATION	LS	1.00		1.00	\$ 275,000.00	\$ 275,000.00	0.00	\$ -	1.00	1.00	\$ 275,000.00	0.00	100.00%
1150	2351-0000110	TEMP GRASS CUSHION	EACH	2.00		2.00	\$ 1,200.00	\$ 2,400.00	0.00	\$ -	2.00	2.00	\$ 2,400.00	0.00	100.00%
1160	2352-0000300	TRENCH COMPACTING TESTING	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
1170	2354-0114012	WATER MAIN, TRENCHED, POLYETHYLENE GLYCOL (PE), 12 IN.	LF	83.00		83.00	\$ 114.00	\$ 9,462.00	0.00	\$ -	83.00	83.00	\$ 9,462.00	0.00	100.00%
1180	2354-0114024	WATER MAIN, TRENCHED, POLYETHYLENE GLYCOL (PE), 12 IN.	LF	105.00		105.00	\$ 285.00	\$ 29,925.00	0.00	\$ -	105.00	105.00	\$ 29,925.00	0.00	100.00%
1190	2354-0114024	WATER MAIN, TRENCHED, POLYETHYLENE GLYCOL (PE), 24 IN.	LF	400.00		400.00	\$ 380.00	\$ 152,000.00	0.00	\$ -	400.00	400.00	\$ 152,000.00	0.00	100.00%
1200	2354-0144012	WATER MAIN WITH GROUND PIPES, TRENCHED, POLYETHYLENE GLYCOL (PE), 12 IN.	LF	120.00		120.00	\$ 1,400.00	\$ 168,000.00	0.00	\$ -	120.00	120.00	\$ 168,000.00	0.00	100.00%
1210	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 1,685.00	\$ 3,370.00	0.00	\$ -	2.00	2.00	\$ 3,370.00	0.00	100.00%
1220	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 1,250.00	\$ 2,500.00	0.00	\$ -	2.00	2.00	\$ 2,500.00	0.00	100.00%
1230	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 3,575.00	\$ 7,150.00	0.00	\$ -	2.00	2.00	\$ 7,150.00	0.00	100.00%
1240	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 1,555.00	\$ 3,110.00	0.00	\$ -	2.00	2.00	\$ 3,110.00	0.00	100.00%
1250	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	1.00		1.00	\$ 2,400.00	\$ 2,400.00	0.00	\$ -	1.00	1.00	\$ 2,400.00	0.00	100.00%
1260	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 6,325.00	\$ 12,650.00	0.00	\$ -	2.00	2.00	\$ 12,650.00	0.00	100.00%
1270	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 6,325.00	\$ 12,650.00	0.00	\$ -	2.00	2.00	\$ 12,650.00	0.00	100.00%
1280	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	2.00		2.00	\$ 8,950.00	\$ 17,900.00	0.00	\$ -	2.00	2.00	\$ 17,900.00	0.00	100.00%
1290	2354-0200220	FITTINGS BY COUNT, DUCTILE IRON	EACH	10.00		10.00	\$ 655.00	\$ 6,550.00	0.00	\$ -	10.00	10.00	\$ 6,550.00	5.00	0.00%
1300	2355-9999005	INSIDE NEW F1 LIGHT FIXTURE	EACH	5.00		5.00	\$ 625.00	\$ 3,125.00	0.00	\$ -	5.00	5.00	\$ 3,125.00	0.00	0.00%
1310	2355-9999005	INSIDE NEW F2 LIGHT FIXTURE	EACH	5.00		5.00	\$ 625.00	\$ 3,125.00	0.00	\$ -	5.00	5.00	\$ 3,125.00	0.00	0.00%
1320	2355-9999005	WATER MAIN ABANDONMENT, CUT CLOSURE, REMOVE CENTER PIPE AND PIPES 26' CLOSING	LF	160.00		160.00	\$ 62.00	\$ 9,920.00	0.00	\$ -	160.00	160.00	\$ 9,920.00	0.00	100.00%
1330	2355-9999005	WATER MAIN ABANDONMENT, CUT CLOSURE, REMOVE CENTER PIPE AND PIPES 26' CLOSING	LF	41.00		41.00	\$ 40.00	\$ 1,640.00	0.00	\$ -	41.00	41.00	\$ 1,640.00	0.00	100.00%
1340	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	LF	1,254.70		1,254.70	\$ 24.00	\$ 30,112.80	0.00	\$ -	1,254.70	1,254.70	\$ 30,112.80	0.00	100.00%
1350	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	SY	2.50		2.50	\$ 4,250.00	\$ 10,625.00	0.00	\$ -	2.50	2.50	\$ 10,625.00	2.50	0.00%
1360	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	ACRE	1.30		1.30	\$ 2,450.00	\$ 3,185.00	0.00	\$ -	1.30	1.30	\$ 3,185.00	1.30	0.00%
1370	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	ACRE	1.30		1.30	\$ 2,300.00	\$ 2,990.00	0.00	\$ -	1.30	1.30	\$ 2,990.00	1.30	0.00%
1380	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	ACRE	1.30		1.30	\$ 2,300.00	\$ 2,990.00	0.00	\$ -	1.30	1.30	\$ 2,990.00	1.30	0.00%
1390	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	LF	437.00		437.00	\$ 2.45	\$ 1,070.65	0.00	\$ -	437.00	437.00	\$ 1,070.65	437.00	0.00%
1400	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	LF	437.00		437.00	\$ 0.05	\$ 21.85	0.00	\$ -	437.00	437.00	\$ 21.85	437.00	0.00%
1410	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	LF	44.00		44.00	\$ 0.05	\$ 2.20	0.00	\$ -	44.00	44.00	\$ 2.20	44.00	0.00%
1420	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	LF	770.00		770.00	\$ 3.70	\$ 2,841.00	0.00	\$ -	770.00	770.00	\$ 2,841.00	850.00	15.58%
1430	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	LF	770.00		770.00	\$ 0.25	\$ 192.50	0.00	\$ -	770.00	770.00	\$ 192.50	770.00	0.00%
1440	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	4.00		4.00	\$ 210.00	\$ 840.00	0.00	\$ -	4.00	4.00	\$ 840.00	4.00	0.00%
1450	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	4.00		4.00	\$ 5.00	\$ 20.00	0.00	\$ -	4.00	4.00	\$ 20.00	4.00	0.00%
1460	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	4.00		4.00	\$ 1.00	\$ 4.00	0.00	\$ -	4.00	4.00	\$ 4.00	4.00	0.00%
1470	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	8.00		8.00	\$ 500.00	\$ 4,000.00	0.00	\$ -	8.00	8.00	\$ 4,000.00	7.00	12.50%
1480	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	0.00		0.00	\$ 6.00	\$ 6.00	0.00	\$ -	0.00	0.00	\$ 6.00	0.00	100.00%
1490	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	SY	0.00		0.00	\$ 1,082.50	\$ 2,165.00	0.00	\$ -	0.00	0.00	\$ 2,165.00	0.00	100.00%
1500	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	0.00		0.00	\$ 1.00	\$ 1.00	0.00	\$ -	0.00	0.00	\$ 1.00	0.00	100.00%
1510	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	0.00		0.00	\$ 1.00	\$ 1.00	0.00	\$ -	0.00	0.00	\$ 1.00	0.00	100.00%
1520	2355-9999005	WATER MAIN ABANDONMENT, REMOVE EXISTING 12" CENTER PIPE	EACH	0.00		0.00									



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #5 in the amount of \$4,982.27 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange 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. AECOM - Pymt #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: I-35 & NE 36th Street Interchange Improvements
Contractor: AECOM Technical Services, Inc.
Address: 501 Sycamore Street, Suite 222, Waterloo, IA 50703
Finance Budget Code: 948.3948,4210 Finance Project #: 948.4210
Vendor Project #: 60751780 Purchase Order #: N/A
Original Contract Date: February 17, 2025 Vendor Account #: 12303

Date of Council Meeting: August 18, 2025 Payment Application #: 5

Payment Period: From: June 21, 2025 Through: July 25, 2025

Contract Summary:

Original Contract Amount:	\$ 141,600.00	
Net Change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 141,600.00	
Total Completed and Stored to Date:	\$ 32,102.27	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned Less Retainage:	\$ 32,102.27	
Less Previous Applications for Payment:	\$ 27,120.00	
SUBTOTAL:		\$ 4,982.27
OTHER CHARGES:		\$ -
CURRENT PAYMENT DUE:		\$ 4,982.27

Balance to Finish, Including Retainage: \$ 109,497.73

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: N/A

Firm Name

Signature

Date

Engineer / Consultant Approval: AECOM Technical Services, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 7/30/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 21, 2025	\$ 6,106.32
2	May 19, 2025	\$ 2,409.25
3	June 16, 2025	\$ 11,287.43
4	July 7, 2025	\$ 7,317.00
5		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 27,120.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining: N/A

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

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2001046037

Invoice Date: 30-JUL-25

Invoice Due Date: 29-AUG-25

Amount Due: \$4,982.27 USD

Project Number: 60751780

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com



AECOM 515.323.7910 tel
500 SW 7th Street 515.244.4803 fax
Suite 301
Des Moines, Iowa 50309
www.aecom.com

July 30, 2025

Ms. Leslie Hart, PE, PTOE
Traffic Engineering Manager
City of Ankeny

Subject: **I35 and NE 36th Street Interchange Improvements**
Progress Report No. 05
AECOM #60751780

Dear Ms. Hart:

This progress report summarizes the work completed on the I35 and NE 36th Street Interchange project from June 21, 2025, through July 25, 2025. The following activities were accomplished during this time period:

1. Submitted draft Methods and Assumptions Memo for City review and submittal to Iowa DOT.
2. Continued safety analysis, traffic forecasting, and forecasted operations review.
3. Further developed Synchro models.

The following work is anticipated during the upcoming weeks:

1. Continue safety analysis.
2. Begin layout of current interchange using information from City Engineering.
3. Meet with Iowa DOT to discuss Traffic Forecast Memo and Methods and Assumptions Memo.

The project is proceeding within the current contract budget and schedule. Please contact us if you have any questions regarding this report.

Yours sincerely,

Todd L. Allyn, PE

Michelle M. Sweeney, PE, PTOE

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N



501 Sycamore Street, Suite 222, Waterloo, IA 50703

Tel: 319-232-6531

Fax: 319-232-0271

Federal Tax ID No. 95-2661922

ATTN : Leslie Hart
Ankeny, IA, City of
410 West First Street
Ankeny, IA 50023
United States

Invoice Date: 30-JUL-25
Invoice Number: 2001046037

Agreement Number: 60751780
Agreement Description:

Payment Term: 30 DAYS
Agreement Dated 02/17/2025
Please reference Invoice Number and Project Number with Remittance

Project Number : 60751780 Project Name : ANK - I35 and NE 36th St Interchange
Bill Through Date : 21-JUN-25 - 25-JUL-25
AECOM Project Manager: Allyn, Todd L
Agreement Dated 02/17/2025

Labor Multiplier						
Employee Name/Title	Title/Expenditure	Date	Hours	Rate	Raw Cost	Billed Amt
Adhikari, Rosy (Rosy)	Professional	04-JUL-25	0.50	34.35	17.18	
Allyn, Todd L	Project Professional	27-JUN-25	2.00	72.40	144.81	
Allyn, Todd L	Project Professional	04-JUL-25	1.00	72.40	72.41	
Allyn, Todd L	Project Professional	11-JUL-25	6.00	72.40	434.44	
Allyn, Todd L	Project Professional	18-JUL-25	4.00	72.40	289.63	
Bernhardt, Mary E	Project Support	27-JUN-25	1.50	43.36	65.06	
Salomonsen, Derek A	Staff Professional	27-JUN-25	2.50	60.32	150.79	
Salomonsen, Derek A	Staff Professional	04-JUL-25	1.00	60.32	60.32	
Salomonsen, Derek A	Staff Professional	11-JUL-25	2.00	60.32	120.64	
Salomonsen, Derek A	Staff Professional	18-JUL-25	1.50	60.32	90.48	
Sweeney, Michelle	Senior Professional	18-JUL-25	1.00	96.69	96.69	
Van Sickle, Ethan (Ethan)	Professional	27-JUN-25	5.00	37.52	187.63	
Van Sickle, Ethan (Ethan)	Professional	04-JUL-25	1.00	37.52	37.53	
Van Sickle, Ethan (Ethan)	Professional	18-JUL-25	5.00	37.52	187.64	
Total Labor Multiplier			34.00		1,955.25	1,955.25

OverHead Markup 2,453.84

Labor CPFF Total 4,409.09

Lump Sum		
Description		Billed Amt
Fixed Fee Labor		573.18
Total Lump Sum		573.18

Project Total : ANK - I35 and NE 36th St Interchange 4,982.27

Invoice Summaries		
Total Current Amount :		4,982.27
Retention Amount :		0.00
Pre-Tax Amount :		4,982.27
Tax Amount :		0.00
Total Invoice Amount :		4,982.27

Billing Summaries					
Billing Summary	Current	Prior	Total	Limit	Remain
Billings	4,982.27	27,120.00	32,102.27	141,600.00	109,497.73
Tax	0.00	0.00	0.00		

Billing Summaries					
<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billing Total :	4,982.27	27,120.00	32,102.27		



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #9 in the amount of \$431,015.00 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 #9

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: August 18, 2025 Payment Application #: 9
Payment Period: From: May 3, 2025 Through: June 27, 2025

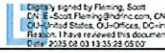
Contract Summary:

Original Contract Amount:	\$	9,751,758.59	
Net Change by Change Orders:	\$	(71,100.00)	
Contract Amount to Date: (line 1 ± 2)	\$	9,680,658.59	
Total Completed and Stored to Date:	\$	6,433,838.11	
Retainage: <u>5</u> % of Completed Work:	\$	321,691.91	
Total Earned Less Retainage:	\$	6,112,146.20	
Less Previous Applications for Payment:	\$	5,681,131.20	
SUBTOTAL:	\$	431,015.00	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	431,015.00	
Balance to Finish, Including Retainage:	\$	3,568,512.39	

Contract Time Remaining (Substantial): 126.0 #
Contract Time Remaining (Full): 156.0 #

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 Kellar 7/2/2025
Signature Date

Engineer / Consultant Approval: HDR Engineering, Inc.
Firm Name
Fleming, Scott 
Signature Date

City of Ankeny Staff Approval:
Donald Clark 8/4/25
Signature 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
5	January 21, 2025	\$ 1,768,701.59
6	February 17, 2025	\$ 746,512.04
7	March 16, 2025	\$ 359,009.76
8	June 19, 2025	\$ 655,232.53
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 5,681,131.20

Record of Change Orders:

No.	Date	Amount
1	March 18, 2024	\$ (83,000.00)
2	January 21, 2025	\$ 11,900.00
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CHANGE ORDER TOTAL = \$ (71,100.00)

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:	599.0
Working Days Remaining:	126.0

Full Completion:

Contract Working Days:	755.0
Added by Change Order:	0.0
Total Working Days:	755.0
Working Days Used to Date:	599.0
Working Days Remaining:	156.0



INVOICE

MAIL TO:		SOLD TO:
HDR		City of Ankeny, IA
Attn: Rob Baker		Attn: Don Clark
2901 South Loop Drive, Suite 3300		1210 NW Prairie Ridge Rd
Attn: Rob Baker		
Ph. 515-473-5785		
Ema: Rob.Baker@hdrinc		
Job Location: ANKENY, IA		
Project No.: 10345779		

INVOICE NO. 252422-09
APPLICATION NO. 9
INVOICE DATE 07/01/25
DUE DATE 07/31/25

TERMS	Net 30
A/P VENDOR NO. 0	

Work From Date: 05/03/25
Work Thru Date: 06/27/25
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	(\$71,100.00)
Total Contract Price	\$9,680,658.59

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	80%	\$140,000.00
Earthwork							
2.01	General Clearing and Grubbing	LS	1	\$26,525.00	\$26,525.00	100%	\$26,525.00
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	500 Units	\$7,960.00
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	60 Units	\$43,288.80
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 Conventional	AC	1.3	\$11,305.36	\$14,696.97	69%	\$10,126.21
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding	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 Seeding	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
8.20	Tree - Norway Spruce	EA	4	\$530.50	\$2,122.00	0%	\$0.00
8.21	Shrub - Iroquois 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	100%	\$587,500.00
203	Tank Material	LS	1	\$1,485,051.65	\$1,485,051.65	82%	\$1,217,742.35
204	Fabrication & Ship (Concrete Shaft)	LS	1	\$123,500.00	\$123,500.00	100%	\$123,500.00
205	Fabrication & Ship (Tank Erection @ Grade)	LS	1	\$426,000.00	\$426,000.00	95%	\$404,700.00
206	Fabrication and Ship (Hoist Tank)	LS	1	\$57,600.00	\$57,600.00	85%	\$48,960.00
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	100%	\$59,000.00
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	100%	\$1,078,500.00
213	Tank Erection @ Grade	LS	1	\$698,000.00	\$698,000.00	65%	\$453,700.00
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	100%	\$100,000.00
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	84%	\$275,170.35
301	Bulk Water Station Installation (Shipping/Unloading, Concrete)	LS	1	\$79,575.00	\$79,575.00	67%	\$53,315.25
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
CO	Catwalk Modifications	LS	1	(\$3,000.00)	(\$3,000.00)	0%	\$0.00
CO	Welded Stainless Steel Fresh Mix System	LS	1	(\$80,000.00)	(\$80,000.00)	0%	\$0.00
CO-02	Couplings, Brass Plugs	LS	1	\$11,900.00	\$11,900.00	0%	\$0.00
				\$ 9,680,658.59		66%	\$6,433,838.11

Progress Completed to Date		\$6,433,838.11
Less: Retention 5%		\$321,691.91
Total Amount Billed to Date		\$6,112,146.20
Less: Amount Previously Invoiced		\$5,681,131.20
Current Amount Due		\$431,015.00

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

CUSTOMER PROJECT:

CB&I INVOICE NO. 252422-09

Distribution to:

(OWNER) Attn: Don Clark

10345779

APPLICATION NO. 9

OWNER

1210 NW Prairie Ridge Rd

10345779

WORK FROM DATE: 05/03/25

ENGINEER

FROM (CONTRACTOR):

VIA (ENGINEER):

WORK THRU DATE: 06/27/25

CONTRACTOR

CB&I Storage Tank Solutions LLC

10345779

ENG. PROJECT NO: 10345779

OTHER

1725 Hughes Landing Blvd STE 600

The Woodlands, TX 77380

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	(83,000.00)
TOTAL			
Approved this Application			
Number	Date Approved		
CO-02	01/25/25	11,900.00	
TOTALS		11,900.00	0.00
Net change by Change Orders		(71,100.00)	

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:  Date: 07/01/25

A/R Administrator

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: HDR

By: Fleming, Scott



OWNER: City of Ankeny, IA

By: 

Date: 8/4/25

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: 252422-09

APPLICATION NUMBER: 9

APPLICATION DATE: 07/01/25

WORK FROM DATE: 05/03/25

WORK THRU DATE: 06/27/25

A	B	C	D	E	F	G	H	I	J	K				
ITEM NO.	DESCRIPTION OF WORK	TOTAL QUANTITY	COST PER UNIT	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATIONS	PREVIOUS % (D div C)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	TOTAL TO DATE % (G div C)	BALANCE TO FINISH (C-G)	PREVIOUS RETAINAGE 5%	CURRENT RETAINAGE 5%	TOTAL RETAINAGE 5%
General Provisions and Covenants														
1.01	Mobilization, Demobilization, General Provisions and Contingencies	0	175,000	175,000.00	140,000.00	80%	0.00		140,000.00	80%	35,000.00	7,000.00	0.00	7,000.00
Earthwork														
2.01	General Cleaning and Grubbing	1	26,525	26,525.00	26,525.00	100%	0.00		26,525.00	100%	0.00	1,326.25	0.00	1,326.25
2.02	Topsoil and Finished Grading	1358	7	10,085.87	719.74	7%	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	7,960.00	19%	0.00		7,960.00	19%	35,024.00	398.00	0.00	398.00
2.04	Excavation and Embankment, Class 10	700	40	28,224.00	0.00	0%	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%	82,938.24	0.00	0.00	0.00
Sewers and Drains														
4.01	15" Storm Sewer Pipe, RCP	271	125	33,929.20	0.00	0%	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%	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%	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%	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%	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%	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%	3,978.75	0.00	0.00	0.00
Water Mains and Appurtenances														
5.01	Water Main and Fittings Removal At and Including Conduits	1	14,854	14,854.00	0.00	0%	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	43,288.80	17%	0.00		43,288.80	17%	205,621.80	2,164.44	0.00	2,164.44
5.03	4" Water Main Open Cut, PVC or DIP, RJ	1	122	5,490.90	0.00	0%	0.00		0.00	0%	5,490.90	0.00	0.00	0.00
5.04	24" x 45 Degree Bend	1	9,284	27,851.25	0.00	0%	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%	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%	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%	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%	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%	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%	15,915.00	0.00	0.00	0.00
Streets and Related Work														
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Single Open-Throat Curb Intake, Small Box, Type SW-50	1	12,732	12,732.00	0.00	0%	0.00		0.00	0%	12,732.00	0.00	0.00	0.00
6.02	Circular Area Inlet, Type SW-512	3	2,653	7,957.50	0.00	0%	0.00		0.00	0%	7,957.50	0.00	0.00	0.00
6.03	Detention Basin Outlet Structure	0	822	2,466.84	0.00	0%	0.00		0.00	0%	2,466.84	0.00	0.00	0.00
6.04	Streets and Related Work	1	7,958	7,957.50	0.00	0%	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%	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%	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%	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%	2,547.51	0.00	0.00	0.00
7.05	Detachable Warnings	60	64	3,819.60	0.00	0%	0.00		0.00	0%	3,819.60	0.00	0.00	0.00
Site Work and Landscaping														
8.01	Temporary Seeding, Fertilizing, and Mulching for Conversion	1	11,305	14,696.97	10,126.21	69%	0.00		10,126.21	69%	4,570.76	506.31	0.00	506.31
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydrant Rip Rap for Pipe Outlet, Class E	1	5,581	6,417.99	0.00	0%	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%	1,644.50	0.00	0.00	0.00
8.04	Inlet Protection	1135	5	6,004.15	2,610.00	43%	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		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		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		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%	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%	2,652.50	0.00	0.00	0.00
8.1	Bollards	1	291,775	291,775.00	0.00	0%	0.00		0.00	0%	291,775.00	0.00	0.00	0.00
8.11	Permanent Seeding, Fertilizing, and Mulching for Hydrant	2	1,061	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.12	Valle	0	202,078	30,311.71	0.00	0%	0.00		0.00	0%	30,311.71	0.00	0.00	0.00
8.13	Temporary Rolled Erosion Control Product (RECP)	406	16	6,370.14	2,335.99	37%	0.00		2,335.99	37%	4,034.15	116.80	0.00	116.80
8.14	Tree - Maidenhair Tree	976	8	8,286.24	0.00	0%	0.00		0.00	0%	8,286.24	0.00	0.00	0.00
8.15	Tree - Moraine Sweet Gum	5	690	3,448.25	0.00	0%	0.00		0.00	0%	3,448.25	0.00	0.00	0.00
8.16	Tree - Redmond American Linden	7	498	3,483.27	0.00	0%	0.00		0.00	0%	3,483.27	0.00	0.00	0.00
8.17	Tree - White Fir	4	419	1,676.40	0.00	0%	0.00		0.00	0%	1,676.40	0.00	0.00	0.00
8.18	Tree - Eastern Redcedar	4	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.19	Tree - Norway Spruce	7	467	3,267.88	0.00	0%	0.00		0.00	0%	3,267.88	0.00	0.00	0.00
8.2	Shrub - Inquis Beauty Black Chokeberry	4	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.21	Shrub - Inquis Beauty Black Chokeberry	8	51	407.44	0.00	0%	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202	Bonds & Insurance	1	587,500	587,500.00	587,500.00	100%	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
203	Engineering	1	1,485,052	1,485,051.65	1,217,742.35	82%	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
204	Tank Material	1	123,500	123,500.00	123,500.00	100%	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
205	Fabrication & Ship (Concrete Shaft)	1	426,000	426,000.00	404,700.00	95%	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
206	Fabrication and Ship (Hoist Tank)	1	57,600	57,600.00	48,960.00	85%	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
207	Temporary Construction Fence	1	59,000	59,000.00	59,000.00	100%	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
208	Deep Foundation (ACP)	1	398,300	398,300.00	398,300.00	100%	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
209	Pile Cap Foundation	1	798,700	798,700.00	798,700.00	100%	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
210	Site Prep for CB&I	1	59,000	59,000.00	59,000.00	100%	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
211	Set Derrick	1	98,400	98,400.00	98,400.00	100%	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
212	Concrete Shaft	1	1,078,500	1,078,500.00	1,078,500.00	100%	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
213	Tank Erection @ Grade	1	698,000	698,000.00	453,700.00	65%	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
214	Paint Tank at Grade	1	359,000	359,000.00	0.00	0%	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
215	Hoist and Complete Tank	1	193,500	193,500.00	0.00	0%	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
216	Paint Tank in Air	1	269,500	269,500.00	0.00	0%	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
217	Concrete Floor	1	40,000	40,000.00	0.00	0%	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
218	Equipment Pads	1	5,000	5,000.00	0.00	0%	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
219	Splash Pad	1	5,000	5,000.00	0.00	0%	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
220	Interior base/floor piping.	1	100,000	100,000.00	100,000.00	100%	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
221	Doors (Overhead & Personnel)	1	24,000	24,000.00	0.00	0%	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
222	Stelze and Fill	1	8,000	8,000.00	0.00	0%	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
300	Bulk Water Station Package Equipment	1	327,584	327,583.75	275,170.35	84%	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
301	Bulk Water Station Installation (Shipping/Unloading, Con	1	79,575	79,575.00	53,315.25	67%	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
600	Electrical for Site Service, Elevated Storage Tank, Bulk V	1	171,649	171,648.58	0.00	0%	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
601	Area Lights Pole Mounted	2	10,037	20,074.12	0.00	0%	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
602	SCADA Equipment Installation (Level Transducer, PLC F	1	12,520	12,519.80	0.00	0%	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
1001	ADD ALTERNATE NO. 1																		
1002	6" Granular Subbase for 6" HMA Pavement	488	51	24,853.84	0.00	0%	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
1003	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	94	40,227.18	0.00	0%	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
1004	4" Sanitary Sewer Service Sub, PVC	38	159	6,047.70	0.00	0%	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
1005	48" Circular Sanitary Sewer Manhole, Type SW-301	3	12,732	38,196.00	0.00	0%	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
1006	Connection to Existing Sanitary Sewer Manhole	1	7,958	7,957.50	0.00	0%	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
1007	6" HMA Pavement, Driveway	488	97	47,350.64	0.00	0%	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
	5" PCC Pavement, Sidewalk/Trail	428	159	68,116.20	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Change Orders																		
CO	Catwalk Modifications	LS	1	(3,000.00)	0.00	0%	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
CO	Welded Stainless Steel Fresh Mix System	LS	1	(80,000.00)	0.00	0%	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
CO-02	Couplings, Brass Plugs	LS	1	11,900.00	0.00	0%	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
				9,680,658.59	5,980,138.11	62%	453,700.00	0.00	6,433,838.11	66.46%	3,246,820.48	299,006.91	22,685.00	321,691.97					

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: \$431,015.00

for the following invoice(s),

<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Work Thru Date</u>
252422-09	\$431,015.00	06/27/25

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 1st day of July , 2025.



A/R Administrator
CB&I Storage Tank Solutions LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #5 in the amount of \$79,603.14 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Phase 1 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 #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Westlawn Place Area Utility Improvements - Phase 1
Contractor: Civil Design Advantage, LLC
Address: 4121 NW Urbandale Drive Urbandale, Iowa 50322
Finance Budget Code: 25% to Each Finance Project #: 25% to Each
610.3610.4210/650.3650.4210/963.3963.4210/680.3680.4210 610.4210/650.4210/963.4210/680.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: March 17, 2025 Vendor Account #: 2407

Date of Council Meeting: August 18, 2025 Payment Application #: 5
Payment Period: From: July 4, 2025 Through: August 3, 2025

Contract Summary:

Original Contract Amount:	\$	314,241.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	314,241.00	
Total Completed and Stored to Date:	\$	217,648.43	
Retainage: _____ % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	217,648.43	
Less Previous Applications for Payment:	\$	138,045.29	
SUBTOTAL:	\$		79,603.14
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		79,603.14
Balance to Finish, Including Retainage:	\$	96,592.57	

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

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Adam Lust, Public Works Engineering Manager
E-mail: Alust@Ankenylowa.gov Phone Number: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 21, 2025	\$ 6,234.00
2	May 19, 2025	\$ 96,271.77
3	June 16, 2025	\$ 19,509.02
4	July 21, 2025	\$ 16,030.50
5		
6		
7		
8		
9		
10		
11		
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Previous Applications for Payment:

No.	Date	Amount
36		
37		
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PREVIOUS PAY APPS TOTAL = \$ 138,045.29

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
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11		
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: _____

August 07, 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 #5
Westlawn Place Area Utility Improvements – Phase 1
Ankeny, Iowa
CDA 2503.213

Dear Adam:

Enclosed is a copy of Billing Information Report #5 for Westlawn Place Area Utility Improvements – Phase 1.

During this time, Civil Design Advantage has addressed some city preliminary plan comments and coordinated meetings with subconsultants for the Westlawn Place Area Utility Improvements – Phase 1 project.

Please feel free to 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

August 7, 2025
Project No: 2503.213
Invoice No: 49632
Due Date: September 6, 2025

Project 2503.213 C. Ankeny-Westlawn PI Area Utility Imp 1

Professional Services from July 4, 2025 through August 3, 2025

Task 103 Limited Topographic Survey

Professional Personnel

	Hours	Rate	Amount	
Technician 2	2.00	76.00	152.00	
Total Labor				152.00
		Total this Task		\$152.00

Task 203 Stormwater Preliminary and Final Design

Consultants

Sub-consultant				
7/14/2025	RDG Planning & Design	Schematic design/design development	16,781.94	
Total Consultants			16,781.94	16,781.94
		Total this Task		\$16,781.94

Task 208 Right of Way Services

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	20.50	174.00	3,567.00	
Total Labor				3,567.00

Consultants

Sub-consultant				
7/31/2025	JCG Land Services Inc	Right of Way Services	25,706.70	
Total Consultants			25,706.70	25,706.70
		Total this Task		\$29,273.70

Task 209 Private Utility Coordination

Professional Personnel

	Hours	Rate	Amount	
Engineer 4	1.00	136.00	136.00	
Engineer 7	15.50	174.00	2,697.00	
Total Labor				2,833.00
		Total this Task		\$2,833.00

Task 301 Structural Design

Project	2503.213	C. Ankeny-Westlawn PI Area Utility Imp 1	Invoice	49632
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Professional Personnel

		Hours	Rate	Amount	
Principal/Senior Engineer		4.00	215.00	860.00	
Total Labor					860.00
			Total this Task		\$860.00

Task	302	Construction Dwg Prep - Prelim Plans		
			Total this Task	0.00

Task	303	Construction Dwg Prep - Check Plans
------	-----	-------------------------------------

Professional Personnel

		Hours	Rate	Amount	
Principal/Senior Engineer		8.00	215.00	1,720.00	
Engineer 4		106.00	136.00	14,416.00	
Engineer 7		28.00	174.00	4,872.00	
Technician 1		99.00	62.00	6,138.00	
Technician 7		19.00	134.00	2,546.00	
Total Labor					29,692.00
			Total this Task		\$29,692.00

Task	304	Construction Dwg Prep - Final Plans		
			Total this Task	0.00

Task	306	Easement/Acquisition Plat Preparation		
			Total this Task	0.00

Task	501	Meetings		
			Total this Task	0.00

Task	502	Public Outreach		
			Total this Task	0.00

Task	701	Geotechnical Consultation		
			Total this Task	0.00

Task	998	Permits & Fees		
			Total this Task	0.00

Task	999	Reimbursable Expenses
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Unit Billing

7/21/2025	Mileage	15.0 miles @ 0.70	10.50	
	Total Units		10.50	10.50
			Total this Task	\$10.50

Billing Limits	Current	Prior	To-Date
Total Billings	79,603.14	138,045.29	217,648.43
Limit			314,241.00
Remaining			96,592.57

Total this Invoice \$79,603.14

Project	2503.213	C. Ankeny-Westlawn PI Area Utility Imp 1	Invoice	49632
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To pay invoice online, please visit: <https://www.gobillandpay.com/cda>

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

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #32 in the amount of \$18,047.82 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 #32

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: August 18, 2025 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: June 29, 2025 Through: July 26, 2025

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:	\$	837,210.43	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		837,210.43
Less previous applications for payment:	\$		819,162.61
SUBTOTAL			\$ 18,047.82

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,047.82

Balance to finish, including retainage: \$ 153,576.57

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

Digitally signed by Baker, Rob J, OU=Users, DN: E=Rob.Baker@hdrinc.com, CN=Baker, Rob J, OU=Users, OU=Ames 2901 S Loop Drive, OU=Iowa, OU=United States, OU=Offices, DC=Ireland, DC=IE, O=HDR, c=US, 2023.07.31 14:42:54-0500

Signature

Date

City of Ankeny Staff Approval:

Don Clark

Signature

Date

8/4/25

Submit to:

Don Clark, P.E.

E-mail:

DCClark@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
25	January 6, 2025	\$ 22,175.45
26	February 4, 2025	\$ 21,030.85
27	March 7, 2025	\$ 11,003.76
28	April 2, 2025	\$ 17,178.94
29	May 13, 2025	\$ 21,120.88
30	June 9, 2025	\$ 14,403.34
31	July 7, 2025	\$ 18,654.80
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TOTAL \$ 819,162.61

Previous Applications for Payment

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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:	-



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. 1200744023
Invoice Date 01-AUG-2025
Invoice Amount Due \$18,047.82
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 Irwindale Elevated Storage Tank

Professional Services
From: 29-JUN-2025 To: 26-JUL-2025

Professional Services Summarization	Hours	Billing Rate	Amount
Electrical Engineer	1.00		197.48
Project Accountant	0.50		57.31
Project Administrator	3.00		487.11
Project Engineer	15.00		2,072.10
Project Manager	9.50		2,332.82
RPR	50.50		7,109.39
Sr Project Engineer	3.50		852.88
	83.00		\$13,109.09
Total Professional Services			\$13,109.09

Expense Summarization	Quantity	Billing Rate	Amount
Subcontractors-Other			4,730.00
Vehicle Mileage	253		208.73
Total Expenses			\$4,938.73

Fee Amount	\$990,787.00
Fee Invoiced to Date	\$837,210.43
Fee Remaining	\$153,576.57

Amount Due This Invoice (USD) \$18,047.82

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



Monthly Progress Report

Date: Thursday, July 31, 2025

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for July 2025

Activities of the Previous Month

Overall Design – 100% Completed

Construction Administration

- HDR is up to date on all submittal reviews, the most recent being painting and electrical site work. Communicated the paint color codes provided by the City to the Contractor.
- Submittal of CB&I Pay Application 9 and pending a review of Pay application 10.
- Attended progress meeting via video conference and prepared meeting minutes.
- Davis-Bacon weekly payroll reviews; HDR did an internal audit of these reviews, assigned/completed action items.
- Coordinated with Iowa DNR Field Office 5 for an AIS compliance site visit.

Construction Observation

- Continued steel welding work at ground level on tank.
- Sitework subcontractor receiving sewer pipe material delivery and starting sitework.
- HDR's RPR continues part-time (half-day) observation and communicates with the contractor's crews on schedule. HDR's RPR was our site for DNR's AIS compliance site visit and was prepared with the AIS certificates if needed by DNR.

Construction Survey (Nilles)

- Nilles staked some of the site piping. Started coordination with the City Public Works for salt storage Geotech borings staking.

Elevated Tank Inspection and Testing (Dixon)

- Dixon continues welding reports and will review the painting shop drawing submittal.

Construction Materials Testing and Special Inspections (Terracon)

- No work by Terracon this month.

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

hdrinc.com

300 E Locust Street, Suite 210, Des Moines, IA 50309-1823
(515) 280-4940



- 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:

- There is still risk that painting will delay the November 2025 completion date and is weather dependent. The contractor has reported that the last work items, such as landscaping, will not be completed until next spring. HDR's fee budget is based on the construction period ending in November 2024. HDR will continue to use its fee as efficiently as possible.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$143,753.05 to Iowa Contracting, Inc., for construction services on the 2025 PCC Street Patching 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. Iowa Contracting - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 PCC Street Patching Program
Contractor: Iowa Contracting, Inc.
Address: 13435 Summerset Road, Indianola IA, 50125
Finance Budget Code: 963.3963.4451 Finance Project #: 963.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: April 21, 2025 Vendor Account #: 12435

Date of Council Meeting: August 18, 2025 Payment Application #: 2

Payment Period: From: July 6, 2025 Through: August 2, 2025

Contract Summary:

Original Contract Amount: \$ 585,142.10
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 + 2) \$ 585,142.10

Total Completed and Stored to Date: \$ 413,865.50
Retainage: 5 % of Completed Work: \$ 20,693.28
Total Earned Less Retainage: \$ 393,172.22
Less Previous Applications for Payment: \$ 249,419.17
SUBTOTAL: \$ 143,753.05

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 143,753.05

Balance to Finish, Including Retainage: \$ 191,969.88

Contract Time Remaining (Substantial): 18.5 Working Days

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

Construction Contractor Approval: Iowa Contracting, Inc.

Firm Name

Signature

Date

8/4/2025

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Adam Lust

08/05/25

Submit to: Matt Grgurich, P.E.
E-mail: MGrgrich@Ankenylowa.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
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake, SW-501, 3'-0" x 2'-0", Cast-In-Place	EA	1.00		1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		1.00	\$ 3,500.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, SELF-LEVEL	EA	4.00		4.00	\$ 2,750.00	\$ 11,000.00	4.00	\$ 11,000.00		4.00	\$ 11,000.00	0.00	100.00%
6.03	Intake Adjustment, Minor, Single Grate	EA	6.00		6.00	\$ 750.00	\$ 4,500.00	1.00	\$ 750.00	4.00	5.00	\$ 3,750.00	1.00	83.33%
6.04	Intake Adjustment, Minor, Double Grate	EA	1.00		1.00	\$ 850.00	\$ 850.00		\$ -		0.00	\$ -	1.00	0.00%
6.05	Remove Intake	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	695.00		695.00	\$ 63.00	\$ 43,785.00	721.00	\$ 45,423.00		721.00	\$ 45,423.00	(26.00)	103.74%
7.02	Curb and Gutter, PCC, Class C-SUD, 1.5" Wide, 8" Thick	LF	45.00		45.00	\$ 35.00	\$ 1,575.00		\$ -	45.00	45.00	\$ 1,575.00	0.00	100.00%
7.03	Removal of Sidewalk	SY	187.00		187.00	\$ 8.00	\$ 1,496.00	192.00	\$ 1,536.00		192.00	\$ 1,536.00	(5.00)	102.67%
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	14.00		14.00	\$ 80.00	\$ 840.00	19.00	\$ 1,400.00		19.00	\$ 1,400.00	(5.00)	135.71%
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	133.00		133.00	\$ 64.50	\$ 8,578.50	8.00	\$ 516.00	125.00	133.00	\$ 8,578.50	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	36.00		36.00	\$ 79.50	\$ 2,862.00		\$ -	36.00	36.00	\$ 2,862.00	0.00	100.00%
7.07	Detectable Warnings, Galvanized Steel	SF	32.00		32.00	\$ 47.00	\$ 1,504.00		\$ -	32.00	32.00	\$ 1,504.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	1,668.00		1,668.00	\$ 95.00	\$ 158,460.00	415.00	\$ 39,425.00	1,391.00	1,806.00	\$ 171,570.00	(133.00)	108.27%
7.09	Full Depth Patches, PCC, Class C-SUD, 8" Thick, No CD Joints	SY	947.00		947.00	\$ 88.00	\$ 83,336.00	115.00	\$ 10,120.00	846.00	961.00	\$ 84,568.00	(14.00)	101.49%
7.10	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	993.00		993.00	\$ 105.00	\$ 104,265.00		\$ -		993.00	\$ -	993.00	0.00%
7.11	Subbase Over-excavation, 8" Depth	SY	900.00		900.00	\$ 26.00	\$ 23,400.00	95.00	\$ 2,470.00		95.00	\$ 2,470.00	805.00	10.56%
7.12	Pavement Removal, PCC	SY	695.00		695.00	\$ 9.00	\$ 6,255.00	721.00	\$ 6,489.00		721.00	\$ 6,489.00	(26.00)	103.74%
7.13	Curb and Gutter Removal, 1.5" Wide	LF	45.00		45.00	\$ 13.00	\$ 585.00		\$ -	45.00	45.00	\$ 585.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Durable	STA	28.80		28.80	\$ 527.00	\$ 15,177.60		\$ -		0.00	\$ -	28.80	0.00%
8.02	Grooves Cut for Pavement Markings	STA	39.60		39.60	\$ 405.00	\$ 16,038.00		\$ -		0.00	\$ -	39.60	0.00%
8.03	Temporary Traffic Control	LS	1.00		1.00	\$ 60,000.00	\$ 60,000.00	0.30	\$ 18,000.00	0.40	0.70	\$ 42,000.00	0.30	70.00%
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	65.00		65.00	\$ 155.00	\$ 10,075.00	15.00	\$ 2,325.00	33.00	48.00	\$ 7,440.00	17.00	73.85%
SITE WORK AND LANDSCAPING														
9.01	Erosion Control Mulching with Temporary Seeding	AC	0.10		0.10	\$ 16,000.00	\$ 1,600.00		\$ -		0.00	\$ -	0.10	0.00%
9.02	Inlet Protection Device, Drop-In	EA	8.00		8.00	\$ 250.00	\$ 2,000.00		\$ -		0.00	\$ -	8.00	0.00%
9.03	Inlet Protection Device, Maintenance	EA	16.00		16.00	\$ 60.00	\$ 960.00		\$ -		0.00	\$ -	16.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 15,500.00	\$ 15,500.00	0.25	\$ 3,875.00	0.50	0.75	\$ 11,625.00	0.25	75.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	0.70	\$ 1,050.00	0.30	1.00	\$ 1,500.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	0.50	\$ 750.00	0.30	0.90	\$ 1,200.00	0.20	80.00%
11.04	Concrete Washout	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	0.30	\$ 450.00	0.40	0.70	\$ 1,050.00	0.30	70.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 585,142.10 PAY PERIOD = \$ 151,319.00

COMPLETED = \$ 413,865.50

70.73%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 21, 2025	\$ 249,419.17
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Previous Applications for Payment:

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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	June 9, 2025

Substantial Completion:

Contract Working Days:	95.0
Added by Change Order:	
Total Working Days:	95.0
Working Days Used to Date:	76.5
Working Days Remaining:	18.5

PREVIOUS PAY APPS TOTAL = \$ 249,419.17



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #1 in the amount of \$1,662.50 to Land Management Services, for construction services on the 2025-2026 Native Vegetation Maintenance 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. Land Management - Pymt #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 - 2026 Native Vegetation Maintenance
Contractor: Land Management Services
Address: 1312 NE 51st Street
Finance Budget Code: 580.3580.4227 Finance Project #: 580.4227
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: April 21, 2025 Vendor Account #: 010491

Date of Council Meeting: August 18, 2025 Payment Application #: 1
Payment Period: From: July 1, 2025 Through: July 29, 2025

Contract Summary:

Original Contract Amount:	\$	52,515.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	52,515.00	
Total Completed and Stored to Date:	\$	1,750.00	
Retainage: 5 % of Completed Work:	\$	87.50	
Total Earned Less Retainage:	\$	1,662.50	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 1,662.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 1,662.50

Balance to Finish, Including Retainage: \$ 50,852.50

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: Land Management Services

Signature: [Signature] Firm Name

8/8/25

Date

Engineer / Consultant Approval: HMG Land Mangement

Signature: [Signature] Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature: [Signature]

8/8/25
Date

Submit to: Carla Moore, Stormwater Engineering Technician II
E-mail: cmoore@Ankenylowa.gov Phone Number: (515) 963-3543

Page 140 of 564

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ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #17 in the amount of \$19,591.80 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 #17

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: August 18, 2025 Payment Application #: 17
Payment Period: From: June 29, 2025 Through: July 26, 2025

Contract Summary:

Original Contract Amount:	\$	235,900.00	
Net Change by Change Orders:	\$	236,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		471,900.00
Total Completed and Stored to Date:	\$	335,021.58	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$		335,021.58
Less Previous Applications for Payment:	\$		315,429.78
SUBTOTAL:	\$		19,591.80

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 19,591.80

Balance to Finish, Including Retainage: \$ 136,878.42

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

July 31, 2025

City of Ankeny Staff Approval:

Signature

Date

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
10	January 21, 2025	\$ 4,781.50
11	March 3, 2025	\$ 24,419.25
12	March 17, 2025	\$ 2,701.25
13	May 19, 2025	\$ 13,370.41
14	May 19, 2025	\$ 18,037.75
15	July 7, 2025	\$ 24,377.30
16	July 21, 2025	\$ 23,248.25
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 315,429.78

Record of Change Orders:

No.	Date	Amount
1	February 17, 2025	\$ 236,000.00
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CHANGE ORDER TOTAL = \$ 236,000.00

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

PROGRESS REPORT #17

SW Des Moines Street Utility Improvements

Date: July 31, 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: June 29, 2025 – July 26, 2025

1. SUMMARY OF WORK DONE LAST PERIOD

- The Contractor began on Stage 2 of the project
- Construction observation
- Construction administration
- Construction staking

2. FORECAST OF ACTIVITIES PLANNED FOR NEXT PERIOD

- The Contractor will continue with Stage 2 utility installation
- Construction administration
- Construction observation
- Construction staking

3. SCOPE CHANGES / VALUE ADDED

- None

4. STATUS OF RECENT PREVIOUS INVOICES

INVOICE #	DATE SENT	INVOICE TOTAL	STATUS
158316	April 7, 2025	\$13,370.41	Paid
159086	May 9, 2025	\$18,037.75	Paid
159786	June 12, 2025	\$24,377.30	Paid
160656	July 7, 2025	\$23,248.25	Paid
161315	July 31, 2025	\$19,591.80	Submitted

5. INPUT NEEDED / ACTION ITEMS

- 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



1360 NW 121st Street
Clive, IA 50325

Becky Ford
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

July 29, 2025
Project No: 2024000157-000
Invoice No: 161315
Due Date: August 28, 2025

Project 2024000157-000 Ankeny SW Des Moines Street Utility Improvements

Professional Services from June 29, 2025 to July 26, 2025

Phase 600 Construction Administration
Task 601 Construction Administration

	Hours	Rate	Amount	
Project Manager I	1.00	185.00	185.00	
Engineer I	9.75	125.00	1,218.75	
Engineer III	16.50	185.00	3,052.50	
Totals	27.25		4,456.25	
Total Labor				4,456.25
Total this Task				\$4,456.25
Total this Phase				\$4,456.25

Phase 650 Onsite Project Representative
Task 651 Resident Project Representative

	Hours	Rate	Amount	
Engineer I	22.50	125.00	2,812.50	
On-Site Representative I	79.00	115.00	9,085.00	
Intern	13.50	75.00	1,012.50	
Totals	115.00		12,910.00	
Total Labor				12,910.00

Mileage (.70/.50 p/mile)

				63.00
Total this Task				\$12,973.00
Total this Phase				\$12,973.00

Phase 700 Survey Services
Task 760 Construction Staking

	Hours	Rate	Amount
Crew Chief	10.00	150.00	1,500.00

Project	2024000157-000	Ankeny SW Des Moines St Utility Improve.	Invoice	161315
Intern		8.00	75.00	600.00
Totals		18.00		2,100.00
Total Labor				2,100.00
Mileage (.90 p/mile)				
				28.80
			Total this Task	\$2,128.80
			Total this Phase	\$2,128.80

Phase	850	Project Management and Coordination		

Task	851	Project Management and Coordination		
		Hours	Rate	Amount
Project Coordinator		.25	135.00	33.75
Totals		.25		33.75
Total Labor				33.75
			Total this Task	\$33.75
			Total this Phase	\$33.75
		Current	Prior	To-Date
Total Billings		19,591.80	315,429.78	335,021.58
Contract Limit (not-to-exceed)				471,900.00
Contract Limit Remaining				136,878.42
			Total Due this Invoice	\$19,591.80



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$229,413.60 to OMG Midwest Inc., DBA Des Moines Asphalt & Paving, for construction services on the 2025 Asphalt Street Resurfacing Program 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. OMG Midwest - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 Asphalt Street Resurfacing Program
Contractor: OMG Midwest, Inc., DBA Des Moines Asphalt & Paving
Address: 2401 SE Tones Drive, Suite 13, Ankeny, IA 50021
Finance Budget Code: 950.3950.4451 Finance Project #: 950.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: May 5, 2025 Vendor Account #: 563

Date of Council Meeting: August 18, 2025 Payment Application #: 2
Payment Period: From: July 6, 2025 Through: August 2, 2025

Contract Summary:

Original Contract Amount:	\$	762,595.25	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	762,595.25	
Total Completed and Stored to Date:	\$	725,554.75	
Retainage: 5 % of Completed Work:	\$	36,277.74	
Total Earned Less Retainage:	\$	689,277.01	
Less Previous Applications for Payment:	\$	459,863.41	
SUBTOTAL:	\$		229,413.60

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 229,413.60

Balance to Finish, Including Retainage: \$ 73,318.24

Contract Time Remaining (Substantial): - Calendar Date

Contract Time Remaining (Full): - Calendar Date

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

Construction Contractor Approval: OMG Midwest, Inc., DBA Des Moines Asphalt & Paving

Firm Name

Brian Beaird

Signature

8/7/25

Date

Engineer / Consultant Approval:

City of Ankeny

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter

Signature

8/7/2025

Date

Submit to:

Jim Haberichter, P.E., Civil Engineer II

E-mail:

JHaberichter@AnkenyIowa.gov

Phone Number:

515-963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK Excavation, Class 13, For Widening	CY	245.00		245.00	\$ 21.85	\$ 5,353.25		\$ -	245.00	245.00	\$ 5,353.25	0.00	100.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS Manhole Adjustment, Storm, Minor, SELFLEVEL® Casting	EA	2.00		2.00	\$ 2,500.00	\$ 5,000.00		\$ -		0.00	\$ -	2.00	0.00%
6.02	Intake Adjustment, Minor, SW-511	EA	2.00		2.00	\$ 2,250.00	\$ 4,500.00		\$ -		0.00	\$ -	2.00	0.00%
	STREETS AND RELATED WORK													
7.01	Asphalt Base Widening, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	359.00		359.00	\$ 93.25	\$ 33,476.75		\$ -	425.00	425.00	\$ 39,631.25	(66.00)	118.36%
7.02	Asphalt Pavement Samples and Testing	LS	1.00		1.00	\$ 2,461.00	\$ 2,461.00	0.50	\$ 1,230.50	0.50	1.00	\$ 2,461.00	0.00	100.00%
7.03	Granular Shoulder, Type B	TON	734.00		734.00	\$ 54.00	\$ 39,636.00	357.00	\$ 19,278.00	271.00	628.00	\$ 33,912.00	106.00	85.56%
7.04	Asphalt Overlay, 1" Leveling Course, 3/8" Mix, PG58-28S	TON	513.00		513.00	\$ 86.75	\$ 44,502.75		\$ -	551.00	551.00	\$ 47,799.25	(38.00)	107.41%
7.05	Asphalt Interlayer, 1" Base Course, 3/8" Mix, PG58-34E	TON	575.00		575.00	\$ 115.50	\$ 66,412.50		\$ -	592.00	592.00	\$ 68,376.00	(17.00)	102.96%
7.06	Asphalt Overlay, 1.5" Intermediate Course, 1/2" Mix, PG58-28S	TON	770.00		770.00	\$ 84.75	\$ 65,257.50		\$ -	816.00	816.00	\$ 69,156.00	(46.00)	105.97%
7.07	Asphalt Overlay, 1.5" Surface Course, 1/2" Mix, PG58-28S	TON	822.00		822.00	\$ 84.75	\$ 69,664.50		\$ -	916.00	916.00	\$ 77,631.00	(94.00)	111.44%
7.08	Asphalt Overlay, Fiber Reinforced, 1.5" Intermediate Course, 1/2" Mix, PG58-28S	TON	862.00		862.00	\$ 94.50	\$ 81,459.00	892.00	\$ 84,294.00		892.00	\$ 84,294.00	(30.00)	103.48%
7.09	Asphalt Overlay, Fiber Reinforced, 1.5" Surface Course, 1/2" Mix, PG58-28S	TON	951.00		951.00	\$ 94.50	\$ 89,869.50	1,009.00	\$ 95,350.50		1,009.00	\$ 95,350.50	(58.00)	106.10%
7.10	Removal of Sidewalk	SY	244.00		244.00	\$ 12.50	\$ 3,050.00	93.00	\$ 1,162.50		93.00	\$ 1,162.50	151.00	38.11%
7.11	Sidewalk, PCC, Class C, 5" Thick	SY	148.00		148.00	\$ 67.50	\$ 9,990.00		\$ -		0.00	\$ -	148.00	0.00%
7.12	Sidewalk, PCC, Class C, 6" Thick	SY	117.00		117.00	\$ 75.00	\$ 8,775.00		\$ -		0.00	\$ -	117.00	0.00%
7.13	Detachable Warnings, Galvanized Steel	SF	144.00		144.00	\$ 55.00	\$ 7,920.00		\$ -		0.00	\$ -	144.00	0.00%
7.14	Full Depth Patches, PCC, Class C-SUB, 7" Thick	SY	84.00		84.00	\$ 125.00	\$ 10,500.00	49.00	\$ 6,125.00		49.00	\$ 6,125.00	35.00	58.33%
7.15	Full Depth Patches, HMA	SY	1,200.00		1,200.00	\$ 83.50	\$ 100,200.00		\$ -	983.00	983.00	\$ 82,080.50	217.00	81.92%
7.16	Asphalt for Crack Filling	TON	20.00		20.00	\$ 251.00	\$ 5,020.00		\$ -		0.00	\$ -	20.00	0.00%
7.17	Milling	SY	4,750.00		4,750.00	\$ 4.55	\$ 21,612.50		\$ -	4,750.00	4,750.00	\$ 21,612.50	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Painted Pavement Markings, Solvent/Waterborne	STA	77.00		77.00	\$ 60.00	\$ 4,620.00	133.10	\$ 7,986.00		133.10	\$ 7,986.00	(56.10)	172.86%
8.02	Painted Pavement Markings, Durable	STA	111.00		111.00	\$ 100.00	\$ 11,100.00	114.10	\$ 11,410.00		114.10	\$ 11,410.00	(3.10)	102.79%
8.03	Grooves Cut for Pavement Markings	STA	111.00		111.00	\$ 40.00	\$ 4,440.00	114.10	\$ 4,564.00		114.10	\$ 4,564.00	(3.10)	102.79%
8.04	Temporary Traffic Control	LS	1.00		1.00	\$ 24,050.00	\$ 24,050.00	0.25	\$ 6,012.50	0.75	1.00	\$ 24,050.00	0.00	100.00%
8.05	Portable Dynamic Message Sign (PDMS)	CDAY	20.00		20.00	\$ 150.00	\$ 3,000.00	18.00	\$ 2,700.00		38.00	\$ 5,700.00	(18.00)	190.00%
	SITE WORK AND LANDSCAPING													
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.20		0.20	\$ 12,250.00	\$ 2,450.00		\$ -		0.00	\$ -	0.20	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$ 35,525.00	\$ 35,525.00		\$ -	1.00	1.00	\$ 35,525.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 2,750.00	\$ 2,750.00	0.50	\$ 1,375.00		0.50	\$ 1,375.00	0.50	50.00%
	CHANGE ORDER ITEMS													
12.01						0.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02						0.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03						0.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04						0.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05						0.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 762,995.25 PAY PERIOD = \$ 241,488.00

COMPLETED = \$ 725,554.75

95.14%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 21, 2025	\$ 459,863.41
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 459,863.41

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Calendar Date
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$86,571.03 to On Track Construction, LLC, Inc., for construction services on the SW Walnut Street and SW Ordinance Road Water Main 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. On Track - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Walnut Street and SW Ordinance Road Water Main
Contractor: On Track Construction, LLC
Address: 1435 West F Ave, Nevada, IA 50201
Finance Budget Code: 635.3635.4450 Finance Project #: 635.4450
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 17, 2025 Vendor Account #: 9363

Date of Council Meeting: August 18, 2025 Payment Application #: 4

Payment Period: From: June 29, 2025 Through: August 1, 2025

Contract Summary:

Original Contract Amount:	\$	1,144,144.00	
Net Change by Change Orders:	\$	2,035.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,146,179.00	
Total Completed and Stored to Date:	\$	569,794.60	
Retainage: <u>5</u> % of Completed Work:	\$	28,489.73	
Total Earned Less Retainage:	\$	541,304.87	
Less Previous Applications for Payment:	\$	454,733.84	
SUBTOTAL:	\$	86,571.03	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 86,571.03

Balance to Finish, Including Retainage: \$ 604,874.13

Contract Time Remaining (Substantial): 59.5 Working Days

Contract Time Remaining (Full): 10.0 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: On Track Construction, LLC

Signature: [Signature] Firm Name: _____ Date: 8/8/2025

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: _____ Date: 08/08/2025

City of Ankeny Staff Approval:

Signature: [Signature] Date: 8/11/25

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov Phone Number: (515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 7, 2025	\$ 20,125.75
2	June 16, 2025	\$ 215,231.05
3	July 21, 2025	\$ 219,377.04
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 454,733.84

Record of Change Orders:

No.	Date	Amount
1	April 7, 2025	\$ 2,035.00
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CHANGE ORDER TOTAL = \$ 2,035.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days: 130.0
Added by Change Order:
Total Working Days: 130.0
Working Days Used to Date: 47.0
Working Days Remaining: 83.0

Full Completion:

Contract Working Days: 10.0
Added by Change Order:
Total Working Days: 10.0
Working Days Used to Date:
Working Days Remaining: 10.0

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 VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 19,150.00	\$ 19,150.00	0.00	\$ -	1.00	\$ 19,150.00	0.00	100.00%
2.02	Topsoil, On-site	CY	267.00		267.00	\$ 40.00	\$ 10,680.00	0.00	\$ -		\$ -	267.00	0.00%
2.03	Excavation, Class 10	CY	114.00		114.00	\$ 2,280.00	\$ 2,280.00	0.00	\$ -		\$ -	114.00	0.00%
2.04	Excavation, Class 10, Borrow	CY	52.00		52.00	\$ 45.00	\$ 2,340.00	0.00	\$ -		\$ -	52.00	0.00%
2.05	Subgrade Preparation, 6-in.	SY	1,416.00		1,416.00	\$ 6.00	\$ 8,496.00	0.00	\$ -		\$ -	1,416.00	0.00%
2.06	Subgrade Treatment, Geogrid	SY	141.00		141.00	\$ 12.00	\$ 1,692.00	0.00	\$ -		\$ -	141.00	0.00%
2.07	Compaction Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -		\$ -	1.00	0.00%
TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	0.30	\$ 1,050.00		\$ 1,050.00	0.70	30.00%
SEWERS AND DRAINS													
4.01	Storm Sewer, Trenched, Gasketed-RCP, 15-in.	LF	16.00		16.00	\$ 175.00	\$ 2,800.00	0.00	\$ -		\$ -	16.00	0.00%
4.02	Storm Sewer, Trenched, RCP, 15-in.	LF	92.00		92.00	\$ 120.00	\$ 11,040.00	8.00	\$ 960.00		\$ 960.00	84.00	8.70%
4.03	Storm Sewer, Trenched, PVC, 12-in.	LF	16.00		16.00	\$ 140.00	\$ 2,240.00	48.00	\$ 6,720.00		\$ 6,720.00	(32.00)	300.00%
4.04	Storm Sewer, Trenchless, PVC, 15-in.	LF	50.00		50.00	\$ 390.00	\$ 19,500.00	0.00	\$ -		\$ -	50.00	0.00%
4.05	Removal of Storm Sewer	LF	48.00		48.00	\$ 35.00	\$ 1,680.00	56.00	\$ 1,960.00		\$ 1,960.00	(8.00)	116.87%
4.06	Pipes Culvert, Trenched, RCP, 12-in.	LF	22.00		22.00	\$ 110.00	\$ 2,420.00	0.00	\$ -		\$ -	22.00	0.00%
WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, C900 DR-18 PVC, 8-in.	LF	425.00		425.00	\$ 90.00	\$ 38,250.00	0.00	\$ -	399.80	\$ 35,982.00	25.20	94.07%
5.02	Water Main, Trenchless, C900 DR-18 PVC, 8-in.	LF	3,116.00		3,116.00	\$ 104.00	\$ 324,064.00	0.00	\$ -	2,993.80	\$ 311,355.20	122.20	96.08%
5.03	Fitting, Tee, 8-in. x 8-in.	EA	2.00		2.00	\$ 2,250.00	\$ 4,500.00	0.00	\$ -	2.00	\$ 4,500.00	0.00	100.00%
5.04	Fitting, Bend, 11.25 Degree, 8-in.	EA	1.00		1.00	\$ 2,250.00	\$ 2,250.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
5.05	Fitting, Bend, 22.50 Degree, 8-in.	EA	1.00		1.00	\$ 2,250.00	\$ 2,250.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
5.06	Fitting, Bend, 45 Degree, 8-in.	EA	2.00		2.00	\$ 2,250.00	\$ 4,500.00	0.00	\$ -	2.00	\$ 4,500.00	0.00	100.00%
5.07	Fitting, Reducer, 8-in. x 6-in.	EA	1.00		1.00	\$ 1,950.00	\$ 1,950.00	0.00	\$ -	1.00	\$ 1,950.00	0.00	100.00%
5.08	Water Service Stub, Same Side of Street, PEX, 1-in.	EA	21.00		21.00	\$ 2,550.00	\$ 53,550.00	3.00	\$ 7,650.00	2.00	\$ 12,750.00	16.00	23.81%
5.09	Water Service Stub, Opposite Side of Street, PEX, 1-in.	EA	21.00		21.00	\$ 4,400.00	\$ 92,400.00	5.00	\$ 22,000.00	0.00	\$ 22,000.00	16.00	23.81%
5.10	Water Main Abandonment, Cap, 6-in.	EA	7.00		7.00	\$ 1,300.00	\$ 9,100.00	0.00	\$ -	3.00	\$ 3,900.00	4.00	42.86%
5.11	Water Main Removal, 6-in.	LF	223.00		223.00	\$ 30.00	\$ 6,690.00	0.00	\$ -	0.00	\$ -	223.00	0.00%
5.12	Water Main Removal, 8-in.	LF	36.00		36.00	\$ 30.00	\$ 1,080.00	0.00	\$ -	0.00	\$ -	36.00	0.00%
5.13	Valve, Gate, RW, 6-in.	EA	1.00		1.00	\$ 2,400.00	\$ 2,400.00	0.00	\$ -	1.00	\$ 2,400.00	0.00	100.00%
5.14	Valve, Gate, RW, 8-in.	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00	1.00	\$ 3,000.00	2.00	\$ 9,000.00	1.00	75.00%
5.15	Fire Hydrant Assembly	EA	7.00		7.00	\$ 8,000.00	\$ 56,000.00	4.00	\$ 32,000.00	3.00	\$ 56,000.00	0.00	100.00%
5.16	Fire Hydrant Assembly Removal	EA	6.00		6.00	\$ 2,850.00	\$ 15,900.00	0.00	\$ -	0.00	\$ -	6.00	0.00%
5.17	Valve Box Removal	EA	4.00		4.00	\$ 800.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 800.00	3.00	25.00%
5.18	Fire Hydrant Assembly Remove and Reinstall	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ 5,000.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, SW 401, 48-in.	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ 5,000.00	0.00	100.00%
6.02	Intake, SW 511	EA	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -		\$ -	1.00	0.00%
6.03	Connection to Existing Intake	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -		\$ -	1.00	0.00%
STREETS AND RELATED WORK													
7.01	Pavement, PCC, 7-in., C-SUD	SY	1,330.00		1,330.00	\$ 93.50	\$ 124,355.00	0.00	\$ -		\$ -	1,330.00	0.00%
7.02	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -		\$ -	1.00	0.00%
7.03	Removal of Granular Surfacing	SY	85.00		85.00	\$ 22.00	\$ 1,870.00	82.10	\$ 1,806.20		\$ 1,806.20	2.90	96.59%
7.04	Removal of Sidewalk	SY	684.00		684.00	\$ 10.50	\$ 7,182.00	262.60	\$ 2,757.30		\$ 2,757.30	421.40	38.39%
7.05	Removal of Shared Use Path	SY	11.00		11.00	\$ 11.00	\$ 121.00	0.00	\$ -		\$ -	11.00	0.00%
7.06	Removal of Driveway	SY	218.00		218.00	\$ 12.00	\$ 2,616.00	50.00	\$ 600.00		\$ 600.00	168.00	22.94%
7.07	Shared Use Path, PCC, 6-in.	SY	20.00		20.00	\$ 80.00	\$ 1,600.00	0.00	\$ -		\$ -	20.00	0.00%
7.08	Sidewalk, PCC, 5-in.	SY	793.00		793.00	\$ 67.00	\$ 53,131.00	0.00	\$ -		\$ -	793.00	0.00%
7.09	Sidewalk, PCC, 6-in.	SY	70.00		70.00	\$ 81.00	\$ 5,670.00	0.00	\$ -		\$ -	70.00	0.00%
7.10	Detectable Warnings, Galvanized Steel	SF	84.00		84.00	\$ 55.00	\$ 4,620.00	0.00	\$ -		\$ -	84.00	0.00%
7.11	Driveway, PCC, 6-in.	SY	265.00		265.00	\$ 78.00	\$ 20,670.00	0.00	\$ -		\$ -	265.00	0.00%
7.12	Granular Surfacing, Class A Crushed Stone, 12-in.	SY	10.00		10.00	\$ 27.00	\$ 270.00	0.00	\$ -		\$ -	10.00	0.00%
7.13	Full Depth Patches, PCC, 7-in., C-SUD	SY	95.00		95.00	\$ 110.00	\$ 10,450.00	0.00	\$ -		\$ -	95.00	0.00%
7.14	Full Depth Patches, HMA	SY	37.00		37.00	\$ 130.00	\$ 4,810.00	0.00	\$ -		\$ -	37.00	0.00%
7.15	Pavement Removal	SY	1,035.00		1,035.00	\$ 17.00	\$ 17,595.00	36.70	\$ 623.90		\$ 623.90	998.30	3.55%
TRAFFIC CONTROL													
8.01	Pavement Markings, Waterborne, White	STA	8.50		8.50	\$ 860.00	\$ 7,310.00	0.00	\$ -	0.00	\$ -	8.50	0.00%
8.02	Painted Symbols and Legends, Waterborne	EA	2.00		2.00	\$ 125.00	\$ 250.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.03	Temporary Traffic Control	LS	1.00		1.00	\$ 11,950.00	\$ 11,950.00	0.00	\$ -	0.50	\$ 5,975.00	0.50	50.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.04	Traffic Signs	EA	3.00		3.00	\$	150.00	\$	450.00	0.00	\$	-	0.00	0.00	0.00	0.00%
8.05	U-Shaped Rail Steel Posts	EA	3.00		3.00	\$	200.00	\$	600.00	0.00	\$	-	0.00	0.00	0.00	0.00%
8.06	Remove and Reinstall Traffic Signs	EA	5.00		5.00	\$	200.00	\$	1,000.00	0.00	\$	-	0.00	0.00	0.00	0.00%
SITE WORK AND LANDSCAPING																
9.01	Conventional Seeding and Fertilizing, Type 4, 100% Annual Rye	AC	0.40		0.40	\$	505.00	\$	202.00	0.00	\$	-	0.00	0.00	0.00	0.00%
9.02	Conventional Seeding and Fertilizing, Type 1	AC	0.40		0.40	\$	3,000.00	\$	1,200.00	0.00	\$	-	0.00	0.00	0.00	0.00%
9.03	Hydraulic Mulching, Temporary, BFM	AC	0.80		0.80	\$	4,600.00	\$	3,680.00	0.00	\$	-	0.00	0.00	0.00	0.00%
9.04	Wattle, Installation	LF	1,500.00		1,500.00	\$	2.00	\$	3,000.00	0.00	\$	-	10.00	10.00	1,490.00	0.67%
9.05	Wattle, Removal	LF	1,500.00		1,500.00	\$	0.30	\$	450.00	0.00	\$	-	0.00	0.00	1,500.00	0.00%
9.06	Inlet Protection Device, Drop-In, Installation & Removal	EA	5.00		5.00	\$	200.00	\$	1,000.00	0.00	\$	-	0.00	0.00	5.00	0.00%
9.07	Inlet Protection Device, Surface-Applied, Installation and Removal	EA	2.00		2.00	\$	115.00	\$	230.00	0.00	\$	-	0.00	0.00	2.00	0.00%
9.08	Intake Protection Device, Maintenance	EA	7.00		7.00	\$	25.00	\$	175.00	0.00	\$	-	0.00	0.00	7.00	0.00%
9.09	Remove & Replace Landscaping Rock	SY	91.00		91.00	\$	135.00	\$	12,285.00	0.00	\$	-	0.00	0.00	91.00	0.00%
MISCELLANEOUS																
11.01	Mobilization	LS	1.00		1.00	\$	102,000.00	\$	102,000.00	0.00	\$	-	0.50	0.50	0.50	50.00%
11.02	Concrete Washout, Roll-Off Container	LS	1.00		1.00	\$	1,000.00	\$	1,000.00	0.00	\$	-	0.00	0.00	1.00	0.00%
CHANGE ORDER ITEMS																
12.01	Additional Tree Removal	EA	1.00		1.00	\$	2,035.00	\$	2,035.00	0.00	\$	-	1.00	1.00	0.00	100.00%
12.02																
12.03																
12.04																
12.05																

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = \$1,146,179.00 PAY PERIOD = \$ 91,127.40 COMPLETED = \$ 589,794.60 49.71%



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #13 in the amount of \$141,774.91 to Rognes Corporation, for construction services on the SE 3rd Street Improvements - Phase 2 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. Rognes - Pymt #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Utility Improvements - Phase 2
Contractor: Rognes Corporation
Address: 1609 North Ankeny Blvd, Suite 210, Ankeny, IA 50023
Finance Budget Code: 48% 658.3658.4452
52% 695.3695.4453 Finance Project #: 48% 658.4452
52% 695.4453
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: February 19, 2024 Vendor Account #: 1768

Date of Council Meeting: August 18, 2025 Payment Application #: 13

Payment Period: From: July 1, 2025 Through: July 31, 2025

Contract Summary:

Original Contract Amount:	\$	2,244,000.00	
Net Change by Change Orders:	\$	4,006.50	
Contract Amount to Date: (line 1 ± 2)	\$	2,248,006.50	
Total Completed and Stored to Date:	\$	1,535,909.22	
Retainage: 5 % of Completed Work:	\$	76,795.46	
Total Earned Less Retainage:	\$	1,459,113.76	
Less Previous Applications for Payment:	\$	1,317,338.85	
SUBTOTAL:	\$	141,774.91	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 141,774.91

Balance to Finish, Including Retainage: \$ 788,892.74

Contract Time Remaining (Substantial): 13.0 Working Days

Contract Time Remaining (Final): 9.0 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

Firm Name

Signature

07-31-25

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

Date Printed: 7/31/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY 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
DIVISION 2 - EARTHWORK														
2.01	CLEARING AND GRUBBING	UNIT	594.5		594.5	\$ 133.00	\$ 79,068.50		\$ -	520	520	\$ 69,160.00	74.5	87.41%
2.02	REMOVAL AND SALVAGE OF LANDSCAPING	LS	1		1	\$ 7,560.00	\$ 7,560.00		\$ -	0.25	0.25	\$ 1,890.00	0.75	25.00%
2.03	TOPSOIL, OFF-SITE	CY	325		325	\$ 27.00	\$ 8,775.00		\$ -	130	130	\$ 3,510.00	195	40.00%
2.04	EXCAVATION, CLASS 10	CY	1,610		1,610	\$ 27.00	\$ 43,470.00		\$ -	530	530	\$ 14,310.00	1,080	32.92%
2.05	SUBGRADE PREPARATION	SY	6,045		6,045	\$ 2.80	\$ 16,926.00		\$ -	2,000	2,000	\$ 5,600.00	4,045	33.09%
2.06	SUBGRADE TREATMENT, GEORGRID, TRIANGULAR	SY	1,995		1,995	\$ 4.90	\$ 9,775.50		\$ -	0	0	\$ -	1,995	0.00%
2.07	SUBBASE, MODIFIED	SY	6,045		6,045	\$ 10.00	\$ 60,450.00		\$ -	2,000	2,000	\$ 20,000.00	4,045	33.09%
2.08	COMPACTION TESTING	LS	1		1	\$ 8,760.00	\$ 8,760.00		\$ -	0.33	0.33	\$ 2,890.80	0.67	33.00%
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION														
3.01	TRENCH COMPACTION TESTING	LS	1		1	\$ 8,760.00	\$ 8,760.00		\$ -	0.50	0.50	\$ 4,380.00	0.50	50.00%
DIVISION 4 - SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 8 IN. DIA.	LF	123		123	\$ 122.00	\$ 15,006.00		\$ -	123	123	\$ 15,006.00	0	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	1,228		1,228	\$ 195.00	\$ 239,460.00		\$ -	1,013	1,013	\$ 197,535.00	215	82.49%
4.03	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	594		594	\$ 110.00	\$ 65,340.00		\$ -	564	564	\$ 62,040.00	30	94.95%
4.04	SANITARY SEWER SERVICE STUB, PVC, 6"	LF	113		113	\$ 119.00	\$ 13,447.00		\$ -	89	89	\$ 10,591.00	24	78.75%
4.05	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 10 IN.	LF	1,460		1,460	\$ 19.00	\$ 27,740.00		\$ -	1,136	1,136	\$ 21,584.00	324	77.81%
4.06	SANITARY SEWER CLEANOUT, TEMPORARY	EA	3		3	\$ 6,840.00	\$ 20,520.00		\$ -	2	2	\$ 13,680.00	1	66.67%
4.07	REMOVAL OF SANITARY SEWER CLEANOUT	EA	4		4	\$ 116.00	\$ 464.00		\$ -	2	2	\$ 232.00	2	50.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	283		283	\$ 104.00	\$ 29,432.00	218	\$ 22,672.00	48	266	\$ 27,664.00	17	93.99%
4.09	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,252		1,252	\$ 166.00	\$ 207,832.00	270	\$ 44,820.00	713.88	983.88	\$ 163,324.08	268.12	79.59%
4.10	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	80		80	\$ 245.00	\$ 19,600.00		\$ -	55.27	55.27	\$ 13,541.15	24.73	69.03%
4.11	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	64		64	\$ 23.00	\$ 1,472.00		\$ -	44	44	\$ 1,012.00	20	68.75%
4.12	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR GREATER THAN 18 IN.	LF	80		80	\$ 23.00	\$ 1,840.00		\$ -	65	65	\$ 1,495.00	15	81.25%
4.13	FOOTING DRAIN COLLECTOR/SUBRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,485		2,485	\$ 41.00	\$ 101,885.00		\$ -	1,060	1,060	\$ 43,460.00	1,425	42.65%
4.14	SUBRAIN CLEANOUT, TYPE A-1, 8 IN.	EA	3		3	\$ 773.00	\$ 2,319.00		\$ -	0	0	\$ -	3	0.00%
4.15	SUBRAIN CLEANOUT, TYPE B	EA	2		2	\$ 479.00	\$ 958.00		\$ -	2	2	\$ 958.00	0	100.00%
4.16	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	28		28	\$ 266.00	\$ 7,448.00		\$ -	10	10	\$ 2,660.00	18	35.71%
4.17	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	28		28	\$ 745.00	\$ 19,370.00		\$ -	10	10	\$ 7,450.00	16	38.46%
4.18	REMOVAL OF SUBRAIN CLEANOUT	EA	1		1	\$ 120.00	\$ 120.00		\$ -	1	1	\$ 120.00	0	100.00%
4.19	CONNECT EXISTING SUBRAIN TO STRUCTURE	EA	2		2	\$ 248.00	\$ 496.00		\$ -	2	2	\$ 496.00	0	100.00%
4.20	REMOVAL OF SUBRAIN	LF	80		80	\$ 2.00	\$ 160.00		\$ -	80	80	\$ 160.00	0	100.00%
DIVISION 5 - WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 4 IN. DIA.	LF	17		17	\$ 117.00	\$ 1,989.00		\$ -	19	19	\$ 2,223.00	(2)	111.75%
5.02	WATER MAIN, TRENCHED, DIP, 4 IN. DIA.	LF	8		8	\$ 174.00	\$ 1,392.00		\$ -	8	8	\$ 1,392.00	0	100.00%
5.03	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	736		736	\$ 71.00	\$ 52,328.00		\$ -	736	736	\$ 52,328.00	0	100.00%
5.04	WATER MAIN, TRENCHED, RESTRAINED PVC C900, 8 IN. DIA.	LF	317		317	\$ 93.00	\$ 29,547.00		\$ -	313	313	\$ 28,483.00	4	98.74%
5.05	WATER MAIN, TRENCHED, RESTRAINED DIP, 8 IN. DIA.	LF	134		134	\$ 115.00	\$ 15,410.00		\$ -	133	133	\$ 15,295.00	1	99.25%
5.06	FITTING, REDUCER, 8" X 4" IN.	EA	4		4	\$ 543.00	\$ 2,172.00		\$ -	4	4	\$ 2,172.00	0	100.00%
5.07	FITTING, TEE, 8" X 8" X 8"	EA	1		1	\$ 1,075.00	\$ 1,075.00		\$ -	1	1	\$ 1,075.00	0	100.00%
5.08	FITTING, CROSS, 8" X 8" X 8"	EA	1		1	\$ 889.00	\$ 889.00		\$ -	1	1	\$ 889.00	0	100.00%
5.09	FITTING, 45 DEG., 8 IN.	EA	8		8	\$ 509.00	\$ 4,072.00		\$ -	8	8	\$ 4,072.00	0	100.00%
5.10	FITTING, 45 DEG., 8 IN.	EA	6		6	\$ 849.00	\$ 5,094.00		\$ -	2	2	\$ 1,698.00	4	33.33%
5.11	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	10		10	\$ 2,175.00	\$ 21,750.00		\$ -	10	10	\$ 21,750.00	0	100.00%
5.12	WATER SERVICE, COPPER, 3/4 IN. DIA., NEAR SIDE	EA	2		2	\$ 2,390.00	\$ 4,780.00		\$ -	2	2	\$ 4,780.00	0	100.00%
5.13	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	10		10	\$ 2,570.00	\$ 25,700.00		\$ -	10	10	\$ 25,700.00	0	100.00%
5.14	WATER SERVICE, COPPER, 1 IN. DIA., FAR SIDE	EA	2		2	\$ 3,000.00	\$ 6,000.00		\$ -	0	0	\$ -	2	0.00%
5.15	WATER SERVICE CUB STOP AND BOX	EA	1		1	\$ 1,085.00	\$ 1,085.00		\$ -	0	0	\$ -	1	0.00%
5.16	REMOVAL OF WATER MAIN	LF	1,221		1,221	\$ 15.00	\$ 18,315.00		\$ -	1,221	1,221	\$ 18,315.00	0	100.00%
5.17	WATER MAIN, TEMPORARY, PEX 2 IN. DIA.	LF	2,510		2,510	\$ 17.00	\$ 42,670.00		\$ -	2,510	2,510	\$ 42,670.00	0	100.00%
5.18	VALVE, GATE, 8 IN.	EA	5		5	\$ 2,430.00	\$ 12,150.00		\$ -	5	5	\$ 12,150.00	0	100.00%
5.19	TAPPING VALVE ASSEMBLY, 1 IN., CHLORINATION TAP	EA	1		1	\$ 2,040.00	\$ 2,040.00		\$ -	2	2	\$ 4,080.00	(1)	200.00%
5.20	FLUSHING DEVICE (TEMPORARY HYDRANT), 4 IN.	EA	3		3	\$ 5,070.00	\$ 15,210.00		\$ -	3	3	\$ 15,210.00	0	100.00%
5.21	ALTERNATE FIRE HYDRANT ASSEMBLY	EA	2		2	\$ 7,185.00	\$ 14,370.00		\$ -	2	2	\$ 14,370.00	0	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

5.22	FIRE HYDRANT ASSEMBLY REMOVAL	EA		3				3	\$	930.00	\$	2,790.00					3		3	\$	2,790.00			0	100.00%
5.23	VALVE REMOVAL	EA		3				3	\$	310.00	\$	930.00					3		3	\$	930.00			0	100.00%
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS																									
6.01	MANHOLE, SW-301, 48"	EA		6				6	\$	6,780.00	\$	40,680.00					5		5	\$	33,900.00			1	83.33%
6.02	MANHOLE, SW-401, 60", MODIFIED	EA		1				1	\$	8,325.00	\$	8,325.00					0		1	\$	8,325.00			0	100.00%
6.03	MANHOLE, SW-401, 96"	EA		1				1	\$	17,980.00	\$	17,980.00					1		1	\$	17,980.00			0	100.00%
6.04	INTAKE, SW-505	EA		6				6	\$	5,350.00	\$	32,100.00					1		6	\$	32,100.00			0	100.00%
6.05	INTAKE, SW-505, MODIFIED	EA		3				3	\$	9,685.00	\$	29,055.00					1		3	\$	29,055.00			0	100.00%
6.06	INTAKE, SW-506	EA		3				3	\$	8,425.00	\$	25,275.00					1		3	\$	25,275.00			0	100.00%
6.07	INTAKE, SW-506, MODIFIED	EA		1				1	\$	11,020.00	\$	11,020.00					1		1	\$	11,020.00			0	100.00%
6.08	INTAKE, SPECIAL STRUCTURE, CAST-IN-PLACE	EA		1				1	\$	15,900.00	\$	15,900.00					1		1	\$	15,900.00			0	100.00%
6.09	EXTERNAL DROP CONNECTION	EA		5				5	\$	8,670.00	\$	43,350.00					4		4	\$	34,680.00			1	80.00%
6.10	REMOVE MANHOLE	EA		4				4	\$	1,625.00	\$	6,500.00					3		4	\$	6,500.00			0	100.00%
6.11	REMOVE INTAKE	EA		2				2	\$	1,625.00	\$	3,250.00					2		2	\$	3,250.00			0	100.00%
DIVISION 7 - STREETS AND RELATED WORK																									
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY						5,087.4	\$	62.00	\$	315,418.80					2,000		2,000	\$	124,000.00			3,087.4	39.31%
7.02	REMOVAL OF SIDEWALK AND DRIVEWAY	SY						2,109	\$	7.20	\$	15,184.80					1,239.38		1,239.38	\$	9,255.67			823.49	60.95%
7.03	SIDEWALK, PCC, 4 IN.	SY						839.5	\$	46.00	\$	38,617.00					453.2		453.2	\$	20,847.20			386.3	53.98%
7.04	SIDEWALK, PCC, 6 IN.	SY						210.5	\$	76.00	\$	15,998.00					37.4		37.4	\$	2,842.40			173.1	17.77%
7.05	DETECTABLE WARNINGS	SF						128	\$	57.00	\$	7,296.00					64		64	\$	3,648.00			64	50.00%
7.06	DRIVEWAY, PAVED, PCC, 6 IN.	SY						695	\$	58.00	\$	40,310.00					387.9		387.9	\$	22,498.20			307.1	55.81%
7.07	DRIVEWAY, PAVED, PCC, 7 IN.	SY						224.9	\$	65.00	\$	14,618.50					0		0	\$	-			224.9	0.00%
7.08	DRIVEWAY, GRANULAR, 7 IN.	SY						253.9	\$	10.00	\$	2,539.00					356.91		356.91	\$	3,569.10			(193.01)	140.57%
7.09	FULL DEPTH PATCHES, HMA, 7.0 IN. THICK	SY						55.3	\$	143.00	\$	7,907.90					0		0	\$	-			55.3	0.00%
7.10	PARTIAL DEPTH PATCHES, HMA	SF						3,090	\$	6.40	\$	19,776.00					0		0	\$	-			3,090	0.00%
7.11	PAVEMENT REMOVAL	SY						4,301.4	\$	7.40	\$	31,830.36					3,424.2		3,424.2	\$	26,495.70			720.9	83.24%
7.12	PLASTIC CONCRETE TESTING	LS						1	\$	5,340.00	\$	5,340.00					0.25		0.25	\$	1,869.00			0.65	35.00%
DIVISION 8 - TRAFFIC CONTROL																									
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA						7.82	\$	747.00	\$	5,841.54					0		0	\$	-			7.82	0.00%
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA						7.82	\$	320.00	\$	2,502.40					0		0	\$	-			7.82	0.00%
8.03	TEMPORARY TRAFFIC CONTROL	LS						1	\$	28,930.00	\$	28,930.00					0.2		0.2	\$	5,786.00			0.3	70.00%
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDA						30	\$	187.00	\$	5,610.00					20		20	\$	3,740.00			10	66.67%
8.05	ORANGE MESH SAFETY FENCE	LS						1	\$	9,075.00	\$	9,075.00					0.5		0.5	\$	4,537.50			0.5	50.00%
8.06	WOOD POSTS	LF						96	\$	3.50	\$	336.00					62		62	\$	217.00			34	64.58%
8.07	U-SHAPED RAIL STEEL POSTS	LF						12	\$	21.00	\$	252.00					0		0	\$	-			12	0.00%
8.08	REMOVE AND REINSTALL TRAFFIC SIGNS	EA						20	\$	320.00	\$	6,400.00					12		12	\$	3,840.00			8	60.00%
DIVISION 9 - SITE WORK AND LANDSCAPING																									
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC						0.5	\$	3,205.00	\$	1,602.50					0.39		0.39	\$	1,249.95			0.11	78.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC						0.5	\$	534.00	\$	267.00					0		0	\$	-			0.5	0.00%
9.03	WATTLE STRAW, 9 IN. DIA.	LF						100	\$	5.30	\$	530.00					200		250	\$	1,325.00			(150)	250.00%
9.04	WATTLE, REMOVAL	LF						100	\$	1.10	\$	110.00					50		250	\$	275.00			(150)	250.00%
9.05	STABILIZED CONSTRUCTION ENTRANCE	SY						978	\$	15.00	\$	14,670.00					300		300	\$	4,500.00			678	30.67%
9.06	EROSION CONTROL MULCHING, HYDROMULCH (BFM)	AC						1	\$	3,205.00	\$	3,205.00					0.89		0.89	\$	2,852.45			0.11	89.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA						35	\$	160.00	\$	5,600.00					25		25	\$	4,000.00			10	71.43%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA						70	\$	27.00	\$	1,890.00					22		28	\$	756.00			42	40.00%
DIVISION 11 - MISCELLANEOUS																									
11.01	MOBILIZATION	LS						1	\$	58,955.20	\$	58,955.20					1		1	\$	58,955.20			0	100.00%
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS						1	\$	2,670.00	\$	2,670.00					0.2		0.2	\$	534.00			0.3	70.00%
11.03	TEMPORARY GRANULAR SIDEWALK	SY						665	\$	19.00	\$	12,635.00					340.53		340.53	\$	6,470.07			324.47	51.21%
11.04	TEMPORARY PEDESTRIAN RAMP	EA						10	\$	1,615.00	\$	16,150.00					0		0	\$	-			10	0.00%
11.05	CONCRETE WASHOUT	LS						1	\$	3,205.00	\$	3,205.00					0.25		0.25	\$	801.25			0.75	25.00%
11.06	VIBRATION MONITORING	LS						1	\$	14,400.00	\$	14,400.00					0.33		0.33	\$	4,752.00			0.67	33.00%
CHANGE ORDER ITEMS																									
12.01	MODIFICATION OF STORM STRUCTURE 1-11	CY						0		2.82	\$	825.50					2.82		2.82		2,326.50			0	100.00%
12.02	CONSTRUCTION OF RETAINING WALL	LF						0		56	\$	30.00					56		56	\$	1,680.00			0	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,248,006.50 PAY PERIOD = \$149,236.76

COMPLETED = \$1,535,909.22

68.32%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 6, 2024	\$ 121,019.55
2	June 17, 2024	\$ 89,894.04
3	July 15, 2024	\$ 123,325.26
4	August 19, 2024	\$ 134,730.62
5	September 16, 2024	\$ 101,531.39
6	October 21, 2024	\$ 118,241.28
7	November 18, 2024	\$ 145,314.74
8	December 16, 2024	\$ 35,385.13
9	February 3, 2025	\$ 6,896.52
10	May 19, 2025	\$ 57,767.51
11	June 16, 2025	\$ 259,286.04
12	July 21, 2025	\$ 123,946.79
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,317,338.85

Record of Change Orders:

No.	Date	Amount
1	December 16, 2024	\$ 4,006.50
2		
3		
4		
5		
6		
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15		

CHANGE ORDER TOTAL = \$ 4,006.50

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 15, 2024

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	0.0
Total Working Days:	160.0
Working Days Used to Date:	147.0
Working Days Remaining:	13.0

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	0.0
Total Working Days:	10.0
Working Days Used to Date:	1.0
Working Days Remaining:	9.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$47,728.51 to Shekar Engineering, PLC, for construction services on the 2025 PCC Reconstruction Program - SE 8th Street 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. Shekar - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 PCC Reconstruction Program - SE 8th Street
Contractor: Shekar Engineering
Address: 2600 MLK Jr. Pkway, #200, Des Moines, IA 50310
Finance Budget Code: 916.3916.4451 Finance Project #: 916.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: January 21, 2025 Vendor Account #: 8519

Date of Council Meeting: August 18, 2025 Payment Application #: 4

Payment Period: From: July 6, 2025 Through: August 2, 2025

Contract Summary:

Original Contract Amount: \$ 874,056.34
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 874,056.34

Total Completed and Stored to Date: \$ 441,316.35
Retainage: 5 % of Completed Work: \$ 22,065.82
Total Earned Less Retainage: \$ 419,250.53
Less Previous Applications for Payment: \$ 371,522.02
SUBTOTAL: \$ 47,728.51

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 47,728.51

Balance to Finish, Including Retainage: \$ 454,805.81

Contract Time Remaining (Substantial): 13.0 Working Days

Contract Time Remaining (Full): 10.0 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: Shekar Engineering

Chandra
Shekar

Digitally signed by Chandra
Shekar
Date: 2025.08.08 11:38:15
-05'00'

Firm Name

Signature

08/08/2025

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Emily Breitbarth

E-mail:

EBreitbarth@Ankenylowa.gov

Phone Number:

(515) 963-3542

Date Printed: 8/4/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGED 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	PERCENT COMPLETE
EARTHWORK													
2.01	Clearing and Grubbing	UNIT	100.00		100.00	\$ 79.47	\$ 8,662.23		\$ -	175.90	175.90	\$ 13,578.77	151.33%
2.02	Topsoil, Compost-amended	CY	272.00		272.00	\$ 32.60	\$ 8,268.00		\$ -	0.00	0.00	\$ 8,268.00	0.00%
2.03	Excavation, Class 13	CY	543.00		543.00	\$ 16.32	\$ 8,961.36	490.00	\$ 7,990.83	450.00	940.00	\$ 15,345.83	100.00%
2.04	Subgrade Preparation, 6" Depth	SY	5,645.00		5,645.00	\$ 2.30	\$ 12,983.50		\$ -	2,700.00	2,700.00	\$ 6,210.00	47.83%
2.05	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	1,410.00		1,410.00	\$ 3.06	\$ 4,314.60		\$ -	0.00	0.00	\$ 4,314.60	0.00%
2.06	Subgrade, Modified, Virgin Aggregate, 6" Depth	SY	5,645.00		5,645.00	\$ 11.73	\$ 66,215.85		\$ -	2,700.00	2,700.00	\$ 31,671.00	47.83%
2.07	Compaction Testing	LS	1.00		1.00	\$ 3,475.00	\$ 3,475.00		\$ -	0.50	0.50	\$ 1,737.50	50.00%
TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 1,554.50	\$ 1,554.50		\$ -	0.50	0.50	\$ 992.25	50.00%
SEWERS AND DRAINS													
4.01	Storm Sewer, Trenched, Class II RCP, 18" Diameter	LF	346		346.00	\$ 63.36	\$ 21,966.96		\$ -	182.00	182.00	\$ 12,623.52	52.60%
4.02	Storm Sewer, Trenched, Class II RCP, 18" Diameter	LF	12		12.00	\$ 204.00	\$ 2,448.00		\$ -	12.00	12.00	\$ 2,448.00	100.00%
4.03	Storm Sewer, Trenched, Class II RCP, 24" Diameter	LF	18		18.00	\$ 255.00	\$ 4,590.00	18.00	\$ 4,590.00	18.00	4,590.00	\$ 4,590.00	100.00%
4.04	Storm Sewer, Trenched, Class II RCP, 30" Diameter	LF	56		56.00	\$ 132.63	\$ 7,426.08	14.00	\$ 2,556.84	36.00	50.00	\$ 6,135.00	69.29%
4.05	Removal of Storm Sewer, RCP, Any Size Diameter	LF	432		432.00	\$ 15.30	\$ 6,610.60	32.00	\$ 495.60	208.00	240.00	\$ 3,672.00	59.70%
4.06	Subdrain, Compacted P.C.C. Type 2, Class E, 8" Diameter	LF	2,315		2,315.00	\$ 22.44	\$ 51,948.60		\$ -	1,150.00	1,160.00	\$ 26,030.40	50.11%
4.07	Subdrain, Open and Connections, P.C.C., 8" Diameter	EA	20		20.00	\$ 255.00	\$ 5,100.00		\$ -	10.00	10.00	\$ 2,550.00	50.00%
4.08	Storm Sewer Service Box, Solid Wall P.V.C., 15" Diameter	LF	200		200.00	\$ 14.25	\$ 2,850.00		\$ -	110.00	110.00	\$ 1,567.50	55.00%
WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, P.V.C., 8" Diameter	LF	70		70.00	\$ 76.50	\$ 5,355.00		\$ -	70.00	70.00	\$ 5,355.00	100.00%
5.02	Water Main, Trenched, P.V.C., 8" Diameter	LF	14		14.00	\$ 204.00	\$ 2,856.00		\$ -	0.00	0.00	\$ -	0.00%
5.03	Piling, 45 Degree Bend, 6" Diameter	EA	4		4.00	\$ 510.00	\$ 2,040.00		\$ -	0.00	0.00	\$ -	0.00%
5.04	Water Main Removal, 6" Diameter	LF	84		84.00	\$ 20.40	\$ 1,713.60		\$ -	70.00	70.00	\$ 1,428.00	83.33%
5.05	Valve, Gate, 8" Diameter	EA	3		3.00	\$ 2,550.00	\$ 7,650.00		\$ -	1.00	1.00	\$ 2,550.00	33.33%
5.06	Flushing Device, Blowoff, 2" Diameter	EA	1		1.00	\$ 1,275.00	\$ 1,275.00		\$ -	1.00	1.00	\$ 1,275.00	100.00%
5.07	Valve Box Replacement	EA	1		1.00	\$ 1,224.00	\$ 1,224.00		\$ -	1.00	1.00	\$ 1,224.00	100.00%
5.08	Valve Removal	EA	3		3.00	\$ 459.00	\$ 1,377.00		\$ -	1.00	1.00	\$ 459.00	33.33%
STRUCTURES FOR INSTANT AND STORM SEWERS													
6.01	Intake, S.W.S.S., 2'-0" x 2'-0", Precast	EA	9		9.00	\$ 2,550.00	\$ 22,950.00		\$ -	5.00	5.00	\$ 12,750.00	40.00%
6.02	Intake, S.W.S.S., 2'-0" x 2'-0", Cast-in-place	EA	1		1.00	\$ 4,080.00	\$ 4,080.00		\$ -	1.00	1.00	\$ 4,080.00	100.00%
6.03	Intake, S.W.S.S., 2'-0" x 2'-0", Cast-in-place	EA	4		4.00	\$ 4,296.00	\$ 17,184.00		\$ -	2.00	2.00	\$ 8,592.00	50.00%
6.04	Intake, S.W.S.S., 2'-0" x 2'-0", Precast	EA	3		3.00	\$ 3,876.00	\$ 11,628.00		\$ -	1.00	1.00	\$ 3,876.00	33.33%
6.05	Manhole Adjustment, Sanitary, Minor, SELF-LEVEL* Casting	EA	3		3.00	\$ 1,530.00	\$ 4,590.00		\$ -	2.00	2.00	\$ 3,060.00	66.67%
6.06	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	6		6.00	\$ 1,428.00	\$ 8,568.00		\$ -	0.00	0.00	\$ -	0.00%
6.07	Intake Adjustment, Minor, Single Gate	EA	1		1.00	\$ 858.30	\$ 858.30		\$ -	1.00	1.00	\$ 858.30	100.00%
6.08	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	1		1.00	\$ 2,856.00	\$ 2,856.00		\$ -	0.00	0.00	\$ -	0.00%
6.09	Remove Manhole, Storm	EA	2		2.00	\$ 612.00	\$ 1,224.00		\$ -	3.00	3.00	\$ 1,836.00	150.00%
6.10	Remove Intake	EA	15		15.00	\$ 510.00	\$ 7,650.00	2.00	\$ 1,020.00	7.00	9.00	\$ 4,590.00	60.00%
STREETS AND RELATED WORK													
7.01	Pavement, P.C.C. Class C-SUB, 7" Thick	SY	705		705.00	\$ 74.61	\$ 52,600.05		\$ -	254.00	254.00	\$ 18,956.94	35.54%
7.02	Pavement, P.C.C. Class C-SUB, 8" Thick	SY	4,875		4,875.00	\$ 65.05	\$ 317,812.50		\$ -	2,650.00	2,650.00	\$ 172,437.50	53.81%
7.03	Place Concrete Testing	LS	1		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	0.50	0.50	\$ 2,500.00	50.00%
7.04	Removal of Sidewalk	SY	263		263.00	\$ 8.15	\$ 2,143.45	63.00	\$ 519.45	41.00	124.00	\$ 1,015.40	39.35%
7.05	Removal of Driveway	SY	520		520.00	\$ 8.15	\$ 4,238.00	244.00	\$ 2,000.60	276.00	520.00	\$ 4,238.00	100.00%
7.06	Sidewalk, P.C.C. Class C, 4" Thick	SY	173		173.00	\$ 48.38	\$ 8,369.74		\$ -	0.00	0.00	\$ -	0.00%
7.07	Sidewalk, P.C.C. Class C, 6" Thick	SY	113		113.00	\$ 58.15	\$ 6,570.95	9.00	\$ 523.45	4.00	13.00	\$ 758.40	11.30%
7.08	Detachable Warning, Suburban Steel	SF	129		129.00	\$ 50.00	\$ 6,450.00		\$ -	16.00	16.00	\$ 800.00	12.30%
7.09	Driveway, Paved, P.C.C. Class C, Type A Residential, 6" Thick	SY	520		520.00	\$ 59.15	\$ 30,758.00		\$ -	272.00	272.00	\$ 16,088.80	52.31%
7.10	Subbase Over-excavation, 6" Depth	SY	1,432		1,432.00	\$ 12.25	\$ 17,558.00		\$ -	42.00	42.00	\$ 514.50	2.96%
7.11	Pavement Removal	SY	4,782		4,782.00	\$ 6.23	\$ 29,792.86	2,543.00	\$ 15,850.69	2,239.00	4,782.00	\$ 29,792.86	100.00%
TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1		1.00	\$ 13,306.95	\$ 13,306.95	0.13	\$ 1,730.73	0.30	0.43	\$ 5,652.39	40.00%
8.02	Portable Dynamic Message Sign (PDMS)	DAY	30		30.00	\$ 107.10	\$ 3,213.00		\$ -	30.00	30.00	\$ 3,213.00	100.00%
8.03	Remove and Install Traffic Signs	EA	8		8.00	\$ 207.43	\$ 1,659.44		\$ -	3.00	3.00	\$ 622.29	37.50%
SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type I	AC	0.5		0.50	\$ 1,275.00	\$ 637.50		\$ -	0.00	0.00	\$ -	0.00%
9.02	Conventional Seeding and Fertilizing, Type I	AC	0.5		0.50	\$ 417.00	\$ 208.50	0.28	\$ 116.76	0.22	0.50	\$ 208.50	40.00%
9.03	Spot Herbicide Application	AC	0.5		0.50	\$ 663.00	\$ 331.50		\$ -	0.00	0.00	\$ -	0.00%
9.04	Erosion Control Mulching, Hydroseeding, B.F.M.	EA	1.0		1.00	\$ 3,578.00	\$ 3,578.00	0.25	\$ 944.50	0.75	1.00	\$ 3,578.00	75.00%
9.05	Hit Protection Device, Drop-in	EA	25		25.00	\$ 153.00	\$ 3,825.00		\$ -	5.50	5.50	\$ 841.50	22.00%
9.06	Hit Protection Device, Surface Applied	EA	25		25.00	\$ 153.00	\$ 3,825.00		\$ -	11.00	11.00	\$ 1,693.00	44.00%
9.07	Hit Protection Device, Maintenance	EA	25		25.00	\$ 42.63	\$ 1,065.75		\$ -	0.00	0.00	\$ -	0.00%
MISCELLANEOUS													
11.01	Installation	LS	1		1.00	\$ 58,537.50	\$ 58,537.50	0.13	\$ 8,883.78	0.30	0.43	\$ 23,415.00	40.00%
11.02	Maintenance of Solid Waste Collection	LS	1		1.00	\$ 1,800.00	\$ 1,800.00	0.10	\$ 180.00	0.20	0.40	\$ 720.00	40.00%
11.03	Temporary Pedestrian Ramp	EA	16		16.00	\$ 1,180.00	\$ 18,880.00	4.00	\$ 4,880.00	3.00	7.00	\$ 8,560.00	40.00%
11.04	Concrete Washout	LS	1		1.00	\$ 3,162.00	\$ 3,162.00		\$ -	0.50	0.50	\$ 1,581.00	50.00%
CHANGE ORDER ITEMS													
12.01					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00%
12.02					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00%
12.03					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00%
12.04					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00%
12.05					0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK													
							CONTRACT = \$ 874,656.34	PAY PERIOD = \$ 50,345.55	COMPLETED = \$ 441,318.33		59.49%		

Doc print 8/4/2015

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 19, 2025	\$ 44,176.83
2	June 16, 2025	\$ 147,611.28
3	July 21, 2025	\$ 179,733.91
4		
5		
6		
7		
8		
9		
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35		

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
40		
41		
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48		
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69		
70		

PREVIOUS PAY APPS TOTAL = \$ 371,522.02

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 14, 2025

Substantial Completion:

Contract Working Days:	80.0
Added by Change Order:	
Total Working Days:	80.0
Working Days Used to Date:	67.0
Working Days Remaining:	13.0

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	
Working Days Remaining:	10.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #28 in the amount of \$561.22 to SVPA Architects Inc. for reimbursable expenses associated with construction administration services for 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 reimbursable expenses associated with construction administration work for 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 FY2026 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #28

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 #: **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 1859

Date of Council Meeting 08/18/2025 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 06/30/25 through: 08/03/25

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:	\$	360,900.00
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	360,900.00
Less previous applications for payment:	\$	360,900.00
SUBTOTAL	\$	-

OTHER CHARGES (Please attach an itemized list) \$ 561.22

CURRENT PAYMENT DUE \$ 561.22 ✓

Balance to finish, including retainage: \$ -

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

8/7/2025

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov Phone: 515-965-6420 Fax:

Date Printed: 8/6/2025



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

August 7, 2025
Project No: 23019.00
Invoice No: 0040706

Project 23019.00 Ankeny Fire Station #4
Beyond Fee: Snyder & Associates Survey Services \$4,600.

Professional Services from June 30, 2025 to August 3, 2025

Phase 07 Construction Administration

Reimbursable Expenses

Mileage & Parking	294.14	
Meals	58.87	
Lodging	208.21	
Total Reimbursables	561.22	561.22

Total this Phase \$561.22

Total this Invoice \$561.22

Billings to Date

	Current	Prior	Total
Fee	0.00	360,900.00	360,900.00
Consultant	0.00	4,600.00	4,600.00
Expense	561.22	16,636.00	17,197.22
Unit	0.00	695.50	695.50
Other	0.00	-2,500.00	-2,500.00
Totals	561.22	380,331.50	380,892.72

Authorized By: _____

Robert Ormsby



Invoice Total \$1,579.22

Robert Ormsby
SVPA Architects, Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

July 17, 2025
Invoice No: 23002142.00 - 18
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
Plus Amendment #1-Fuel Station-Fixed Fee \$9,000
Reduce CA-Fueling Station (\$500)

Professional Services through July 06, 2025

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.	5,300.00	100.00	5,300.00	5,300.00	0.00
Amend 1-CD	6,750.00	83.3333	5,625.00	5,625.00	0.00
Amend 1-Bidding	450.00	0.00	0.00	0.00	0.00
Amend 1-CA	1,800.00	0.00	0.00	0.00	0.00
Structural Schematic Design	4,350.00	100.00	4,350.00	4,350.00	0.00
MEPT Design Development	18,700.00	100.00	18,700.00	18,700.00	0.00
Structural Design Development	5,800.00	100.00	5,800.00	5,800.00	0.00
MEPT Construction Docs	37,400.00	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	85.4439	15,978.00	14,960.00	1,018.00
Total Fee	131,000.00		124,903.00	123,885.00	1,018.00
Total Fee					1,018.00

Reimbursable Expenses

Lodging	189.28		
Meals	53.52		
Travel (Mileage, Tolls, etc.)	267.40		
Total Reimbursables	510.20	1.1 times	561.22
Total this Invoice			<u>\$1,579.22</u>

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.

Project	23002142.00	Ankeny Fire Station #4	Invoice	18
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Billing Backup

Wednesday, July 23, 2025

IMEG Consultants Corp

Invoice 18 Dated 7/17/2025

3:53:45 PM

Project 23002142.00 City of Ankeny, IA / Ankeny , IA / Ankeny Fire Station #4

Reimbursable Expenses

Lodging

000000200276	6/19/2025	Engler, Steve / Final JSO punch to DSM Firestation #4 / Final JSO punch to DSM Firestation #4	189.28
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Meals

000000200276	6/18/2025	Engler, Steve / Final JSO punch to DSM Firestation #4 / Final JSO punch to DSM Firestation #4	31.74
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000000200276	6/19/2025	Engler, Steve / Final JSO punch to DSM Firestation #4 / Final JSO punch to DSM Firestation #4	21.78
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Travel (Mileage, Tolls, etc.)

000000199876	6/18/2025	Stoll, Isaac / Travel to site for job site observation / Travel to site for job site observation / 32.00 miles @ 0.70	22.40
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000000200276	6/19/2025	Engler, Steve / Final JSO punch to DSM Firestation #4 / Final JSO punch to DSM Firestation #4 / 350.00 miles @ 0.70	245.00
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Total Reimbursables	1.1 times	510.20	561.22
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Total this Project	\$561.22
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Total this Report	\$561.22
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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.

Guest Folio

Confirmation Number - 3285169219

Primary Guest

Guest Name
Address
City, State, Zip Code
Country

Engler, Steve
5440 Northwest Circle
Davenport IA 52806
US

ADDN GUESTS

Hilton Honors

 Member
2254143387

Stay Details

Check In Date
Check Out Date
Room
Source
Guests

Jun 18, 2025
Jun 19, 2025
K1 - 212
OWN HOTEL
1/0

Company Details

Name
Tax#/ID#
PO Number
Account Name
Account Number
IMEG CORPORATION
3249300

Other Details

Tax Invoice
Tax/Fee
Exemption
Tax/Fee
Exempt Date
Travel Agent
IATA
Name

NO

Date	Type	Description	Amount
Jun 18, 2025	Charge	GUEST ROOM	\$169.00
Jun 18, 2025	Tax	RM STATE LODGING TAX	\$8.45
Jun 18, 2025	Tax	RM STATE SALE TAX	\$11.83
Jun 19, 2025	Payments	VISA-2377	(\$189.28)

Summary	
Type	Amount
GUEST ROOM	\$169.00
RM STATE LODGING TAX	\$8.45
RM STATE SALE TAX	\$11.83
CREDIT CARD	\$189.28
Folio Balance	\$0.00

THE MACHINE SHED
11151 Hickman Road
Urbandale, IA 50322
515-270-6818

Server: Sandy 2
05:45 PM
Table 13/1

DOB: 06/18/2025
06/18/2025
6/60058

SALE

VISA

8388694

Card #XXXXXXXXXXXX2377

Magnetic card present: ENGLER STEVEN

Card Entry Method: S

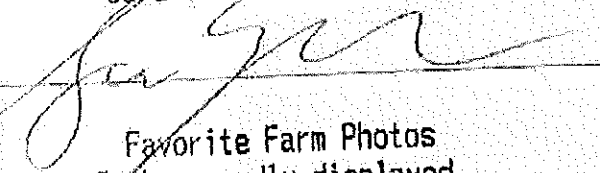
Approval: 08102D

Amount: \$26.74

+ Tip: \$10.00

= Total: 36.74

I agree to pay the above
total amount according to the
card issuer agreement.

X 

Favorite Farm Photos
To be proudly displayed
At the Shed
Send to:
99counties@hoari.com

Merchant Copy

Thank you for visiting
Jethro's 5301
1450 2nd St
West Des Moines 50265

Server: AM 249 2
10:38 PM
2/2/11

0000000000000000
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1/10/11

PALE

VISA
Card #0000000000000000
Magnetic card present: ENCLER STEVEN
Card Entry Method: S

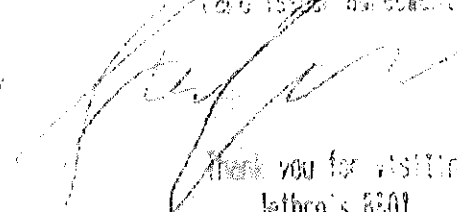
Approval: 046340

Amount \$17.16

Tax \$1.00

Total \$18.16

I agree to pay the above
total amount according to the
card issuer's agreement.



Thank you for visiting
Jethro's 5301
Tell Us How We Did?
Scan the QR Code
Submit Your Feedback on Yelp
Present to Your Server
Get Free Budda's Boneless Wings

Thanks! Come again



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #1 in the amount of \$57,992.75 to TK Concrete, Inc., for construction services on the 2025 Pedestrian Ramp Improvements Program - Briarwood South 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. TK Concrete - Pymt #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 Pedestrian Ramp Improvements Program - Briarwood South
Contractor: TK Concrete, Inc.
Address: 1608 Fifield Road, Pella, Iowa 50219
Finance Budget Code: 936.2936.4459 Finance Project #: 936.4459
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: March 17, 2025 Vendor Account #: 4907

Date of Council Meeting: August 18, 2025 Payment Application #: 1

Payment Period: From: July 14, 2025 Through: August 2, 2025

Contract Summary:

Original Contract Amount:	\$	175,000.00	
Net Change by Change Orders:	\$	1,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	176,700.00	
Total Completed and Stored to Date:	\$	61,045.00	
Retainage: 5 % of Completed Work:	\$	3,052.25	
Total Earned Less Retainage:	\$	57,992.75	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	57,992.75	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	57,992.75	

Balance to Finish, Including Retainage: \$ 118,707.25

Contract Time Remaining (Substantial): 40.0 Working Days
Contract Time Remaining (Full): 5.0 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: TK Concrete, Inc.

Signature: 
Firm Name

Date: 8-6-25

Engineer / Consultant Approval:

Signature: _____
Firm Name

Date: _____

City of Ankeny Staff Approval:

Signature: 
Signature

Date: 8/6/25

Submit to: Mark Heath

E-mail: MHeath@Ankenylowa.gov

Phone Number: (515) 965-6452

Date Printed: 8/6/2025

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
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, SELF-LEVEL @ Casting	EA	2		2.00	\$ 2,500.00	\$ 5,000.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	1.00	50.00%
6.02	Manhole Adjustment, Sanitary, Minor, Two-Place Casting	EA	4		4.00	\$ 1,750.00	\$ 7,000.00	1.00	\$ 1,750.00		1.00	\$ 1,750.00	3.00	25.00%
6.03	Manhole Adjustment, Storm, Minor, SELF-LEVEL @ Casting	EA	2		2.00	\$ 2,250.00	\$ 4,500.00		-		0.00	\$ -	2.00	0.00%
6.04	Manhole Adjustment, Storm, Minor, Two-Place Casting	EA	1		1.00	\$ 1,500.00	\$ 1,500.00		-		0.00	\$ -	1.00	0.00%
STREETS AND RELATED WORK														
7.01	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 7" Thick	LF	131		131.00	\$ 50.00	\$ 6,550.00	59.00	\$ 2,950.00		59.00	\$ 2,950.00	72.00	45.04%
7.02	Removal of Sidewalk	SY	653		653.00	\$ 10.00	\$ 6,530.00	236.00	\$ 2,360.00		236.00	\$ 2,360.00	417.00	36.14%
7.03	Sidewalk, PCC, Class C, 4" Thick	SY	446		446.00	\$ 60.00	\$ 26,760.00	167.00	\$ 10,020.00		167.00	\$ 10,020.00	279.00	37.44%
7.04	Sidewalk, PCC, Class C, 6" Thick	SY	270		270.00	\$ 80.00	\$ 21,600.00	93.00	\$ 7,440.00		93.00	\$ 7,440.00	177.00	34.44%
7.05	Detachable Warnings, Galvanized Steel	SF	352		352.00	\$ 47.50	\$ 16,720.00	128.00	\$ 6,080.00		128.00	\$ 6,080.00	224.00	36.36%
7.06	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	619		619.00	\$ 85.00	\$ 52,615.00	232.00	\$ 19,720.00		232.00	\$ 19,720.00	387.00	37.48%
7.07	Curb and Gutter Removal, 2.0' Wide	LF	131		131.00	\$ 25.00	\$ 3,275.00	59.00	\$ 1,475.00		59.00	\$ 1,475.00	72.00	45.04%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1		1.00	\$ 3,500.00	\$ 3,500.00	0.25	\$ 875.00		0.25	\$ 875.00	0.75	25.00%
SITE WORK AND LANDSCAPING														
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.3		0.30	\$ 11,500.00	\$ 3,450.00		-		0.00	\$ -	0.30	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1		1.00	\$ 12,000.00	\$ 12,000.00	0.25	\$ 3,000.00		0.25	\$ 3,000.00	0.75	25.00%
11.02	Concrete Washout	LS	1		1.00	\$ 3,500.00	\$ 3,500.00	0.25	\$ 875.00		0.25	\$ 875.00	0.75	25.00%
11.03	Conduit Pipe for Repair of Irrigation Lines, PVC, 2" Diameter	EA	10		10.00	\$ 50.00	\$ 500.00	6.00	\$ 300.00		6.00	\$ 300.00	4.00	60.00%
CHANGE ORDER ITEMS														
12.01	Intake Adjustment, Major, Double Grate	EA	0.00	1.00	1.00	\$ 1,700.00	\$ 1,700.00	1.00	\$ 1,700.00		1.00	\$ 1,700.00	0.00	100.00%
12.02					0.00	\$ -	\$ -		-		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		-		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		-		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		-		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 176,700.00 PAY PERIOD = \$ 61,045.00

COMPLETED = \$ 61,045.00

34.55%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

No.	Date	Amount
1	August 18, 2025	\$ 1,700.00
2		
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CHANGE ORDER TOTAL = \$ 1,700.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	July 14, 2025

Substantial Completion:

Contract Working Days:	55.0
Added by Change Order:	
Total Working Days:	55.0
Working Days Used to Date:	15.0
Working Days Remaining:	40.0

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	
Working Days Remaining:	5.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$125,735.35 to Van Maanen Electric, Inc., for construction services on the Fiber Optic Network Upgrade 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. Van Maanen - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fiber Optic Network Upgrade
Contractor: Van Maanen Electric, Inc.
Address: 500 Iowa Speedway Drive, Newton, IA 50208
Finance Budget Code: 888.3888.4459 Finance Project #: 888.4459
Vendor Project #: _____ Purchase Order #: N/A
Original Contract Date: December 2, 2024 Vendor Account #: 9000

Date of Council Meeting: August 18, 2025 Payment Application #: 4

Payment Period: From: July 1, 2025 Through: July 31, 2025

Contract Summary:

Original Contract Amount: \$ 830,887.82
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 830,887.82

Total Completed and Stored to Date: \$ 278,416.78
Retainage: 5 % of Completed Work: \$ 13,920.84
Total Earned Less Retainage: \$ 264,495.94
Less Previous Applications for Payment: \$ 138,760.59
SUBTOTAL: \$ 125,735.35

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 125,735.35

Balance to Finish, Including Retainage: \$ 566,391.88

Contract Time Remaining (Substantial): _____ Calendar Days

Contract Time Remaining (Final): _____ 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: Van Maanen Electric, Inc.

[Signature]
Signature

Firm Name

8-7-25
Date

Engineer / Consultant Approval: Olsson, Inc.

[Signature]
Signature

Firm Name

08/07/2025
Date

City of Ankeny Staff Approval:

[Signature]
Signature

8/7/25
Date

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

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 8/7/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 19, 2025	\$ 50,307.01
2	June 16, 2025	\$ 29,172.60
3	July 21, 2025	\$ 59,280.98
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 138,760.59

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Calendar Days
Construction Start Date:	April 1, 2025

Substantial Completion:

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

Full Completion:

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

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
7.01	STREETS AND RELATED WORK													
7.01	REMOVE AND CONSTRUCT SIDEWALK	SY	1.00		1.00	\$ 2,875.00	\$ 2,875.00		\$ -	1.00	1.00	\$ 2,875.00	0.00	100.00%
8.02	TRAFFIC CONTROL													
8.02	REMOVE EXISTING HANDHOLE, TP I	EA	27.00		27.00	\$ 260.00	\$ 7,020.00		\$ -					
8.03	REMOVE EXISTING HANDHOLE, TP II	EA	8.00		8.00	\$ 280.00	\$ 2,080.00	2.00	\$ 520.00	6.00	6.00	\$ 1,560.00	21.00	22.22%
8.04	REMOVE EXISTING HANDHOLE, TP IV	EA	1.00		1.00	\$ 480.00	\$ 480.00		\$ -	1.00	1.00	\$ 780.00	5.00	37.50%
8.05	REMOVE EXISTING FIBER OPTIC SPlice CLOSURE	EA	7.00		7.00	\$ 160.50	\$ 1,123.50		\$ -				1.00	0.00%
8.06	REMOVE EXISTING HUB CABINET	EA	1.00		1.00	\$ 1,027.20	\$ 1,027.20		\$ -				7.00	0.00%
8.07	REMOVE FIBER OPTIC CABLE 48 FO COUNT OR LESS	LF	59,553.00		59,553.00	\$ 0.44	\$ 26,203.32		\$ -	11,792.00	11,792.00	\$ 5,188.48	47,761.00	19.80%
8.08	REMOVE FIBER OPTIC CABLE 96 FO COUNT	LF	190.00		190.00	\$ 0.44	\$ 83.60		\$ -				190.00	0.00%
8.09	DISCONNECT FIBER OPTIC CABLE 48 FO COUNT OR LESS	LF	1,556.00		1,556.00	\$ 0.44	\$ 684.64		\$ -				1,556.00	0.00%
8.10	DISCONNECT FIBER OPTIC CABLE 96 FO COUNT	LF	828.00		828.00	\$ 0.44	\$ 364.32		\$ -				828.00	0.00%
8.11	PULLBACK FIBER OPTIC CABLE 48 FO COUNT OR LESS	LF	2,302.00		2,302.00	\$ 0.44	\$ 1,012.88		\$ -				2,302.00	0.00%
8.12	PULLBACK FIBER OPTIC CABLE 96 FO COUNT	LF	9,154.00		9,154.00	\$ 0.44	\$ 4,027.76		\$ -				9,154.00	0.00%
8.13	RE-ROUTER-INSTALL FIBER OPTIC CABLE 48 FO COUNT OR LESS	LF	1,915.00		1,915.00	\$ 2.05	\$ 3,925.75		\$ -				1,915.00	0.00%
8.14	RE-ROUTER-INSTALL FIBER OPTIC CABLE 96 FO COUNT	LF	7,632.00		7,632.00	\$ 2.05	\$ 15,645.60		\$ -				7,632.00	0.00%
8.15	INSTALL HANDHOLE, TYPE III (ITS 386-2436)	EA	13.00		13.00	\$ 1,275.00	\$ 16,575.00		\$ -	10.00	10.00	\$ 12,750.00	3.00	76.92%
8.16	INSTALL HANDHOLE, TYPE IV (ITS 4830x36)	EA	21.00		21.00	\$ 1,925.00	\$ 40,425.00	4.00	\$ 7,700.00	10.00	14.00	\$ 26,950.00	7.00	66.67%
8.17	INSTALL TEST STATION (CITY FURNISHED, INSTALL ONLY)	EA	31.00		31.00	\$ 110.00	\$ 3,410.00	1.00	\$ 110.00	2.00	3.00	\$ 330.00	28.00	9.38%
8.18	INSTALL CONDUIT, 3/4" NPS, 2" RICH BORED (CITY FURNISHED, INSTALL ONLY)	LF	24,425.00		24,425.00	\$ 6.00	\$ 146,550.00	2,505.00	\$ 15,030.00	11,381.00	13,886.00	\$ 83,316.00	10,539.00	56.85%
8.19	HEAL CONDUIT	EA	7.00		7.00	\$ 220.00	\$ 1,540.00		\$ -	7.00	7.00	\$ 1,540.00	0.00	100.00%
8.20	INSTALL FIBER OPTIC 24 SM FO CABLE (CITY FURNISHED, INSTALL ONLY)	LF	6,203.00		6,203.00	\$ 2.05	\$ 12,716.15		\$ -				6,203.00	0.00%
8.21	INSTALL FIBER OPTIC 48 SM FO CABLE (CITY FURNISHED, INSTALL ONLY)	LF	173,272.00		173,272.00	\$ 2.05	\$ 355,207.60	\$2,280.00	\$ 107,174.00	13,256.00	65,536.00	\$ 134,348.80	107,736.00	37.82%
8.22	INSTALL FIBER OPTIC SPlice ENCLOSURE	EA	30.00		30.00	\$ 701.00	\$ 21,030.00		\$ -				30.00	0.00%
8.23	EXISTING FIBER OPTIC SPlice ENCLOSURE REWORK	EA	45.00		45.00	\$ 258.80	\$ 11,556.00		\$ -				45.00	0.00%
8.24	CLOSET CONNECTOR HOUSING, FOUR RACK UNIT	EA	3.00		3.00	\$ 482.57	\$ 1,447.71		\$ -				3.00	0.00%
8.25	COH PIGTAILED SPlice CASSETTE MODULE, 12 SM FO, LC/UPC DUPLEX	EA	33.00		33.00	\$ 818.55	\$ 27,012.15		\$ -				33.00	0.00%
8.26	SPH PIGTAILED - WITH DIN RAIL MOUNTING, 12 SM FO, LC/UPC DUPLEX	EA	10.00		10.00	\$ 600.00	\$ 6,000.00		\$ -				10.00	0.00%
8.27	COH ADAPTER PANEL, PIGTAILED, 12 SM FO, LC/UPC DUPLEX	EA	3.00		3.00	\$ 566.00	\$ 1,698.00		\$ -				3.00	0.00%
8.28	FIBER OPTIC SPlice TRAY, 24 FIBER	EA	20.00		20.00	\$ 75.00	\$ 1,500.00		\$ -				20.00	0.00%
8.29	FIBER OPTIC FUSION SPlice	EA	4,006.00		4,006.00	\$ 21.84	\$ 87,891.64		\$ -				4,006.00	0.00%
8.30	FIBER OPTIC CABLE ACCEPTANCE TESTING	LS	1.00		1.00	\$ 8,400.00	\$ 8,400.00		\$ -				1.00	0.00%
8.31	TRAFFIC CONTROL	LS	1.00		1.00	\$ 9,095.00	\$ 9,095.00	0.20	\$ 1,819.00	0.10	0.30	\$ 2,738.50	0.70	30.00%
11.32	MISCELLANEOUS													
11.32	MOBILIZATION	LS	1.00		1.00	\$ 12,500.00	\$ 12,500.00		\$ -	0.50	0.50	\$ 6,250.00	0.50	50.00%
12.33	CHANGE ORDER ITEMS													
12.34														
12.35														
12.36														
12.37														

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT # \$ 830,887.82 PAY PERIOD # \$ 132,353.00

COMPLETED # \$ 278,416.76

33.51%



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$14,730.00 to Veenstra & Kimm, Inc. for engineering services on the Water Tower - Design Services 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. Veenstra & Kimm - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water Tower-Design Services
Contractor: Veenstra & Kimm, Inc.
Address: 6775 Vista Drive, West Des Moines, IA 50266
Finance Budget Code: 617.3617.4210 **Finance Project #** 617.4210
Vendor Project or Invoice #: 115296 **PO #**
Original Contract Date: March 3, 2025 **Vendor #** 479

Date of Council Meeting: August 18, 2025 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: June 15, 2025 Through: July 19, 2025

Contract Summary

Original Contract Amount:	\$	294,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	294,600.00	
Total completed and stored to date:	\$	29,460.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	29,460.00	
Less previous applications for payment:	\$	14,730.00	
SUBTOTAL	\$		14,730.00

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,730.00

Balance to finish, including retainage: \$ 265,140.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

July 25, 2025

City of Ankeny Staff Approval:

Signature

Date

7-30-25

Submit to:

Don Clark, PE - Director of Municipal Utilities

E-mail:

DClark@Ankenylowa.gov

Phone:

515-963-3529

Fax:

515-963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 21, 2025	\$ 14,730.00
2		
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Previous Applications for Payment

No.	Date	Amount
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37		
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TOTAL \$ 14,730.00

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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

**VEENSTRA
& KIMM INC.**
.....
A Kleinfelder Company
STATEMENT OF PROFESSIONAL SERVICES

City of Ankeny
220 West 1st Street
Ankeny, IA 50023-1557

July 25, 2025
Invoice No: 115296 - 2

Project Manager Forrest Aldrich

Engineering services for Water Tower - Design Services
Professional Services from June 15, 2025 to July 19, 2025
Fee

Total Fee	294,600.00		
Percent Complete	10.00	Total Earned	29,460.00
		Previous Fee Billing	14,730.00
		Current Fee Billing	14,730.00
		Total Fee	14,730.00
		Total this Invoice	\$14,730.00

Billings to Date

	Current	Prior	Total
Fee	14,730.00	14,730.00	29,460.00
Totals	14,730.00	14,730.00	29,460.00

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WE'VE MOVED - PLEASE CHANGE OUR ADDRESS



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the August 18, 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
AUGUST 18, 2025**

Fund		PAYMENTS
100	General Fund	\$ 302,029.69
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	273,585.64
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	56,324.13
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	9,171.97
300	Debt Service Fund	-
430	Library Foundation Fund	246.30
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	112,988.64
510	Water Fund	137,978.27
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	781,269.94
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	18,171.84
590	Golf Course Fund	44,347.60
600-699	Enterprise Project Funds	932,666.79
710	Revolving Fund	25,520.40
720	Risk Management Fund	35,441.39
730	Health Insurance Fund	268.65
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	5,785.50
882-998	Capital Projects Funds	911,132.47
Sub Total		\$ 3,646,929.22
Payroll Totals		1,672,292.09
Service Transfers/ACH Drafts		(233,301.58)
Agenda Payments Approved Separately		(1,616,240.12)
Grand Total		<u>\$ 3,469,679.61</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: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/18/2025			253096		
C-CHECK	VOID CHECK	V	8/18/2025			253097		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	0.00	0.00	0.00
BANK: TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012295	818, LLC							
I-0725-04	GRAPHIC DESIGN	E	8/20/2025	2,300.00		012501		2,300.00
			*** VENDOR TOTALS ***			1 CHECKS		2,300.00
008711	A CUT ABOVE LAWN CARE & LANDSC							
I-1136	7/26/25-8/1/25 NORTH ZONE MOW	R	8/18/2025	7,865.20		252999		
I-1144	8/2-8/8/25 NORTH ZONE MOW	R	8/18/2025	7,865.20		252999		15,730.40
			*** VENDOR TOTALS ***			1 CHECKS		15,730.40
001844	A TECH INC-TCI							
I-664035	MODULE REPLACEMENT - PD	E	8/20/2025	380.00		012447		380.00
			*** VENDOR TOTALS ***			1 CHECKS		380.00
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 18-ORLBR/GTWY	PAY 18-ORLBY GTWY TRL/STATE UN	R	8/18/2025	55,920.99		253000		55,920.99
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 3-25STRMSWR	PAY 3-25 ANNUAL STORM SWR REP	R	8/18/2025	11,918.22		253001		11,918.22
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-PAY 4-NW NTHLWN	PAY 4-NW NTHLWN TULTY IMP P4	R	8/18/2025	105,744.98		253002		105,744.98
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-RES #2025-301	SDWLK/SAN UPSIZE-TRSL RDG P7	R	8/18/2025	54,340.50		253003		54,340.50
			*** VENDOR TOTALS ***			4 CHECKS		227,924.69
008578	ACCESS TECHNOLOGIES INC							
I-INV1820630	6/30/25-7/30/25 STATEMENT	R	8/18/2025	2,082.93		253004		2,082.93
			*** VENDOR TOTALS ***			1 CHECKS		2,082.93
000003	ACCO UNLIMITED CORP							
I-0252532-IN	CHEMICALS PRAC	R	8/18/2025	1,624.06		253005		
I-0254084-IN	CHEMICALS - CFAC	R	8/18/2025	2,522.60		253005		
I-0255317-IN	CHEMICALS - PRAC	R	8/18/2025	625.20		253005		
I-0255380-IN	CHEMICALS - PRAC	R	8/18/2025	850.00		253005		
I-0255463-IN	CHEMICALS - CFAC	R	8/18/2025	2,574.20		253005		
I-0255464-IN	CHEMICALS - PRAC	R	8/18/2025	532.00		253005		
I-0255563-IN	CHEMICAL PRAC	R	8/18/2025	717.60		253005		9,445.66
			*** VENDOR TOTALS ***			1 CHECKS		9,445.66
000164	G & S HARDWARE INC							
I-211130/2	MKNG PNT/BLADE -PKS	R	8/18/2025	34.97		253006		34.97
			*** VENDOR TOTALS ***			1 CHECKS		34.97

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
005541	ACUSHNET COMPANY							
I-921091103	MERCHANDISE FOR RESALE	R	8/18/2025	338.50		253007		
I-921091718	MERCHANDISE FOR RESALE	R	8/18/2025	443.52		253007		
I-921091733	MERCHANDISE FOR RESALE	R	8/18/2025	312.62		253007		
I-921091746	MERCHANDISE FOR RESALE	R	8/18/2025	506.56		253007		
I-921143550	MERCHANDISE FOR RESALE	R	8/18/2025	280.62		253007		1,881.82
	*** VENDOR TOTALS ***					1 CHECKS		1,881.82
012303	AECOM TECHNICAL SERVICES, INC							
I-2001046037 #5	PAY 5-I35/36TH ST INT IMP	E	8/20/2025	4,982.27		012502		4,982.27
	*** VENDOR TOTALS ***					1 CHECKS		4,982.27
007297	J F AHERN COMPANY							
I-745642	SPRINKLER REPAIRS - KL	R	8/18/2025	982.50		253008		982.50
	*** VENDOR TOTALS ***					1 CHECKS		982.50
000226	AIRGAS NORTH CENTRAL INC							
I-9163021240	OXYGEN - FD	R	8/18/2025	105.01		253009		105.01
	*** VENDOR TOTALS ***					1 CHECKS		105.01
011840	ALL AMERICAN FIRE EQUIPMENT IN							
I-404227B	FIRE EQUIPMENT - FD	R	8/18/2025	252.10		253010		252.10
	*** VENDOR TOTALS ***					1 CHECKS		252.10
009262	AMAZON CAPITAL SERVICES INC							
C-1L1R-9FDX-F37H	CR: KEY RINGS - PD	E	8/20/2025	8.98CR		012484		
I-11HR-3LJC-44QX	CHALKS/BAGS/MISC -P&R	E	8/20/2025	186.95		012484		
I-13PV-FCJX-6PWD	HAND SOAP - PD	E	8/20/2025	42.39		012484		
I-144Y-G7KQ-CQJ1	SPOT REMOVER - KL	E	8/20/2025	34.99		012484		
I-16HM-RPK6-C73F	FLASH DRIVES - KL	E	8/20/2025	16.87		012484		
I-17P6-WMMQ-QG7W	TSHIRTS -KL	E	8/20/2025	80.86		012484		
I-17X6-VDQM-MYC6	LABEL HOLDERS - KL	E	8/20/2025	41.88		012484		
I-19TW-1Q7X-RR6T	STATION SUPPLIES - FD	E	8/20/2025	310.82		012484		
I-1D34-G6WH-QX14	MULTIMEDIA- KL	E	8/20/2025	12.98		012484		
I-1DKY-M6NG-F94P	PEGBOARD - PD	E	8/20/2025	13.98		012484		
I-1F9X-9JMY-V9LC	MISC BOOKS - KL	E	8/20/2025	143.07		012484		
I-1FDF-QRGW-6K34	KEYRINGS - PD	E	8/20/2025	5.89		012484		
I-1FMR-QHVM-CCCD	STATION 4 FFE - FD	E	8/20/2025	233.42		012484		
I-1FND-67FR-GP7K	MULTIMEDIA - KL	E	8/20/2025	24.96		012484		
I-1GWR-N9GG-XRYW	EMPLOYEE TAILGATE SUPPLIES	E	8/20/2025	334.86		012484		
I-1HMD-KNG4-JDDT	TOUCH UP PEN - PD	E	8/20/2025	9.15		012484		
I-1J33-K39V-P4FY	MULTIMEDIA - KL	E	8/20/2025	374.91		012484		
I-1JNX-46XV-74QJ	MISC BOOKS - KL	E	8/20/2025	126.45		012484		
I-1JPF-FGQ6-CFDT	CALCULATORS - HR	E	8/20/2025	138.40		012484		
I-1K6X-FD14-DVKV	GROUND ANCHORS - PRSC	E	8/20/2025	400.00		012484		
I-1KGY-7F1P-M6TK	FOLDERS - HR	E	8/20/2025	40.08		012484		
I-1KK1-VRMH-T9NC	MULTIMEDIA - KL	E	8/20/2025	53.86		012484		
I-1KMW-1RM9-9TPP	PERSONNEL FOLDERS - HR	E	8/20/2025	55.95		012484		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-1KP9-PFL7-RPD6	LABEL HOLDERS - KL	E	8/20/2025	35.98		012484		
I-1KQ6-Y6DW-WPJ1	STATION 4 FFE - FD	E	8/20/2025	755.30		012484		
I-1KVH-CXHF-9NML	MULTIMEDIA - KL	E	8/20/2025	13.98		012484		
I-1M63-L79D-KGC9	BATTERIES - PW	E	8/20/2025	104.50		012484		
I-1MQR-NKKQ-91L6	DESK CONVERTER - PD	E	8/20/2025	281.82		012484		
I-1MVF-F3CM-3J3Y	OFFICE CHAIR - FS#4	E	8/20/2025	79.99		012484		
I-1ND7-MNGH-F6W3	LABELS/CABLE - IT	E	8/20/2025	116.94		012484		
I-1NL3-HRPM-7RP9	STA 4 FFE CHAIRS	E	8/20/2025	1,999.25		012484		
I-1NP3-VWJP-PVHR	OFFICE SUPPLIES - FINANCE	E	8/20/2025	13.54		012484		
I-1QVL-LQPM-VQ9H	TRASH CANS - PD	E	8/20/2025	12.99		012484		
I-1QXK-NLDD-YRDX	MULTIMEDIA - KL	E	8/20/2025	64.88		012484		
I-1R9R-M7RV-7Y7Q	TAPE/EVIDENCE SUPPLIES - PD	E	8/20/2025	93.13		012484		
I-1RDQ-RRWX-1NFP	CLIPBOARD - PSB	E	8/20/2025	28.45		012484		
I-1RKX-FCKF-YN3F	LANYARDS - P&R	E	8/20/2025	129.90		012484		
I-1RVV-LY4R-T3FG	UNIT #740 FUEL FILTER	E	8/20/2025	38.90		012484		
I-1TC1-LYCM-CMDW	SOAP DISPENSER - ACC	E	8/20/2025	18.51		012484		
I-1TL6-L1X4-DDPN	KEYRINGS - PD	E	8/20/2025	8.98		012484		
I-1TY1-XP6V-6KX1	BREAKROOM/PENCILS/KEYRINGS-PD	E	8/20/2025	124.79		012484		
I-1VJ3-YXTW-Y1G6	OFFICE SUPPLIES - ENG	E	8/20/2025	29.98		012484		
I-1WL3-VLN4-FHQT	ANNUAL PRIME MEMBERSHIP RNWL	E	8/20/2025	349.00		012484		
I-1XWM-PDKM-M44Y	BEAD NECKLACES-COMMUNICATIONS	E	8/20/2025	50.96		012484		
I-1XYH-PXFP-KRWK	SUBLIMATION SPRAY - KL	E	8/20/2025	16.99		012484		
I-1Y1J-QQGF-W3C1	CONCRETE SAW FUEL FILTER-MU	E	8/20/2025	34.95		012484		7,077.45
	*** VENDOR TOTALS ***					1 CHECKS		7,077.45
007835	AMERICAN RED CROSS-TRAINING SV							
I-22921686	LIFEGUARDING CERTS	R	8/18/2025	141.00		253011		141.00
	*** VENDOR TOTALS ***					1 CHECKS		141.00
000043	ANKENY COMMUNITY SCHOOLS							
I-FY26 #2 AUG GYM	AUGUST 2025 GYM USE FEE	R	8/18/2025	6,300.00		253012		6,300.00
	*** VENDOR TOTALS ***					1 CHECKS		6,300.00
011996	ANKENY HARDWARE STORE LLC							
I-1186696	HILLMAN - PKS	E	8/20/2025	12.72		012493		
I-1187108	UNIT #692 COUPLING	E	8/20/2025	8.49		012493		
I-1187598	HILLMAN - PKS	E	8/20/2025	23.48		012493		
I-1187758	RED MARKING PAINT- PKS	E	8/20/2025	18.98		012493		
I-1187867	HILLMAN - PRSC	E	8/20/2025	2.79		012493		
I-1188012	TRAP/SEALNT/TUBE - CH	E	8/20/2025	16.37		012493		
I-1188060	HANGERS - PD	E	8/20/2025	13.76		012493		
I-1188869	MOUNTING TAPE -PD	E	8/20/2025	13.49		012493		
I-1189085	CHAINSAW CHAINS - PKS	E	8/20/2025	63.98		012493		
I-1189147	SILICONE MAX KB SLNT - PKS	E	8/20/2025	12.99		012493		187.05
	*** VENDOR TOTALS ***					1 CHECKS		187.05

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003319	MIDWEST SOLID WASTE							
I-2065882	08/2025 WASTE SERVICES	R	8/18/2025	3,545.46		253013		3,545.46
	*** VENDOR TOTALS ***					1 CHECKS		3,545.46
004201	TSJM TOWING SERVICE LLC							
I-25-68814	TOW/HOOK FEE - PD	R	8/18/2025	65.00		253014		65.00
	*** VENDOR TOTALS ***					1 CHECKS		65.00
012255	HENRY-RAE LLC							
I-07/2025 ART CAMP	7/28-8/1 ART CAMP	R	8/18/2025	576.00		253015		576.00
	*** VENDOR TOTALS ***					1 CHECKS		576.00
011955	MH LOGISTICS CORP							
I-0063951-IN	ROTARY UNION - MU	E	8/20/2025	243.01		012491		243.01
	*** VENDOR TOTALS ***					1 CHECKS		243.01
000057	ARNOLD MOTOR SUPPLY							
C-15CR018335	CR: #413 #82 CORES	R	8/18/2025	48.00CR		253016		
C-15CR018337	CR: UNIT #724 CORE	R	8/18/2025	65.00CR		253016		
I-15NV215906	UNIT #53 PADS/ROTORS	R	8/18/2025	267.53		253016		
I-15NV215916	OIL FILTERS - CG	R	8/18/2025	40.57		253016		
I-15NV215925	UNIT #53 AIR FILTER	R	8/18/2025	22.99		253016		
I-15NV215944	OIL FILTERS - CG	R	8/18/2025	18.46		253016		
I-15NV215956	UNIT #127 OIL FILTER	R	8/18/2025	41.81		253016		
I-15NV215982	OIL FILTERS - CG	R	8/18/2025	58.32		253016		
I-15NV216101	AIR FILTERS - CG	R	8/18/2025	68.97		253016		
I-15NV216134	UNIT #67 AIR FILTER	R	8/18/2025	11.71		253016		
I-15NV216158	UNIT #84 PARTS	R	8/18/2025	59.65		253016		
I-15NV216291	UNIT #202 OIL FILTER	R	8/18/2025	5.17		253016		
I-15NV216321	CABIN AIR FILTERS - CG	R	8/18/2025	30.98		253016		
I-15NV216322	AIR/FUEL FILTERS - CG	R	8/18/2025	125.35		253016		
I-15NV216429	UNIT #664 AIR/OIL/FUEL FILTERS	R	8/18/2025	60.63		253016		
I-15NV216441	LOCK FASTENER - CG	R	8/18/2025	136.10		253016		
I-15NV216468	BLADE FUSES - PRSC	R	8/18/2025	10.17		253016		
I-15NV216636	UNIT #724 STARTER MOTOR	R	8/18/2025	212.50		253016		
I-15NV216651	AIR/OIL FILTERS - CG	R	8/18/2025	62.94		253016		
I-15NV216704	AIR/OIL FILTERS - CG	R	8/18/2025	49.98		253016		
I-15NV216719	UNIT #82 BATTERY	R	8/18/2025	175.20		253016		
I-15NV216776	UNIT #413 BATTERY	R	8/18/2025	188.76		253016		
I-15NV216991	SHOP SUPPLIES - CG	R	8/18/2025	5.10		253016		
I-15NV216995	AIR FILTERS - CG	R	8/18/2025	30.62		253016		
I-15NV217083	UNIT #710 ABS SENSOR	R	8/18/2025	28.42		253016		
I-15NV217094	UNIT #710 STRUT ASSEMBLY	R	8/18/2025	116.17		253016		
I-15NV217097	OIL FILTERS - CG	R	8/18/2025	21.02		253016		1,736.12
	*** VENDOR TOTALS ***					1 CHECKS		1,736.12

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012092	ASCENDANCE TRUCKS LLC							
I-XA301036730:01	UNIT #277 HOSE/CLAMP	E	8/20/2025	30.94		012498		
I-XA301036730:02	UNIT #277 CLAMP	E	8/20/2025	63.52		012498		94.46
	*** VENDOR TOTALS ***					1 CHECKS		94.46
002549	ATLANTIC BOTTLING COMPANY							
I-5267759	BEVERAGES FOR RESALE -CFAC	R	8/18/2025	1,183.78		253017		
I-5267760	BEVERAGE FOR RESALE-OC	R	8/18/2025	1,188.25		253017		
I-5268313	BEVERAGES FOR RESALE - PRAC	R	8/18/2025	124.20		253017		
I-5277535	BEVERAGES FOR RESALE - CFAC	R	8/18/2025	567.05		253017		
I-5278571	BEVERAGES FOR RESALE - OC	R	8/18/2025	747.50		253017		3,810.78
	*** VENDOR TOTALS ***					1 CHECKS		3,810.78
000067	BAKER & TAYLOR INC							
I-2039207986	MISC BOOKS - KL	E	8/20/2025	866.02		012436		866.02
	*** VENDOR TOTALS ***					1 CHECKS		866.02
006127	BATTERIES PLUS BULBS #203							
I-P84351972	BATTERIES - PD	R	8/18/2025	35.96		253018		35.96
	*** VENDOR TOTALS ***					1 CHECKS		35.96
005864	JACOB BEACH							
I-07/24/25 BOOTS	07/2025 BOOTS	E	8/20/2025	129.50		012508		129.50
	*** VENDOR TOTALS ***					1 CHECKS		129.50
008309	BERENS-TATE CONSULTING GROUP I							
I-818600-000E 7/2025	ARB REBATE CALC 20A GO	R	8/18/2025	4,000.00		253019		4,000.00
	*** VENDOR TOTALS ***					1 CHECKS		4,000.00
006349	HY-VEE INC-BDI							
I-96586	ALCOHOL FOR RESALE-OC	R	8/18/2025	1,419.28		253020		1,419.28
	*** VENDOR TOTALS ***					1 CHECKS		1,419.28
012478	BARBARA L. BIRTCHER							
I-08/2025 PERM ESMNT	08/2025 PERMANENT EASEMENT	R	8/18/2025	200.00		253021		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
005950	BLACKSTONE AUDIO INC							
C-CM318455	CR: RFID PROCESSING KL	R	8/18/2025	5.00CR		253022		
I-2205348	MULTIMEDIA/SHELF SVCS-KL	R	8/18/2025	918.56		253022		913.56
	*** VENDOR TOTALS ***					1 CHECKS		913.56
002874	BLANK PARK ZOO & FOUNDATION							
I-07/27/2025 NATURE	7/27/25 NATURE CLUB	R	8/18/2025	192.00		253023		192.00
	*** VENDOR TOTALS ***					1 CHECKS		192.00

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012479	BLOYER RENTALS, LLC							
I-08/2025 LAND IMP	08/2025 LAND IMPROVEMENTS	R	8/18/2025	16,800.00		253024		
I-08/2025 ROW	08/2025 RIGHT-OF-WAY	R	8/18/2025	5,100.00		253024		
I-08/2025 TEMP ESMNT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	3,470.00		253024		25,370.00
	*** VENDOR TOTALS ***					1 CHECKS		25,370.00
007515	EFFLUENT INC							
I-I12200	07/2025 RENTALS - PKS	R	8/18/2025	1,515.00		253025		1,515.00
	*** VENDOR TOTALS ***					1 CHECKS		1,515.00
008100	BOMGAARS SUPPLY INC							
I-65406802	SHOVELS - MU	R	8/18/2025	26.98		253026		
I-65408052	BOOTS - C. SEARS	R	8/18/2025	139.99		253026		
I-65408607	BATTERIES - MU	R	8/18/2025	14.37		253026		181.34
	*** VENDOR TOTALS ***					1 CHECKS		181.34
005174	BOUND TREE MEDICAL LLC							
I-85843061	EMS SUPPLIES	R	8/18/2025	133.82		253027		
I-85846437	EMS SUPPLIES	R	8/18/2025	12.09		253027		
I-85847915	EMS SUPPLIES	R	8/18/2025	790.39		253027		
I-85854388	EMS SUPPLIES	R	8/18/2025	668.29		253027		
I-85855936	EMS SUPPLIES	R	8/18/2025	1,446.61		253027		3,051.20
	*** VENDOR TOTALS ***					1 CHECKS		3,051.20
011616	TANYA BOYLE							
I-07/08/25-09/09/25	07/25-09/25 CORE/STRENGTH/BURN	E	8/20/2025	495.00		012521		495.00
	*** VENDOR TOTALS ***					1 CHECKS		495.00
004591	GREATER DSM COMMUNITY FOUNDATI							
I-FY26 #1	MAY-JULY 2025 HOTEL/MOTEL	R	8/18/2025	192,130.61		253028		192,130.61
	*** VENDOR TOTALS ***					1 CHECKS		192,130.61
000127	BRICK GENTRY PC							
I-451477	07/25/2025 STATEMENT 224.016	R	8/18/2025	2,450.00		253029		
I-451478	07/25/2025 STATEMENT 224.008	R	8/18/2025	600.00		253029		
I-451479	7/25/25 STATEMENT 224.017	R	8/18/2025	200.00		253029		
I-451481	07/25/2025 STATEMENT 224.031	R	8/18/2025	273.25		253029		
I-451483	7/25/2025 STATEMENT 224.003	R	8/18/2025	1,780.00		253029		
I-451484	7/25/2025 STATEMENT 224.004	R	8/18/2025	3,570.00		253029		
I-451486	7/25/2025 STATEMENT 224.093	R	8/18/2025	240.00		253029		
I-451487	7/25/2025 STATEMENT 224.014	R	8/18/2025	440.00		253029		9,553.25
	*** VENDOR TOTALS ***					1 CHECKS		9,553.25

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			DATE				NO	STATUS	AMOUNT
003014	BRADLEY BROWN								
	I-08/2025 LAND IMP	08/2025 LAND IMPROVEMENTS	R	8/18/2025	23,000.00		253030		
	I-08/2025 ROW	08/2025 RIGHT-OF-WAY	R	8/18/2025	5,100.00		253030		
	I-08/2025 TEMP ESMNT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	3,800.00		253030		31,900.00
		*** VENDOR TOTALS ***					1 CHECKS		31,900.00
001757	BROWNELLS INC								
	I-2025412231223	WEAPON PARTS - PD	R	8/18/2025	136.21		253031		136.21
		*** VENDOR TOTALS ***					1 CHECKS		136.21
004126	CALHOUN-BURNS AND								
	I-115297-3	2025 BRIDGE INSPECTION	R	8/18/2025	2,407.25		253032		2,407.25
		*** VENDOR TOTALS ***					1 CHECKS		2,407.25
012480	HALEY CASTELLINE								
	I-08/2025 LAND IMP	08/2025 LAND IMPROVEMENTS	R	8/18/2025	600.00		253033		
	I-08/2025 TEMP ESMNT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	1,555.00		253033		2,155.00
		*** VENDOR TOTALS ***					1 CHECKS		2,155.00
012046	CB&I STORAGE TANK SOLUTIONS LL								
	I-252422-09 #9	PAY 9-NW IRVNDLE DR-ELVTD STRG	E	8/20/2025	431,015.00		012496		431,015.00
		*** VENDOR TOTALS ***					1 CHECKS		431,015.00
005278	CDW GOVERNMENT								
	I-AF1886B	CROWDSTRIKE IDENTITY PROT	E	8/20/2025	8,065.00		012471		
	I-AF1U25B	CISCO MOUNTING BRACKET - FS#4	E	8/20/2025	16.14		012471		
	I-AF1X17F	WALL MOUNT BRACKET - FS#4	E	8/20/2025	43.12		012471		
	I-AF1XZ5L	PAGING ADAPTER - FS#4	E	8/20/2025	532.57		012471		8,656.83
		*** VENDOR TOTALS ***					1 CHECKS		8,656.83
004635	CENTRAL IOWA OFFICIALS LLC								
	I-FALL 25 SB OFFICLS	FALL 2025 SB OFFICIALS	R	8/18/2025	2,380.00		253034		2,380.00
		*** VENDOR TOTALS ***					1 CHECKS		2,380.00
002487	NCH CORPORATION								
	I-9144902	CABINET MAINTENANCE - TRAFFIC	R	8/18/2025	564.34		253035		564.34
		*** VENDOR TOTALS ***					1 CHECKS		564.34
012027	STEM2WIN								
	I-07/28/25-07/31/25	FY26 STEM2WIN SLIMETOPIA	R	8/18/2025	5,405.40		253036		5,405.40
		*** VENDOR TOTALS ***					1 CHECKS		5,405.40
003746	CHASE SIGNS & GRAPHICS INC								
	I-29293	CONFERENCE ROOM DECALS - FD	R	8/18/2025	715.15		253037		715.15
		*** VENDOR TOTALS ***					1 CHECKS		715.15

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011576	CINTAS CORPORATION							
C-9331223254	CR: LOSS CHARGES - PW	R	8/18/2025	119.98CR		253038		
I-4234578231	6/23/25 SVCS - WASTEWATER	R	8/18/2025	170.15		253038		
I-4235468400	7/01/25 SVCS - STREETS	R	8/18/2025	581.48		253038		
I-4235468443	7/01/25 SVCS - WATER	R	8/18/2025	195.90		253038		
I-4235468642	MAT RENTALS - LAKESIDE	R	8/18/2025	27.46		253038		
I-4237459488	7/21/25 SVCS - WASTEWATER	R	8/18/2025	169.58		253038		
I-4238185945	7/28/25 SVCS - WASTEWATER	R	8/18/2025	169.58		253038		
I-4238188412	SUPPLY RENTALS - ACC	R	8/18/2025	31.50		253038		
I-4238337532	7/29/25 SVCS - WATER	R	8/18/2025	195.90		253038		
I-4238337553	7/29/25 SVCS - STREETS	R	8/18/2025	461.50		253038		
I-4238513236	BANQUET SUPPLY RENTALS - OC	R	8/18/2025	210.46		253038		
I-4238927797	SUPPLY RENTALS - ACC	R	8/18/2025	31.50		253038		
I-4239112704	UNIFORM RENTALS - OCM	R	8/18/2025	83.93		253038		
I-4239117601	8/05/25 SVCS - STREETS	R	8/18/2025	451.49		253038		
I-4239117829	MAT AND UNIFORM RENTAL-PKS	R	8/18/2025	126.09		253038		
I-4239259004	SUPPLY RENTALS-OC	R	8/18/2025	159.17		253038		
I-4239673761	SUPPLY RENTALS-ACC	R	8/18/2025	31.50		253038		2,977.21
	*** VENDOR TOTALS ***					1 CHECKS		2,977.21
002726	CITY OF DES MOINES TREASURY							
I-141519	FY26 #3 WRA MONTHLY ALLOCATION	R	8/18/2025	736,557.70		253039		736,557.70
	*** VENDOR TOTALS ***					1 CHECKS		736,557.70
002407	CIVIL DESIGN ADVANTAGE LLC							
I-49632 #5	PAY 5- WSTLWN PLACE UTLTY IMP	E	8/20/2025	79,603.14		012459		79,603.14
	*** VENDOR TOTALS ***					1 CHECKS		79,603.14
011808	GABRIELLE CLARK							
I-07/26/2025 YOGA	7/26/25 YOGA	R	8/18/2025	25.00		253040		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
009761	CLEAR BROOK COUNSELING PROFESS							
I-4/23/25 LIPPERT	4/23/25 SVCS - C. LIPPERT	R	8/18/2025	100.00		253041		
I-6/13/25 BERNARD	6/13/25 SVCS - M. BERNARD	R	8/18/2025	100.00		253041		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
012481	COLONIAL DEVELOPERS 2 LLC							
I-08/2025 TEMP ESMNT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	1,720.00		253042		1,720.00
	*** VENDOR TOTALS ***					1 CHECKS		1,720.00
002992	CONSTRUCTION MATERIALS TESTING							
I-55582	CYLINDER BREAKS - PCC PATCHING	E	8/20/2025	728.00		012462		
I-55641	CYLINDER BREAKS - ENG	E	8/20/2025	208.00		012462		
I-55685	CYLINDER MOLDS - PCC PATCHING	E	8/20/2025	111.42		012462		1,047.42
	*** VENDOR TOTALS ***					1 CHECKS		1,047.42

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002559	CONSUMERS ENERGY							
I-07/01/25-08/01/25	08/08/2025 STATEMENT	E	8/20/2025	2,720.10		012461		2,720.10
	*** VENDOR TOTALS ***					1 CHECKS		2,720.10
002464	CONTINENTAL RESEARCH CORPORATI							
I-65009	LIFT STATION DEGREASER	E	8/20/2025	1,331.34		012460		1,331.34
	*** VENDOR TOTALS ***					1 CHECKS		1,331.34
009277	CONVERGE ONE INC							
I-INV1077257	IPADS - PD	E	8/20/2025	3,838.74		012485		
I-INV1077557	JAMF SOLUTION	E	8/20/2025	1,500.00		012485		5,338.74
	*** VENDOR TOTALS ***					1 CHECKS		5,338.74
000146	CENTURY HOMES CO							
I-92257IN	FIELD MKNG/BLOCKS - PRSC	R	8/18/2025	642.64		253043		
I-92258IN	IGNITION SEED - PRSC	R	8/18/2025	215.00		253043		
I-92748IN	HERBICIDE - OC	R	8/18/2025	586.72		253043		
I-92987IN	HERBICIDE - OCM	R	8/18/2025	289.72		253043		
I-93017IN	HERBICIDE - PRSC	R	8/18/2025	365.38		253043		2,099.46
	*** VENDOR TOTALS ***					1 CHECKS		2,099.46
001003	ED DANIELS							
I-124172	FILTERS - PW	E	8/20/2025	262.54		012443		
I-124173	FILTERS - KL	E	8/20/2025	714.36		012443		
I-124174	FILTERS - LAKESIDE	E	8/20/2025	28.16		012443		1,005.06
	*** VENDOR TOTALS ***					1 CHECKS		1,005.06
009427	AMY DAWSON							
I-07/2025 MILEAGE	07/2025 MILEAGE	E	8/20/2025	15.96		012515		
I-07/29/25-07/30/25	07/29-07/30/25 TRAINING MILEGE	E	8/20/2025	56.00		012515		71.96
	*** VENDOR TOTALS ***					1 CHECKS		71.96
003099	DELL MARKETING L P							
I-10827653416	DELL Q3 PC ORDER	R	8/18/2025	27,647.28		253044		27,647.28
	*** VENDOR TOTALS ***					1 CHECKS		27,647.28
002731	TREASURER OF THE STATE OF IOWA							
I-344433	RANGE RENTAL - PD	R	8/18/2025	495.00		253045		495.00
	*** VENDOR TOTALS ***					1 CHECKS		495.00
000593	OMG MIDWEST INC dba DES MOINES							
I-PAY 2-25 ASPHALT	PAY 2-2025 ASPHALT ST RSRFCE	R	8/18/2025	229,413.60		253046		229,413.60
	*** VENDOR TOTALS ***					1 CHECKS		229,413.60

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012363	T. SCOTT ENTERPRISES, LLC							
I-15306	ACC SIGN	E	8/20/2025	30.00		012503		
I-15608	SIGNS ACPD	E	8/20/2025	79.00		012503		
I-15771	SIGNS -ACC	E	8/20/2025	141.80		012503		250.80
	*** VENDOR TOTALS ***					1 CHECKS		250.80
004568	DOLL DISTRIBUTING LLC							
I-1818230	ALCOHOL FOR RESALE-HAWKEYE	E	8/20/2025	441.30		012468		
I-1820330	ALCOHOL FOR RESALE-OC	E	8/20/2025	1,839.15		012468		
I-1825498	ALCOHOL FOR RESALE-OC	E	8/20/2025	1,282.50		012468		3,562.95
	*** VENDOR TOTALS ***					1 CHECKS		3,562.95
002143	DOORS INC							
I-363676	LOCK REPAIR - CFAC	E	8/20/2025	150.00		012454		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
002155	EASY PICKER GOLF PRODUCTS INC							
I-0222269-IN	POWER SUPPLY INSERT-OC	E	8/20/2025	52.44		012455		52.44
	*** VENDOR TOTALS ***					1 CHECKS		52.44
006319	EDWARD DON AND COMPANY							
C-71365820	CR: CUPS OC	R	8/18/2025	79.65CR		253047		
C-71366198	CR: TOWEL ROLLS - OC	R	8/18/2025	30.42CR		253047		
C-80430017	CR: VENTED LIDS - OC	R	8/18/2025	35.28CR		253047		
I-33854855	SUPPLIES BLDG/RESALE-OC	R	8/18/2025	448.17		253047		302.82
	*** VENDOR TOTALS ***					1 CHECKS		302.82
008988	ELITE GLASS & METAL LLC							
I-SM-26407	WATER TEST WINDOWS-ACC	R	8/18/2025	360.00		253048		360.00
	*** VENDOR TOTALS ***					1 CHECKS		360.00
011950	EMMONS & OLIVIER RESOURCES, IN							
I-01364-0008-1	NEPA REVIEW	R	8/18/2025	8,304.00		253049		8,304.00
	*** VENDOR TOTALS ***					1 CHECKS		8,304.00
011454	ENCORE DANCE ACADEMY							
I-08/04/25-08/08/25	ENCORE DANCE CAMPS	E	8/20/2025	1,720.00		012488		1,720.00
	*** VENDOR TOTALS ***					1 CHECKS		1,720.00
005478	EXCEL MECHANICAL COMPANY INC							
I-183470	HVAC REPAIRS -PD	E	8/20/2025	1,039.00		012472		
I-183549	HVAC REPAIR-OC CLBHSE	E	8/20/2025	1,528.32		012472		
I-183551	HVAC REPAIRS-PD	E	8/20/2025	1,074.96		012472		
I-184318	AIR CON REPAIR -WW PLANT	E	8/20/2025	676.16		012472		
I-184319	SERVICE CHECK /REPAIRS-WW	E	8/20/2025	251.03		012472		
I-184320	SERVICE CK /REPAIRS - OC CLBHS	E	8/20/2025	374.76		012472		4,944.23
	*** VENDOR TOTALS ***					1 CHECKS		4,944.23

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002285	FASTENAL COMPANY							
I-IADES459344	BUILDING SUPPLIES - CG	E	8/20/2025	51.48		012458		51.48
	*** VENDOR TOTALS ***					1 CHECKS		51.48
007648	DAIOHS USA INC							
I-MN-489128	COFFEE SERVICES - CH	E	8/20/2025	122.66		012478		
I-MN-561293	COFFEE SERVICES - CH	E	8/20/2025	62.66		012478		185.32
	*** VENDOR TOTALS ***					1 CHECKS		185.32
010286	AT&T MOBILITY II LLC							
I-07272025 FD	06/20/25-07/19/25 STATEMENT-FD	R	8/18/2025	930.08		253050		930.08
010286	AT&T MOBILITY II LLC							
I-07272025 PD	06/20/25-07/19/25 STATEMENT-PD	R	8/18/2025	1,953.07		253051		1,953.07
	*** VENDOR TOTALS ***					2 CHECKS		2,883.15
000211	GALE							
I-999100733194	MISC BOOKS - KL	E	8/20/2025	24.74		012437		
I-999100735056	MISC BOOKS -KL	E	8/20/2025	74.22		012437		
I-999100735067	MISC BOOKS -KL	E	8/20/2025	83.22		012437		
I-999100735068	MISC BOOKS -KL	E	8/20/2025	41.98		012437		
I-999100735069	MISC BOOKS -KL	E	8/20/2025	53.98		012437		
I-999100740454	MISC BOOKS - KL	E	8/20/2025	20.99		012437		
I-999100741995	MISC BOOK - KL	E	8/20/2025	49.48		012437		
I-999100753310	MISC BOOKS - KL	E	8/20/2025	76.87		012437		
I-999100763802	MISC BOOKS - KL	E	8/20/2025	40.49		012437		
I-999100780036	MISC BOOKS - KL	E	8/20/2025	56.23		012437		
I-999100780048	MISC BOOKS - KL	E	8/20/2025	200.18		012437		
I-999100783276	MISC BOOKS - KL	E	8/20/2025	113.96		012437		836.34
	*** VENDOR TOTALS ***					1 CHECKS		836.34
011998	GALLS PARENT HOLDINGS, LLC							
I-031840166	UNIFORMS - FD	E	8/20/2025	218.27		012494		
I-031840167	UNIFORMS - FD	E	8/20/2025	230.40		012494		
I-031936109	UNIFORMS - FD	E	8/20/2025	68.07		012494		
I-031936115	UNIFORMS - FD	E	8/20/2025	43.82		012494		
I-031936155	UNIFORMS - FD	E	8/20/2025	399.05		012494		
I-031959178	UNIFORMS - FD	E	8/20/2025	93.86		012494		
I-031959201	UNIFORMS - FD	E	8/20/2025	65.08		012494		
I-032048926	UNIFORMS - FD	E	8/20/2025	67.07		012494		
I-032048949	UNIFORMS - FD	E	8/20/2025	60.03		012494		
I-032048960	UNIFORMS - FD	E	8/20/2025	74.90		012494		
I-032061756	LORANG UNIFORM	E	8/20/2025	69.02		012494		
I-032061757	LORANG UNIFORM	E	8/20/2025	143.43		012494		
I-032074925	UNIFORMS - FD	E	8/20/2025	74.89		012494		
I-032074927	UNIFORMS - PD	E	8/20/2025	190.00		012494		
I-032074949	UNIFORMS - FD	E	8/20/2025	60.04		012494		
I-032089401	UNIFORMS - PD	E	8/20/2025	23.62		012494		
I-032103523	LORANG UNIFORM	E	8/20/2025	72.13		012494		1,953.68
	*** VENDOR TOTALS ***					1 CHECKS		1,953.68

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			DATE	AMOUNT		NO	STATUS	AMOUNT
008445	WHITNEY R GARCIA							
I-07/2025 MILEAGE	07/2025 MILEAGE	E	8/20/2025	32.55		012512		32.55
			*** VENDOR TOTALS ***			1 CHECKS		32.55
000227	GRAINGER							
C-9595538977	CR: BUILDING SUPPLIES - FD	E	8/20/2025	183.20CR		012438		
I-9541723459	TANK COVER - MP	E	8/20/2025	74.15		012438		
I-9571750265	HAND SOAP - PRSC	E	8/20/2025	445.86		012438		
I-9582983566	BUILDING SUPPLIES - FD	E	8/20/2025	419.83		012438		756.64
			*** VENDOR TOTALS ***			1 CHECKS		756.64
006348	GRAZIANO BROTHERS INC							
I-263228	FOOD FOR RESALE - OC	E	8/20/2025	216.80		012474		216.80
			*** VENDOR TOTALS ***			1 CHECKS		216.80
004543	GREATER DES MOINES CONVENTION							
I-24531	07/2025 HOTEL/MOTEL CONTRIBTN	E	8/20/2025	81,455.03		012467		81,455.03
			*** VENDOR TOTALS ***			1 CHECKS		81,455.03
004265	THE GREATER DES MOINES							
I-4021938	2025 REGIONAL SUMMIT	R	8/18/2025	65.00		253052		65.00
			*** VENDOR TOTALS ***			1 CHECKS		65.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-27906	7/31/25 COLD MIX	R	8/18/2025	2,053.75		253053		2,053.75
			*** VENDOR TOTALS ***			1 CHECKS		2,053.75
010205	HAWKEYE POLYGRAPH AND INVESTIG							
I-280	POLYGRAPH SERVICES - PD	R	8/18/2025	350.00		253054		350.00
			*** VENDOR TOTALS ***			1 CHECKS		350.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-167096	BEDLINER AND BED COVER	R	8/18/2025	1,040.00		253055		1,040.00
			*** VENDOR TOTALS ***			1 CHECKS		1,040.00
001978	HAWKINS INC							
I-7148623	AZONE/SODIUM HYDROXIDE-MU	R	8/18/2025	2,603.28		253056		2,603.28
			*** VENDOR TOTALS ***			1 CHECKS		2,603.28
003452	HDR ENGINEERING INC							
I-1200743972	HDR- E 1ST ST DDI REVIEW	R	8/18/2025	2,278.14		253057		
I-1200744023 #32	PAY 32-NW IRVNDLE ELVTD STRG T	R	8/18/2025	18,047.82		253057		20,325.96
			*** VENDOR TOTALS ***			1 CHECKS		20,325.96

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000248	HORNUNGS GOLF PRODUCTS							
I-714457	STOCK MERCH FOR RESALE - OC	R	8/18/2025	549.33		253058		
I-714612	STOCK MERCH FOR RESALE - OC	R	8/18/2025	17.75		253058		567.08
	*** VENDOR TOTALS ***					1 CHECKS		567.08
003098	HOTSY CLEANING SYSTEMS IN							
I-PSI-317721	FLEETWASH - PW	E	8/20/2025	163.80		012463		163.80
	*** VENDOR TOTALS ***					1 CHECKS		163.80
000959	PAUL HUBBARD							
I-06/25-07/25 PRKR	06/17/25-07/30/25 PARKOUR	E	8/20/2025	1,598.40		012507		1,598.40
	*** VENDOR TOTALS ***					1 CHECKS		1,598.40
000253	HY-VEE INC							
I-145374	BREAK ROOM SUPPLIES - PW	R	8/18/2025	47.95		253059		
I-696732	BREAKROOM SUPPLIES - PW	R	8/18/2025	50.47		253059		98.42
	*** VENDOR TOTALS ***					1 CHECKS		98.42
009438	I-80 CONCRETE DESIGN LLC							
I-239	MANHOLE REPAIR	R	8/18/2025	12,029.44		253060		12,029.44
	*** VENDOR TOTALS ***					1 CHECKS		12,029.44
012469	SCOTT K. ILER							
I-08/2025 ROW	08/2025 RIGHT-OF-WAY	R	8/18/2025	900.00		253061		
I-08/2025(2) TMP EMT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	1,640.00		253061		2,540.00
	*** VENDOR TOTALS ***					1 CHECKS		2,540.00
008906	IMAGE TREND INC							
I-PS-INV117627	JULY 2025 BILLING BRIDGE	E	8/20/2025	6.50		012482		6.50
	*** VENDOR TOTALS ***					1 CHECKS		6.50
001616	INDUSTRIAL CHEM LAB							
I-416326	DEGREASER - MU	R	8/18/2025	146.61		253062		146.61
	*** VENDOR TOTALS ***					1 CHECKS		146.61
009565	INFOSEND INCORPORATED							
I-291879	07/2025 MAIL SERVICES	R	8/18/2025	8,551.70		253063		8,551.70
	*** VENDOR TOTALS ***					1 CHECKS		8,551.70
012246	INGRAM LIBRARY SERVICES LLC							
I-89374910	MISC BOOKS - KL	E	8/20/2025	453.66		012500		
I-89395859	MISC BOOKS - KL	E	8/20/2025	64.10		012500		
I-89432614	MISC BOOKS-KL	E	8/20/2025	313.53		012500		
I-89456303	MISC BOOKS - KL	E	8/20/2025	113.69		012500		
I-89484574	MISC BOOKS - KL	E	8/20/2025	1,741.50		012500		
I-89506136	MISC BOOKS -KL	E	8/20/2025	281.09		012500		
I-89528355	MISC BOOKS - KL	E	8/20/2025	169.21		012500		
I-89557456	MISC BOOKS - KL	E	8/20/2025	208.78		012500		

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			DATE				NO	STATUS	AMOUNT
I-89589837	MISC BOOKS - KL	E	8/20/2025		1,068.49		012500		
I-89604024	MISC BOOKS - KL	E	8/20/2025		363.07		012500		
I-89621245	MISC BOOKS -KL	E	8/20/2025		649.28		012500		
I-89646546	MISC BOOKS - KL	E	8/20/2025		341.85		012500		
I-89669323	MISC BOOKS - KL	E	8/20/2025		148.37		012500		5,916.62
			*** VENDOR TOTALS ***				1 CHECKS		5,916.62
000407	WEBER BATTERY INC								
I-1925901009932	STATION 4 SUPPLIES - FD	R	8/18/2025		354.60		253064		354.60
			*** VENDOR TOTALS ***				1 CHECKS		354.60
000372	IOWA ASSOCIATION OF WATER								
I-07/01/25-06/30/26	FY26 IAWA MEMBERSHIP	R	8/18/2025		1,775.45		253065		1,775.45
			*** VENDOR TOTALS ***				1 CHECKS		1,775.45
012435	IOWA CONTRACTING, INC								
I-PAY 2-25PCCSTPTCH	PAY 2-2025 PCC STRT PTCHNG PGM	E	8/20/2025		143,753.05		012504		143,753.05
			*** VENDOR TOTALS ***				1 CHECKS		143,753.05
000752	IOWA DEPARTMENT OF NATURAL RES								
I-FY26 7709000	PERMIT 7709000	R	8/18/2025		85.00		253066		85.00
			*** VENDOR TOTALS ***				1 CHECKS		85.00
000481	IOWA DIVISION OF CRIMINAL INVE								
I-2025 SORS-B.ANDRSN	2025 SEX OFFENDER SYMPOSM	R	8/18/2025		85.00		253067		85.00
			*** VENDOR TOTALS ***				1 CHECKS		85.00
001053	IOWA GOLF ASSOCIATION								
I-15527	GHIN HANDICAPS	E	8/20/2025		1,050.00		012444		1,050.00
			*** VENDOR TOTALS ***				1 CHECKS		1,050.00
005014	IOWA LEAGUE OF CITIES								
I-106638	GOV INVEST 8/25-7/26	R	8/18/2025		3,500.00		253068		3,500.00
			*** VENDOR TOTALS ***				1 CHECKS		3,500.00
003226	IOWA ONE CALL								
I-273091	6/30/25 FTP - MU	E	8/20/2025		1,339.20		012465		
I-273405	6/30/25 EMAIL - TRAFFIC	E	8/20/2025		186.30		012465		1,525.50
			*** VENDOR TOTALS ***				1 CHECKS		1,525.50
000272	IOWA PRISON INDUSTRIES								
I-302796	MEMORIAL - P&R	R	8/18/2025		27.00		253069		27.00
			*** VENDOR TOTALS ***				1 CHECKS		27.00

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000644	IOWA SIGNAL INC							
I-6577	IOWA SIGNAL 72825RESPONSE	R	8/18/2025	597.50		253070		597.50
	*** VENDOR TOTALS ***					1 CHECKS		597.50
001945	IOWA WORKFORCE DEVELOPMENT							
I-104098 6/30/25	BENEFIT CHARGES THRU 6/30/25	E	8/20/2025	5,002.00		012451		5,002.00
	*** VENDOR TOTALS ***					1 CHECKS		5,002.00
001534	IRON MOUNTAIN RECORDS							
I-KNRP574	SHREDDING SVCS - CH	E	8/20/2025	187.31		012445		187.31
	*** VENDOR TOTALS ***					1 CHECKS		187.31
009276	J & M GOLF INC							
I-0734649-IN	STOCK MERCH FOR RESALE - OC	R	8/18/2025	284.55		253071		284.55
	*** VENDOR TOTALS ***					1 CHECKS		284.55
012482	JADEE HOLDINGS LLC							
I-08/2025 LAND ACQ	08/2025 LAND ACQUISITION	R	8/18/2025	405.00		253072		
I-08/2025 LAND IMP	08/2025 LAND IMPROVEMENTS	R	8/18/2025	1,800.00		253072		
I-08/2025 PERM ESMNT	08/2025 PERMANENT EASEMENT	R	8/18/2025	5,580.00		253072		
I-08/2025(2) PRM EMT	08/2025 PERMANENT EASEMENT	R	8/18/2025	5,940.00		253072		13,725.00
	*** VENDOR TOTALS ***					1 CHECKS		13,725.00
005535	JETCO INC							
I-18774	PUMP STATION SERVICE - MU	R	8/18/2025	592.50		253073		592.50
	*** VENDOR TOTALS ***					1 CHECKS		592.50
006326	JOHNSON BROTHERS OF IOWA							
I-2207874	ALCOHOL FOR RESALE-OC	R	8/18/2025	1,199.40		253074		
I-2207875	BEVERAGES FOR RESALE - OC	R	8/18/2025	173.80		253074		1,373.20
	*** VENDOR TOTALS ***					1 CHECKS		1,373.20
011579	BRANDT JOHNSON							
I-7/30/2025	6/30/25-7/30/25 MILEAGE	E	8/20/2025	63.28		012520		63.28
	*** VENDOR TOTALS ***					1 CHECKS		63.28
000292	KARL CHEVROLET INC							
C-CMRO569037	CR: SQUAD CAR CORES	R	8/18/2025	150.00CR		253075		
I-CTCS594255	UNIT #82 REPAIRS	R	8/18/2025	190.00		253075		
I-CVW335859	DOUBLE CREDIT PAYMENT	R	8/18/2025	47.73		253075		87.73
	*** VENDOR TOTALS ***					1 CHECKS		87.73
012436	KEG 1 IOWA, LLC							
C-W-5475322	CR: ALCOHOL FOR RESALE -OC	E	8/20/2025	33.20CR		012505		
I-W-5494281	ALCOHOL FOR RESALE -OC	E	8/20/2025	802.20		012505		
I-W-5500597	ALCOHOL FOR RESALE -OC	E	8/20/2025	885.40		012505		
I-W-5500752	ALCOHOL FOR RESALE -HAWKEYE	E	8/20/2025	397.02		012505		2,051.42
	*** VENDOR TOTALS ***					1 CHECKS		2,051.42

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012000	KEY COOPERATIVE							
I-8751535	7/21/25 SUPER UNLEADED-PRSC	E	8/20/2025	270.03		012495		
I-8764300	8/04/25 SUP UNL/DSL	E	8/20/2025	19,220.69		012495		19,490.72
	*** VENDOR TOTALS ***					1 CHECKS		19,490.72
010491	ROXANNE BERARDI							
I-PAY1-25/26VEGMNT	PAY 1-25/26 NATIVE VEG MAINT	R	8/18/2025	1,662.50		253076		1,662.50
	*** VENDOR TOTALS ***					1 CHECKS		1,662.50
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-12220	8/4/25 ROUGH CUT MOWING	E	8/20/2025	235.20		012517		
I-12222	NUISANCE MOWING SVCS	E	8/20/2025	90.00		012517		
I-12272	NUISANCE MOWING SVCS	E	8/20/2025	90.00		012517		415.20
	*** VENDOR TOTALS ***					1 CHECKS		415.20
012487	LESAN-WEBER TRUST U/T/A DATED							
I-08/2025 PERM ESMNT	08/2025 PERMANENT EASEMENT	R	8/18/2025	5,575.00		253077		5,575.00
	*** VENDOR TOTALS ***					1 CHECKS		5,575.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-1300156872	ACCURINT VIRT CRIME CTR	E	8/20/2025	546.36		012489		546.36
	*** VENDOR TOTALS ***					1 CHECKS		546.36
009465	LIBERTY HOLDINGS INC							
I-253033	7/16/25 CONCRETE	R	8/18/2025	1,669.50		253078		
I-253203	7/18/25 CONCRETE	R	8/18/2025	1,749.00		253078		
I-253367	CONCRETE - PW	R	8/18/2025	954.00		253078		
I-253450	CONCRETE - PW	R	8/18/2025	795.00		253078		
I-253595	7/25/25 CONCRETE	R	8/18/2025	2,544.00		253078		7,711.50
	*** VENDOR TOTALS ***					1 CHECKS		7,711.50
000402	LINDE GAS & EQUIPMENT							
I-51300532	06/20/25-7/20/25 RENTALS	R	8/18/2025	52.55		253079		52.55
	*** VENDOR TOTALS ***					1 CHECKS		52.55
004810	LOGAN CONTRACTORS SUPPLY							
I-G19464	STREET SUPPLIES - PW	E	8/20/2025	758.40		012469		758.40
	*** VENDOR TOTALS ***					1 CHECKS		758.40
008362	DEREK LORD							
I-08/05/25-08/06/25	8/5-8/6/25 TRAINING RMBSMNT	E	8/20/2025	344.25		012511		344.25
	*** VENDOR TOTALS ***					1 CHECKS		344.25

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000285	LUBE-TECH & PARTNERS LLC							
I-3875184	WINDSHIELD WASH - CG	E	8/20/2025	142.45		012439		142.45
	*** VENDOR TOTALS ***					1 CHECKS		142.45
012173	MALWAREBYTES CORPORATE HOLDCO							
I-IN100314545	THREATDOWN ADVANCED - IT	E	8/20/2025	540.60		012499		540.60
	*** VENDOR TOTALS ***					1 CHECKS		540.60
008131	MARTIN BROTHERS DISTRIBUTING C							
I-2176143	FOOD FOR RESALE -CFAC	E	8/20/2025	2,409.86		012480		
I-2181592	FOOD FOR RESALE - CFAC	E	8/20/2025	987.85		012480		
I-2185261	FOOD FOR RESALE -CFAC	E	8/20/2025	992.19		012480		4,389.90
	*** VENDOR TOTALS ***					1 CHECKS		4,389.90
009346	MARY'S CLEANING CARE INC							
I-35520	JANITORIAL SUPPLIES - PW	R	8/18/2025	248.00		253080		
I-35522	FY26 CLEANING SUPPLIES-ACC	R	8/18/2025	1,404.00		253080		
I-35523	JANITORIAL SUPPLIES - KL	R	8/18/2025	1,404.00		253080		
I-35524	07/2025 CLEANINGS-LAKESIDE	R	8/18/2025	630.00		253080		3,686.00
	*** VENDOR TOTALS ***					1 CHECKS		3,686.00
002183	MCCLURE ENGINEERING CO							
I-161315 #17	PAY 17-SW DSM ST UTILTY IMP	R	8/18/2025	19,591.80		253081		19,591.80
	*** VENDOR TOTALS ***					1 CHECKS		19,591.80
012483	MCL PROPERTIES 2 LLC							
I-08/2025 TEMP ESMNT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	450.00		253082		
I-08/2025 TEMP ESMT2	08/2025 TEMPORARY EASEMENT	R	8/18/2025	1,085.00		253082		1,535.00
	*** VENDOR TOTALS ***					1 CHECKS		1,535.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-29206	JULY 2025 SERVICES	E	8/20/2025	2,596.00		012448		2,596.00
	*** VENDOR TOTALS ***					1 CHECKS		2,596.00
004747	MENARDS							
I-19769	STATION SUPPLIES - FD	R	8/18/2025	141.55		253083		
I-20682 7/16/25	CONCRETE MORTAR - MU	R	8/18/2025	67.16		253083		
I-20873	PLUNGER - PKS	R	8/18/2025	17.78		253083		
I-20925	DIESEL EXHAUST FLUID - MU	R	8/18/2025	31.96		253083		
I-20981	BLADES/MARKERS - TRAFFIC	R	8/18/2025	118.47		253083		
I-21012	TAPE/PRIMER/CEMENT/BATT-TRFC	R	8/18/2025	221.84		253083		
I-21019	COUPLING - TRAFFIC	R	8/18/2025	55.66		253083		
I-21187	EPOXY PUTTY - TRAFFIC	R	8/18/2025	5.29		253083		
I-21189	TOTES/RAGS - PRSC	R	8/18/2025	278.80		253083		
I-21228 7/29/25	FLOOR LEVELING	R	8/18/2025	1,310.21		253083		
I-21282	PLIERS/BATTERIES - MU	R	8/18/2025	160.96		253083		
I-21283	TOWER FAN - PW	R	8/18/2025	29.98		253083		
I-21313	WATER PUMP - P&R	R	8/18/2025	24.00		253083		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-21316	BITS - TRAFFIC	R	8/18/2025	61.43		253083		
I-21322	PRUNER BLADE - PW	R	8/18/2025	16.98		253083		
I-21353	CAULK GUN - PW	R	8/18/2025	53.66		253083		
I-21354	COMPOST - PW	R	8/18/2025	12.35		253083		
I-21470	CRACK SEALANT - PKS	R	8/18/2025	75.96		253083		
I-21472	BIT/ADAPTER/CORD - TRAFFIC	R	8/18/2025	123.10		253083		
I-21520	ELECTRICAL TAPE - TRAFFIC	R	8/18/2025	32.28		253083		
I-21554	STREET SUPPLIES - PW	R	8/18/2025	87.62		253083		
I-21562	STREET SUPPLIES - PW	R	8/18/2025	34.99		253083		
I-21611	SIDEWALK DRAINS - PKS	R	8/18/2025	201.30		253083		3,163.33
			*** VENDOR TOTALS ***			1 CHECKS		3,163.33
002907	MENARDS - ALTOONA							
I-22885	FLOORING	R	8/18/2025	1,063.14		253084		1,063.14
			*** VENDOR TOTALS ***			1 CHECKS		1,063.14
001931	METRO WASTE AUTHORITY							
I-70030479	07/2025 CURB IT FEES	E	8/20/2025	112,988.64		012450		112,988.64
			*** VENDOR TOTALS ***			1 CHECKS		112,988.64
001019	KORY J MILLER							
I-07/2025 MEALS	07/2025 BIKE PATROL MEALS	R	8/18/2025	51.13		253085		
I-07/23/25-07/24/25	07/23-7/24/25 MEALS	R	8/18/2025	33.41		253085		84.54
			*** VENDOR TOTALS ***			1 CHECKS		84.54
1	ACKERMAN, MEGAN E							
I-000202508132496	US REFUND	R	8/18/2025	56.22		252939		56.22
1	BALLARD, MATT T							
I-000202508132479	US REFUND	R	8/18/2025	44.81		252940		44.81
1	BATTERSON, BRITTANY							
I-000202508132489	US REFUND	R	8/18/2025	44.39		252941		44.39
1	BECKER, LARISSA							
I-000202508132487	US REFUND	R	8/18/2025	61.93		252942		61.93
1	BLUNK, MEGAN							
I-000202508132498	US REFUND	R	8/18/2025	35.55		252943		35.55
1	BOLEY, SHELBY							
I-000202508132458	US REFUND	R	8/18/2025	51.17		252944		51.17

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			DATE			NO	STATUS	AMOUNT
1	BROOKS, JAY							
I-000202508132509	US REFUND	R	8/18/2025	100.00		252945		100.00
1	CARSON, ZACHARY J							
I-000202508132476	US REFUND	R	8/18/2025	64.69		252946		64.69
1	CAWIEZELL, KAITLYN							
I-000202508132484	US REFUND	R	8/18/2025	23.94		252947		23.94
1	CONLIN, ALEXANDRIA							
I-000202508132499	US REFUND	R	8/18/2025	36.92		252948		36.92
1	DELA CRUZ, PIA-ELAYN							
I-000202508132504	US REFUND	R	8/18/2025	38.43		252949		38.43
1	DO, VUONG							
I-000202508132466	US REFUND	R	8/18/2025	99.29		252950		99.29
1	DOBESH, JACKSON							
I-000202508132482	US REFUND	R	8/18/2025	40.01		252951		40.01
1	DORSETT, JOSHUA & EM							
I-000202508132470	US REFUND	R	8/18/2025	60.19		252952		60.19
1	FARIS, TOD							
I-000202508132497	US REFUND	R	8/18/2025	98.69		252953		98.69
1	GAGNON, KAYDENCE							
I-000202508132495	US REFUND	R	8/18/2025	24.60		252954		24.60
1	GAK, ADOT							
I-000202508132505	US REFUND	R	8/18/2025	20.17		252955		20.17
1	GARR, JESSE							
I-000202508132500	US REFUND	R	8/18/2025	12.69		252956		12.69
1	GNC							
I-000202508132508	US REFUND	R	8/18/2025	47.53		252957		47.53
1	GUSTAFSON, MACKENZIE							
I-000202508132469	US REFUND	R	8/18/2025	61.11		252958		61.11
1	HAARS, ELIZABETH							
I-000202508132457	US REFUND	R	8/18/2025	46.81		252959		46.81

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			DATE			NO	STATUS	AMOUNT
1	HART, BRIAN							
I-000202508132467	US REFUND	R	8/18/2025	26.85		252960		26.85
1	HAURDIC, HAZIM							
I-000202508132486	US REFUND	R	8/18/2025	90.56		252961		90.56
1	HERMAN, MYA							
I-000202508132459	US REFUND	R	8/18/2025	100.00		252962		100.00
1	HOCH, ISABELLA G							
I-000202508132454	US REFUND	R	8/18/2025	21.03		252963		21.03
1	HOMERVOLD, MADISON							
I-000202508132507	US REFUND	R	8/18/2025	45.60		252964		45.60
1	HUFF, MICHAEL							
I-000202508132494	US REFUND	R	8/18/2025	35.66		252965		35.66
1	HUNTER, KATHRYN							
I-000202508132492	US REFUND	R	8/18/2025	14.90		252966		14.90
1	KIRK, JENNIFER							
I-000202508132461	US REFUND	R	8/18/2025	53.15		252967		53.15
1	KRULL, CAITLYN A							
I-000202508132485	US REFUND	R	8/18/2025	42.94		252968		42.94
1	MAINORD, STEPHANIE							
I-000202508132493	US REFUND	R	8/18/2025	52.09		252969		52.09
1	MASSEY, JADEN							
I-000202508132455	US REFUND	R	8/18/2025	100.00		252970		100.00
1	MASSEY, TARYN							
I-000202508132453	US REFUND	R	8/18/2025	99.78		252971		99.78
1	MILLIGAN, SHEA							
I-000202508132460	US REFUND	R	8/18/2025	53.76		252972		53.76
1	MOELLER, SETH							
I-000202508132464	US REFUND	R	8/18/2025	61.87		252973		61.87
1	MOLINE, JOHN S							
I-000202508132490	US REFUND	R	8/18/2025	110.42		252974		110.42

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			DATE			NO	STATUS	AMOUNT
1	NELSON, ZACHARY							
I-000202508132452	US REFUND	R	8/18/2025	49.76		252975		49.76
1	PARSONS, DYLAN C							
I-000202508132472	US REFUND	R	8/18/2025	35.91		252976		35.91
1	PETERSON, JEFF L							
I-000202508132481	US REFUND	R	8/18/2025	57.29		252977		57.29
1	QUERRY, DAWN							
I-000202508132501	US REFUND	R	8/18/2025	42.68		252978		42.68
1	REICHENBACKER, THOMA							
I-000202508132450	US REFUND	R	8/18/2025	61.10		252979		61.10
1	REYES, AMARILLO							
I-000202508132465	US REFUND	R	8/18/2025	42.32		252980		42.32
1	REYNOSO, BRYANT							
I-000202508132462	US REFUND	R	8/18/2025	60.54		252981		60.54
1	ROBINSON, DESTINY							
I-000202508132451	US REFUND	R	8/18/2025	49.23		252982		49.23
1	RODRIGUEZ GUILL, JUA							
I-000202508132474	US REFUND	R	8/18/2025	7.07		252983		7.07
1	RODRIGUEZ, SANDRA							
I-000202508132483	US REFUND	R	8/18/2025	50.24		252984		50.24
1	ROHE, SOPHIA							
I-000202508132471	US REFUND	R	8/18/2025	61.91		252985		61.91
1	SANTIAGO, MATTHEW							
I-000202508132502	US REFUND	R	8/18/2025	42.68		252986		42.68
1	SCHAEFER, CLAIRE							
I-000202508132503	US REFUND	R	8/18/2025	55.84		252987		55.84
1	SHAW, JOSHUA							
I-000202508132468	US REFUND	R	8/18/2025	27.10		252988		27.10
1	SIMPSON, MIA							
I-000202508132478	US REFUND	R	8/18/2025	59.30		252989		59.30

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SMITH, AUBRI V							
I-000202508132473	US REFUND	R	8/18/2025	10.08		252990		10.08
1	SMITH, TANNER R							
I-000202508132480	US REFUND	R	8/18/2025	40.32		252991		40.32
1	STRACHAN, JEREMY							
I-000202508132491	US REFUND	R	8/18/2025	47.16		252992		47.16
1	TEGELER, RACHEL L							
I-000202508132488	US REFUND	R	8/18/2025	44.50		252993		44.50
1	THORESON, CADEN E							
I-000202508132456	US REFUND	R	8/18/2025	48.47		252994		48.47
1	VILAVANH, JAMIE							
I-000202508132463	US REFUND	R	8/18/2025	59.97		252995		59.97
1	VOSS, ROYAL							
I-000202508132506	US REFUND	R	8/18/2025	28.98		252996		28.98
1	WEBB, DAVID J							
I-000202508132477	US REFUND	R	8/18/2025	22.31		252997		22.31
1	WOOD, ROY A							
I-000202508132475	US REFUND	R	8/18/2025	56.55		252998		56.55
			*** VENDOR TOTALS ***			60 CHECKS		3,039.06
011419	JUSTIN MOHLENCAMP							
I-07/22/25-07/24/25	7/22-7/24/25 MEALS	E	8/20/2025	42.36		012518		
I-08/2025 FITNESS	08/2025 FITNESS DSM HALF	E	8/20/2025	63.93		012518		106.29
			*** VENDOR TOTALS ***			1 CHECKS		106.29
000391	MOST DEPENDABLE FOUNTAINS							
I-INV85472	GSKT/MIRROR/VB3 KIT/SPRING-PKS	R	8/18/2025	470.00		253086		470.00
			*** VENDOR TOTALS ***			1 CHECKS		470.00
006756	MTI DISTRIBUTING INC							
I-1485918-00	VALVE BOX/FILTER HYD -OCM	R	8/18/2025	94.04		253087		
I-1487643-00	UNIT #652 V-BELT	R	8/18/2025	31.01		253087		125.05
			*** VENDOR TOTALS ***			1 CHECKS		125.05
009024	BROCK MUHLBAUER							
I-06/2025 FITNESS	06/2025 FITNESS REIMBSMNT	E	8/20/2025	18.00		012513		18.00
			*** VENDOR TOTALS ***			1 CHECKS		18.00

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002032	MUNICIPAL COLLECTIONS OF AMERI							
I-69993	07/25 COLLECTION FEES	R	8/18/2025	140.13		253088		
I-69994	07/25 COLLECTION FEES - OLD	R	8/18/2025	9.64		253088		149.77
	*** VENDOR TOTALS ***					1 CHECKS		149.77
000350	MUNICIPAL SUPPLY INC							
I-0948311-IN	AIR RELEASE VALVES - PKS	R	8/18/2025	155.00		253089		
I-0949203-IN	SYSTEM SUPPLIES - MU	R	8/18/2025	1,027.42		253089		
I-0949605-IN	METERS	R	8/18/2025	31,296.00		253089		
I-0949606-IN	METERS - MU	R	8/18/2025	2,510.00		253089		34,988.42
	*** VENDOR TOTALS ***					1 CHECKS		34,988.42
003057	NAPA AUTO PARTS							
I-765231	WD-40 - FD	R	8/18/2025	60.00		253090		
I-766072	TOOL BOX LINER - CG	R	8/18/2025	48.56		253090		
I-766119	SHOP TOWELS - CG	R	8/18/2025	107.92		253090		
I-766422	AIR FILTER FOR PUMP - OCM	R	8/18/2025	46.53		253090		
I-766646	SHOP SUPPLIES - CG	R	8/18/2025	32.12		253090		
I-766648	VBELT - PRSC	R	8/18/2025	20.95		253090		316.08
	*** VENDOR TOTALS ***					1 CHECKS		316.08
003164	NILLES ASSOCIATES INC							
I-24096.02	ANNUAL SW CIP TBD-2025	E	8/20/2025	1,018.00		012464		
I-25005.02	ANNUAL SW CIPT TDB-2025	E	8/20/2025	2,673.00		012464		3,691.00
	*** VENDOR TOTALS ***					1 CHECKS		3,691.00
003727	ODP BUSINESS SOLUTIONS, LLC							
I-431019347001	RECORD BOOKS - PD	R	8/18/2025	173.15		253091		
I-431372997001	PENS - PSB	R	8/18/2025	18.70		253091		
I-431377117001	OFFICE SUPPLIES - PSB	R	8/18/2025	112.84		253091		
I-431406208001	OFFICE SUPPLIES - PSB	R	8/18/2025	13.48		253091		
I-431406969001	OFFICE SUPPLIES - PSB	R	8/18/2025	205.54		253091		
I-431630576001	STAMP - IT	R	8/18/2025	28.99		253091		
I-431712019001	OFFICE SUPPLIES - PSB	R	8/18/2025	750.82		253091		
I-432806632001	OFFICE SUPPLIES - CH	R	8/18/2025	110.63		253091		
I-433083305001	OFFICE SUPPLIES - CH	R	8/18/2025	127.91		253091		
I-435121585001	RAD BINDERS - PD	R	8/18/2025	93.60		253091		1,635.66
	*** VENDOR TOTALS ***					1 CHECKS		1,635.66
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 4-SW WLNT/ORD	PAY 4-SW WLNT/ORDNCE WTR MN	R	8/18/2025	86,571.03		253092		86,571.03
	*** VENDOR TOTALS ***					1 CHECKS		86,571.03

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007878	OVERDRIVE INC							
I-06497CO25229697	MULTIMEDIA - KL	E	8/20/2025	355.98		012479		
I-06497CO25232307	MULTIMEDIA - KL	E	8/20/2025	119.98		012479		
I-06497CO25232833	MULTIMEDIA - KL	E	8/20/2025	143.99		012479		
I-06497CO25232876	MULTIMEDIA -KL	E	8/20/2025	324.97		012479		
I-06497CO25233298	MULTIMEDIA - KL	E	8/20/2025	206.00		012479		
I-CD0649725211277	FY26 BRIDGES RENEWAL	E	8/20/2025	16,592.88		012479		17,743.80
	*** VENDOR TOTALS ***					1 CHECKS		17,743.80
011375	PAR INDUSTRIES LLC							
I-25310-1	POOL LIGHT REPLACEMENT	R	8/18/2025	1,120.00		253093		
I-25393-1	ELECTRICAL INSTALLATION-PRSC	R	8/18/2025	420.00		253093		1,540.00
	*** VENDOR TOTALS ***					1 CHECKS		1,540.00
002158	PERFICUT COMPANIES INC							
I-71094	07/26/25-08/01/25 SOUTH ZONE	E	8/20/2025	11,310.88		012456		
I-71828	8/2/25-8/8/25 SOUTH ZONE MOW	E	8/20/2025	11,310.88		012456		22,621.76
	*** VENDOR TOTALS ***					1 CHECKS		22,621.76
009158	PERFORMANCE FOODSERVICE - THOM							
I-7938802	FOOD FOR RESALE - OC	R	8/18/2025	814.66		253094		
I-7942261	FOOD FOR RESALE - OC	R	8/18/2025	974.88		253094		
I-7944522	FOOD FOR RESALE-OC	R	8/18/2025	1,298.57		253094		
I-7948418	FOOD FOR RESALE-OC	R	8/18/2025	1,912.21		253094		
I-7950871	FOOD FOR RESALE-OC	R	8/18/2025	1,138.61		253094		6,138.93
	*** VENDOR TOTALS ***					1 CHECKS		6,138.93
009011	THE PITNEY BOWES RESERVE ACCOU							
I-7/31/25 RES-KL	07/31/25 POSTAGE REFILL-KL	E	8/20/2025	750.00		012483		750.00
	*** VENDOR TOTALS ***					1 CHECKS		750.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-170519	7/28 HAWKEYE	R	8/18/2025	8.00		253095		
I-170520	7/29 PRAC	R	8/18/2025	48.00		253095		
I-170521	7/29 CFAC	R	8/18/2025	144.00		253095		
I-170523	7/29 CFAC	R	8/18/2025	128.00		253095		
I-170524	7/29 PRAC	R	8/18/2025	16.00		253095		
I-170525	7/30 CFAC	R	8/18/2025	72.00		253095		
I-170526	7/30 PRAC	R	8/18/2025	32.00		253095		
I-170527	7/31 PRAC	R	8/18/2025	32.00		253095		
I-170528	7/31 CFAC	R	8/18/2025	144.00		253095		
I-170529	7/31 PRAC	R	8/18/2025	40.00		253095		
I-170530	08/01 CFAC	R	8/18/2025	96.00		253095		
I-170531	8/1 PRAC	R	8/18/2025	24.00		253095		
I-170532	8/1 CFAC	R	8/18/2025	96.00		253095		
I-170533	8/2 CFAC	R	8/18/2025	112.00		253095		
I-181502	7/26 PRAC	R	8/18/2025	40.00		253095		
I-181508	7/24 PRAC	R	8/18/2025	48.00		253095		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-181509	7/24 CFAC	R	8/18/2025	120.00		253095		
I-181510	7/24 CFAC	R	8/18/2025	80.00		253095		
I-181512	7/25 CFAC	R	8/18/2025	144.00		253095		
I-181513	7/25 PRAC	R	8/18/2025	48.00		253095		
I-181514	7/25 CFAC	R	8/18/2025	112.00		253095		
I-181515	7/25 PRAC	R	8/18/2025	24.00		253095		
I-181516	7/26 CFAC	R	8/18/2025	120.00		253095		
I-181517	7/26 PRAC	R	8/18/2025	32.00		253095		
I-181533	7/27/25 HAWKEYE	R	8/18/2025	8.00		253095		
I-181534	7/28 PRAC	R	8/18/2025	48.00		253095		
I-181535	7/28 CFAC	R	8/18/2025	144.00		253095		
I-181536	7/26 CFAC	R	8/18/2025	96.00		253095		
I-181537	7/28 CFAC	R	8/18/2025	112.00		253095		
I-181538	7/28 PRAC	R	8/18/2025	40.00		253095		
I-181539	7/28 CFAC	R	8/18/2025	112.00		253095		
I-181540	7/27 PRAC	R	8/18/2025	64.00		253095		
I-181541	7/27 CFAC	R	8/18/2025	128.00		253095		
I-181542	7/27 CFAC	R	8/18/2025	168.00		253095		
I-181543	7/27 PRAC	R	8/18/2025	64.00		253095		
I-181544	7/27 PRAC	R	8/18/2025	48.00		253095		
I-181545	8/8 CFAC	R	8/18/2025	120.00		253095		
I-181547	8/8 CFAC	R	8/18/2025	136.00		253095		
I-181548	8/8 PRAC	R	8/18/2025	72.00		253095		
I-181549	8/7 CFAC	R	8/18/2025	64.00		253095		
I-181550	8/8 PRAC	R	8/18/2025	16.00		253095		
I-181551	8/8 CFAC	R	8/18/2025	96.00		253095		
I-181552	8/9 PRAC	R	8/18/2025	48.00		253095		
I-181553	8/9 CFAC	R	8/18/2025	64.00		253095		
I-181554	8/9 PRAC	R	8/18/2025	16.00		253095		
I-181555	8/9 CFAC	R	8/18/2025	40.00		253095		
I-181557	8/10 CFAC	R	8/18/2025	72.00		253095		
I-181560	8/11 HAWKEYE	R	8/18/2025	8.00		253095		
I-181563	8/12 HAWKEYE	R	8/18/2025	8.00		253095		
I-182906	8/3 PRAC	R	8/18/2025	56.00		253095		
I-182907	8/03 CFAC	R	8/18/2025	96.00		253095		
I-182908	8/3 PRAC	R	8/18/2025	8.00		253095		
I-182909	8/3 PRAC	R	8/18/2025	40.00		253095		
I-182925	8/3 CFAC	R	8/18/2025	72.00		253095		
I-182926	8/3 CFAC	R	8/18/2025	144.00		253095		
I-182927	8/2 PRAC	R	8/18/2025	40.00		253095		
I-182928	8/2 PRAC	R	8/18/2025	48.00		253095		
I-182929	8/2 PRAC	R	8/18/2025	16.00		253095		
I-182930	8/2 CFAC	R	8/18/2025	40.00		253095		
I-182931	8/02 CFAC	R	8/18/2025	136.00		253095		
I-182932	8/4 PRAC	R	8/18/2025	40.00		253095		
I-182933	8/1 PRAC	R	8/18/2025	40.00		253095		
I-182934	8/1 CFAC	R	8/18/2025	96.00		253095		
I-182936	8/5 PRAC	R	8/18/2025	48.00		253095		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-182937	8/5 CFAC	R	8/18/2025	112.00		253095		
I-182938	8/5 CFAC	R	8/18/2025	144.00		253095		
I-182939	8/6 CFAC	R	8/18/2025	96.00		253095		
I-182940	8/6 PRAC	R	8/18/2025	40.00		253095		
I-182941	8/7 PRAC	R	8/18/2025	24.00		253095		
I-182942	8/7 PRAC	R	8/18/2025	32.00		253095		
I-182943	8/7 CFAC	R	8/18/2025	72.00		253095		4,992.00
			*** VENDOR TOTALS ***			1 CHECKS		4,992.00
011897	POLK COUNTY AUDITOR'S OFFICE							
I-12829	BLOOD DRAWS 7/2025 - PD	R	8/18/2025	150.00		253098		
I-12838	CLEARVIEW - PD	R	8/18/2025	455.18		253098		605.18
			*** VENDOR TOTALS ***			1 CHECKS		605.18
008778	POLK COUNTY LAW ENFORCEMENT							
I-2025 DUES	2025 PLEXA ANNUAL MEMBERSHP-PD	R	8/18/2025	20.00		253099		20.00
			*** VENDOR TOTALS ***			1 CHECKS		20.00
009386	POMP'S TIRE SERVICE, INC							
I-1400181012	TIRES - SQUAD CARS	E	8/20/2025	375.00		012486		
I-1400181013	TIRES - SQUAD CARS	E	8/20/2025	523.36		012486		
I-1400181834	UNIT #301 TIRES	E	8/20/2025	245.90		012486		1,144.26
			*** VENDOR TOTALS ***			1 CHECKS		1,144.26
003247	PRAIRIE AG SUPPLY INC							
I-01-172327	DRUM/DONUT/ARMOR-OCM	R	8/18/2025	82.91		253100		82.91
			*** VENDOR TOTALS ***			1 CHECKS		82.91
002713	PROTEX CENTRAL INC							
I-163788	FE INSTALLATION - MU	R	8/18/2025	442.48		253101		442.48
			*** VENDOR TOTALS ***			1 CHECKS		442.48
006757	QUALITY STRIPING INC							
I-9005	PARK MAINT MARKINGS	E	8/20/2025	155.83		012477		155.83
			*** VENDOR TOTALS ***			1 CHECKS		155.83
006390	QUILL CORPORATION							
I-185611494	THERMAL POUCHES - P&R	R	8/18/2025	24.15		253102		
I-185630220	FOLDERS - P&R	R	8/18/2025	29.15		253102		
I-45047587	RUBBER BANDS - P&R	R	8/18/2025	3.45		253102		56.75
			*** VENDOR TOTALS ***			1 CHECKS		56.75
005557	RACOM CORPORATION							
I-INV35037	CHARGER - PD	E	8/20/2025	187.50		012473		187.50
			*** VENDOR TOTALS ***			1 CHECKS		187.50

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000587	RED WING SHOE STORE							
I-20250807089893	BOOTS - KAISER/JOSEPHSON	E	8/20/2025	280.00		012442		280.00
	*** VENDOR TOTALS ***					1 CHECKS		280.00
008509	REDBUD LLC							
I-8731	7/26-8/1/25 FACILITIES /PRSC	R	8/18/2025	6,739.15		253103		6,739.15
008509	REDBUD LLC							
I-8808	8/2-8/8/25 FACILITIES/PRSC	R	8/18/2025	6,739.15		253104		6,739.15
	*** VENDOR TOTALS ***					2 CHECKS		13,478.30
011564	BRITTANY NICOLE RHOADES							
I-07/02/2025 MEAL	07/02 MEAL	E	8/20/2025	14.93		012519		14.93
	*** VENDOR TOTALS ***					1 CHECKS		14.93
001768	ROGNES CORPORATION							
I-PAY 13-SE 3RD UTLT PAY 13-SE 3RD ST UTLTY IMP-PH2		R	8/18/2025	141,774.91		253105		141,774.91
	*** VENDOR TOTALS ***					1 CHECKS		141,774.91
011633	KAREN ROSE							
I-07/10/25-08/14/25	7/10-8/14/25 SALSA	E	8/20/2025	405.00		012522		405.00
	*** VENDOR TOTALS ***					1 CHECKS		405.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-E25556	FOOD FOR RESALE - OC	E	8/20/2025	146.53		012475		
I-E27852	FOOD FOR RESALE - OC	E	8/20/2025	51.20		012475		
I-E29267	FOOD FOR RESALE - OC	E	8/20/2025	126.78		012475		
I-E31077	FOOD FOR RESALE - OC	E	8/20/2025	121.80		012475		446.31
	*** VENDOR TOTALS ***					1 CHECKS		446.31
010045	PAUL ROTH							
I-08/04/25-08/05/25	8/4-8/5/25 MEALS	E	8/20/2025	25.30		012516		25.30
	*** VENDOR TOTALS ***					1 CHECKS		25.30
004079	STRAWBERRY PATCH							
I-94374	YOUTH TRI SHIRTS-P&R	R	8/18/2025	1,900.00		253106		
I-94379	TINY TOTS TSHIRTS	R	8/18/2025	4,080.00		253106		5,980.00
	*** VENDOR TOTALS ***					1 CHECKS		5,980.00
008375	SARGENT METAL FABRICATING							
I-56666	PLATE PAINT BLACK - CH	R	8/18/2025	70.00		253107		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00

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012485	SEIDL PROPERTIES LLC							
I-08/2025 LAND ACQ	08/2025 LAND ACQUISITION	R	8/18/2025	390.00		253108		
I-08/2025 LAND IMP	08/2025 LAND IMPROVEMENTS	R	8/18/2025	1,800.00		253108		
I-08/2025 PERM ESMNT	08/2025 PERMANENT EASEMENT	R	8/18/2025	9,090.00		253108		11,280.00
	*** VENDOR TOTALS ***					1 CHECKS		11,280.00
002217	SENECA COMPANIES							
I-S-INV062054	2 CYLINDER REBUILT	E	8/20/2025	5,084.81		012457		5,084.81
	*** VENDOR TOTALS ***					1 CHECKS		5,084.81
002116	SHATTUCK/RPM INC							
I-18544	SOD - PRSC	E	8/20/2025	100.00		012453		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
008519	SHEKAR ENGINEERING, PLC							
I-PAY 4-25 PCC RECON	PAY 4-25 PCC RECON-SE 8TH ST	R	8/18/2025	47,728.51		253109		47,728.51
	*** VENDOR TOTALS ***					1 CHECKS		47,728.51
001103	SHRED-IT							
I-8011610221	7/16/25 SHREDDING SVCS - PD	R	8/18/2025	70.46		253110		70.46
	*** VENDOR TOTALS ***					1 CHECKS		70.46
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2025-IC-0276	JULY 2025 SUPPLEMENT	E	8/20/2025	2,948.00		012449		2,948.00
	*** VENDOR TOTALS ***					1 CHECKS		2,948.00
012486	SLEISTER PROPERTIES LLC							
I-08/2025 LAND IMP	08/2025 LAND IMPROVEMENTS	R	8/18/2025	17,700.00		253111		
I-08/2025 ROW	08/2025 RIGHT-OF-WAY	R	8/18/2025	16,900.00		253111		
I-08/2025 TEMP ESMNT	08/2025 TEMPORARY EASEMENT	R	8/18/2025	17,205.00		253111		51,805.00
	*** VENDOR TOTALS ***					1 CHECKS		51,805.00
003348	SMITH'S SEWER SERVICE INC							
I-475119	JET CLEANING - SW	R	8/18/2025	587.50		253112		
I-475120	JET CLEANING - SW	R	8/18/2025	587.50		253112		
I-475121	JET CLEANING - SW	R	8/18/2025	587.50		253112		
I-475122	JET CLEANING - SW	R	8/18/2025	587.50		253112		
I-475123	VIDEO INSPECT/JET CLEAN-SW	R	8/18/2025	700.00		253112		3,050.00
	*** VENDOR TOTALS ***					1 CHECKS		3,050.00
009231	CODY SNYDER							
I-08/2025 FITNESS	8/25 FITNESS BENCH	E	8/20/2025	186.72		012514		186.72
	*** VENDOR TOTALS ***					1 CHECKS		186.72

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012084	STACCATO 2011 LLC							
I-371314	FY26 DUTY WEAPONS	E	8/20/2025	22,712.26		012497		
I-375531	FY26 DUTY WEAPONS	E	8/20/2025	17,167.20		012497		39,879.46
	*** VENDOR TOTALS ***					1 CHECKS		39,879.46
002339	STAPLES CONTRACT & COMMERCIAL							
I-6036980406	BOOK TAPE/CLIPBRDS/BAGS-KL	R	8/18/2025	109.57		253113		
I-6037137461	BREAKROOM SUPPLIES - PD	R	8/18/2025	62.73		253113		
I-6038264947	THERMAL ROLLS/TAPE/MKRS-KL	R	8/18/2025	52.18		253113		
I-6038704861	ROLL THERMAL - KL	R	8/18/2025	63.44		253113		287.92
	*** VENDOR TOTALS ***					1 CHECKS		287.92
002065	STAR EQUIPMENT LTD							
I-01709786	UNIT #257 PARTS	E	8/20/2025	204.00		012452		
I-01709844	CONCRETE DRILL	E	8/20/2025	10,146.36		012452		
I-70434001	TREE PULLER ATTACH RNTL-PKS	E	8/20/2025	100.00		012452		10,450.36
	*** VENDOR TOTALS ***					1 CHECKS		10,450.36
012446	STATE INDUSTRIAL PRODUCTS							
I-903874013	DRAIN CLNR/AIR FRESH-CH	E	8/20/2025	479.39		012506		479.39
	*** VENDOR TOTALS ***					1 CHECKS		479.39
008350	STIVERS FORD							
I-2000684	BRAKE PARTS - SQUAD CARS	R	8/18/2025	646.44		253114		
I-746826	UPFITTING FOR UNIT #89	R	8/18/2025	22,666.89		253114		23,313.33
	*** VENDOR TOTALS ***					1 CHECKS		23,313.33
011816	STORYTIME PODS PTY LTD							
I-INV-3442	06/01/25-05/31/26 LOTE RNWL-KL	E	8/20/2025	1,250.00		012490		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
005956	GARRON STRATTON							
I-08/05/2025 MEAL	8/05/25 MEAL	E	8/20/2025	11.06		012509		11.06
	*** VENDOR TOTALS ***					1 CHECKS		11.06
001859	SVPA ARCHITECTS INC.							
I-23002142.00.18 #28	PAY 28-FIRE STATION NO 4	R	8/18/2025	561.22		253115		561.22
	*** VENDOR TOTALS ***					1 CHECKS		561.22
001814	SWANK MOTION PICTURES INC							
I-DB 4020437	7/25/25 INSIDE OUT 2	E	8/20/2025	465.00		012446		
I-DB 4024249	8/1/25 WILD ROBOT -P&R	E	8/20/2025	465.00		012446		930.00
	*** VENDOR TOTALS ***					1 CHECKS		930.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000124	SYSCO IOWA INC							
C-13944695P	CR: FOOD FOR RESALE - OC	R	8/18/2025	27.95CR		253116		
C-439078353	CR: FOOD FOR RESALE - OC	R	8/18/2025	47.30CR		253116		
I-439069681	FOOD FOR RESALE - OC	R	8/18/2025	93.25		253116		
I-439079462	FOOD FOR RESALE-OC	R	8/18/2025	360.09		253116		
I-439085243	FOOD FOR RESALE - CFAC	R	8/18/2025	563.13		253116		941.22
	*** VENDOR TOTALS ***					1 CHECKS		941.22
006855	SYSTEMWORKS LLC							
I-12471	FS#4 COMMISSIONING SVCS	R	8/18/2025	10,140.00		253117		
I-12501	FS#4 COMMISSIONING SVCS	R	8/18/2025	4,455.00		253117		14,595.00
	*** VENDOR TOTALS ***					1 CHECKS		14,595.00
010068	T-MOBILE USA INC							
I-9613540814	SUBPOENA FEES - PD	R	8/18/2025	100.00		253118		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000455	TESDELL ELECTRIC LTD							
I-153436	TESDELL - SW 3RD STREET	R	8/18/2025	753.00		253119		
I-153449	STREETLIGHT REPAIR	R	8/18/2025	4,379.00		253119		5,132.00
	*** VENDOR TOTALS ***					1 CHECKS		5,132.00
006505	TG TECHNICAL SERVICES LLC							
I-10265	HAZMAT SUPPLIES - FD	E	8/20/2025	389.00		012476		389.00
	*** VENDOR TOTALS ***					1 CHECKS		389.00
006031	KATIE THIELMAN							
I-07/2025 MILEAGE	07/2025 MILEAGE	E	8/20/2025	97.65		012510		
I-07/29/25-07/30/25	7/29-7/30/25 MILEAGE	E	8/20/2025	15.40		012510		113.05
	*** VENDOR TOTALS ***					1 CHECKS		113.05
011959	SPIN & SPARKLE LLC							
I-07/10/25-08/07/25	TIPPI TOES DANCE CAMP	E	8/20/2025	1,520.00		012492		1,520.00
	*** VENDOR TOTALS ***					1 CHECKS		1,520.00
004907	TK CONCRETE INC							
I-PAY 1-25PEDRMPIMP	PAY 1-25 PED RMP IMP-BRIARWD S	R	8/18/2025	57,992.75		253120		57,992.75
004907	TK CONCRETE INC							
I-PAY3FNL-25PEDRMP	PAY 3FINAL 25 PED RAMP N ANK B	R	8/18/2025	30,960.98		253121		30,960.98
004907	TK CONCRETE INC							
I-RTNG-25PEDRAMP	RTNG-25 PED RAMP IMP N ANK B	R	8/18/2025	8,532.00		253122		8,532.00
	*** VENDOR TOTALS ***					3 CHECKS		97,485.73

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 DATE RANGE: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010127	TK ELEVATOR CORPORATION							
I-1000712738	8/1/25-10/31/25 ELEVATOR MAINT	E	8/20/2025	499.44		012487		
I-83526	ELEVATOR REPAIR DEP-PD	E	8/20/2025	1,280.52		012487		1,779.96
	*** VENDOR TOTALS ***					1 CHECKS		1,779.96
004713	TRANSIT WORKS							
I-154675	GPS	R	8/18/2025	14,715.00		253123		14,715.00
	*** VENDOR TOTALS ***					1 CHECKS		14,715.00
000465	TREASURER STATE OF IOWA							
I-08/07/2025	MONTHLY SALES & EXCISE TAX	D	8/07/2025	148,984.79		002839		148,984.79
	*** VENDOR TOTALS ***					1 CHECKS		148,984.79
007224	TREERING WORKFORCE SOLUTIONS I							
I-MSP-11948	07/2025 MONTHLY BILLING	R	8/18/2025	1,027.50		253124		1,027.50
	*** VENDOR TOTALS ***					1 CHECKS		1,027.50
005030	TRIATHLON RACERS OF IOWA							
I-2025 YTH TRI PREP	YTRI/TRI PREP	R	8/18/2025	4,220.00		253125		4,220.00
	*** VENDOR TOTALS ***					1 CHECKS		4,220.00
000740	TRIPLETT OFFICE SOLUTIONS							
I-471604-0	ENVELOPES - CH	R	8/18/2025	217.36		253126		
I-471789-0	BUSINESS CARDS - PD	R	8/18/2025	39.00		253126		
I-471935-0	BUSINESS CARDS-B. BASH	R	8/18/2025	59.00		253126		
I-471982-0	BUSINESS CARDS-LANDHUIS	R	8/18/2025	59.00		253126		374.36
	*** VENDOR TOTALS ***					1 CHECKS		374.36
000468	TRUCK EQUIPMENT INC							
I-318292	#220 PARTS	E	8/20/2025	1,606.14		012440		1,606.14
	*** VENDOR TOTALS ***					1 CHECKS		1,606.14
007454	TUBE PRO INC							
I-00065252	TUBE PRO FY26	R	8/18/2025	1,480.60		253127		1,480.60
	*** VENDOR TOTALS ***					1 CHECKS		1,480.60
003278	DAVIS EQUIPMENT CORPORATION							
I-JI00930	UNIT #849 DECK WHEEL	E	8/20/2025	154.90		012466		
I-WI20320	DOCODER -PRSC	E	8/20/2025	137.14		012466		292.04
	*** VENDOR TOTALS ***					1 CHECKS		292.04
012257	UNITYPOINT HEALTH AT WORK							
I-276544	411 PHYSICALS - FD	R	8/18/2025	2,369.63		253128		
I-276862	411 PHYSICALS - FD	R	8/18/2025	6,802.34		253128		9,171.97
	*** VENDOR TOTALS ***					1 CHECKS		9,171.97

VENDOR SET: 01 City of Ankeny
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 DATE RANGE: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011691	UNIVERSITY OF NORTHERN IOWA							
I-CI-10007084	CAREER FAIR BOOTH/LUNCH - PD	R	8/18/2025	295.00		253129		295.00
	*** VENDOR TOTALS ***					1 CHECKS		295.00
000477	VALUE LINE PUBLISHING LLC							
I-J25W-6035	9/1/25-8/31/26 VALUE LINE RNWL	E	8/20/2025	3,345.00		012441		3,345.00
	*** VENDOR TOTALS ***					1 CHECKS		3,345.00
009000	VAN MAANEN TECHNOLOGY INC							
I-PAY 4-FIBER OPTIC	PAY 4-FIBER OPTIC NETWORK	R	8/18/2025	125,735.35		253130		125,735.35
	*** VENDOR TOTALS ***					1 CHECKS		125,735.35
001224	VAN METER INDUSTRIAL INC							
I-S013924605.001	BREAKER ICE MACHINE SB-PRSC	R	8/18/2025	67.69		253131		
I-S013941368.001	SOUTHWIRE PIPE-PRSC	R	8/18/2025	7.96		253131		
I-S013941368.002	VINYL TAPE - FS2	R	8/18/2025	19.94		253131		95.59
	*** VENDOR TOTALS ***					1 CHECKS		95.59
005012	VAN-WALL EQUIPMENT INC							
I-6636171	STARTER - PRSC TRIMMER	E	8/20/2025	51.99		012470		
I-6648412	MOWING HEAD AUTOCUT-PRSC	E	8/20/2025	77.97		012470		129.96
	*** VENDOR TOTALS ***					1 CHECKS		129.96
000479	VEENSTRA & KIMM INC							
I-115296-2 #2	PAY 2-WATER TOWER DESIGN SVC	R	8/18/2025	14,730.00		253132		14,730.00
	*** VENDOR TOTALS ***					1 CHECKS		14,730.00
004796	WALSH DOOR & HARDWARE COMPANY							
I-834635	DOOR REPAIRS-KL	R	8/18/2025	777.18		253133		777.18
	*** VENDOR TOTALS ***					1 CHECKS		777.18
003376	WASHER SYSTEMS OF IOWA, INC							
I-170852	HOSE REPAIR - PKS	R	8/18/2025	37.13		253134		37.13
	*** VENDOR TOTALS ***					1 CHECKS		37.13
007822	WEE'S TEES LLC							
I-18682	UNIFORMS - FD	R	8/18/2025	1,411.00		253135		1,411.00
	*** VENDOR TOTALS ***					1 CHECKS		1,411.00
012474	JODY WEST							
I-08/04/2025	STORMWATER BMP REIMBURSEMENT	R	8/18/2025	626.26		253136		626.26
	*** VENDOR TOTALS ***					1 CHECKS		626.26

VENDOR SET: 01 City of Ankeny
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 DATE RANGE: 8/07/2025 THRU 8/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005056	YOUTH TECH INC							
I-8106	FY26 YOUTH TECH JULY 28	R	8/18/2025	2,832.00		253137		2,832.00
	*** VENDOR TOTALS ***					1 CHECKS		2,832.00

008820	SIouxLAND TURF PRODUCTS INC							
I-211083	FAIRWAY FUNGICIDE-OCM	E	8/20/2025	1,650.00		012481		
I-211240	BALLWASHERS-OCM	E	8/20/2025	5,801.29		012481		7,451.29
	*** VENDOR TOTALS ***					1 CHECKS		7,451.29

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	197	2,425,165.20	0.00	2,425,165.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	148,984.79	0.00	148,984.79
EFT:	87	1,072,779.23	0.00	1,072,779.23
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:	285	3,646,929.22	0.00	3,646,929.22
BANK: APFNB TOTALS:	285	3,646,929.22	0.00	3,646,929.22
REPORT TOTALS:	285	3,646,929.22	0.00	3,646,929.22

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: 8/07/2025 THRU 8/20/2025
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

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Supplemental Agreement No. 2 to the Professional Services Agreement increasing the contract amount by \$36,540.71 with Snyder & Associates, Inc. for construction administration, construction observation, construction staking, and record drawings for the Sawgrass Park Dam Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

Snyder & Associates, Inc. has completed the topographic survey, Iowa Department of Natural Resources Dam Division coordination, geotechnical investigation, initial investigation, report, recommendations, final design engineering, permitting, public information meeting, and bidding assistance for the Sawgrass Park Dam Improvements project. The Public Works Department proposes to continue to use Snyder & Associates, Inc. for the construction administration, construction observation, construction staking, and records drawings for the project.

The scope of Amendment No. 2 includes the following items:

- preconstruction conference
- review and approval of material submittals
- contractor payment requests
- design information requests
- final site observation
- construction observation
- daily logs and records
- development of punch list items
- observe testing

- construction staking for the embankment slopes and grades, fence, trail, and to verify as-built conditions
- record drawings

The complete scope of the construction administration, construction observation, construction staking, and records drawings and associated fees are shown in the attached Supplemental Agreement No. 2. A copy of the original Professional Services Agreement, approved May 6, 2024, and Supplemental Agreement No. 1, approved January 6, 2025, are also attached for reference.

The fees for the construction administration, construction observation, construction staking, and records drawings is \$53,100.00, but \$16,559.29 was not utilized from Supplemental Agreement No. 1, so the total increase with Supplement Agreement No. 2 is \$36,540.71. The original Professional Services Agreement cost was \$73,700.00, and Supplemental Agreement No. 1 was \$80,350.00. Adding Supplemental Agreement No. 2 to the Professional Services Agreement increases the total contract amount to \$190,590.71.

It is recommended that the City Council approve Supplemental Agreement No. 2 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$36,540.71 for the Sawgrass Park Dam Improvements project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Supplemental Agreement No. 2 to the Professional Services Agreement increasing the contract amount by \$36,540.71 with Snyder & Associates, Inc. for the construction administration, construction observation, construction staking, and records drawings for the Sawgrass Park Dam Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 6, 2024: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for the topographic survey, Iowa Department of Natural Resources Dam Division coordination, geotechnical investigation, initial investigation, report, and recommendations for the Sawgrass Park Dam Improvements project.

January 6, 2025: City Council approved Supplemental Agreement No. 1 with Snyder & Associates, Inc. for the final plans, permitting, public information meeting, and bid assistance for the Sawgrass Park Dam Improvements project.

FISCAL IMPACT

The project is included in the City's 2025 - 2029 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

A public information meeting was held on March 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. PSA - Sawgrass Park Pond Initial Invest 2024-05-06
2. Supplemental_Agmt - Snyder
3. Sawgrass_Supplemental No. 2 - Const. Svcs



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 6th day of May, 2024, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Sawgrass Park Dam Improvements
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
 - 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
 - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Professional hereby agrees as follows:

- 11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.
- 11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).
- 11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.
- 11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. MUTUAL WAIVERS: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. OWNERSHIP OF INSTRUMENTS OF SERVICE: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

18. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).
21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

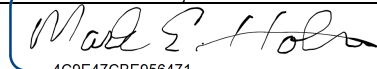
Exhibit D Geotechnical Scope of Services

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: 
4C9E47CBE956471
(Authorized agent)

By: 
Digitally signed by Mark A. Land, P.E., CFM
Date: 2024.04.25 10:43:19 -05'00'
(Authorized agent)

Mark E. Holm, Mayor
(Printed or typed signature)

Mark A. Land, P.E., CFM
(Printed or typed signature)

DocuSigned by:

7E497FC63C464A9...
Attest: Michelle Yuska, City Clerk

Route executed copy to: Steve Klocke

**EXHIBIT A**

**SAWGRASS PARK DAM IMPROVEMENTS
ANKENY, IOWA**

CLIENT: CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
C/O BECKY FORD

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: SAWGRASS PARK DAM IMPROVEMENTS

DATE: MAY 6, 2024

SCOPE OF SERVICES:

The proposed improvements to Sawgrass Park Dam are intended to address the functionality, safety, and associated issues with the Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed.

The goals for this project are to improve the functionality of the upstream stormwater detention basin by modifying the size of the outlet structure opening and providing a more efficient emergency overflow path. The downslope of the dam will likely be hard-armored to protect from slope failure if overtopping occurs in the future. These improvements will allow the dam to comply with current Iowa DNR standards for low-hazard dams.

The design for this project will be completed in stages, beginning with the initial investigation and associated work outlined herein, to identify the improvements necessary to bring the dam into compliance. Additional phases, including permitting, plans and specifications, public information meetings, bidding assistance, bathymetric survey, structural design, and other items identified as additional services will be addressed through supplemental agreements as necessary.

I. BASIC SERVICES**A. PROJECT ADMINISTRATION**

The PROFESSIONAL shall perform the following administrative services during the design of the PROJECT.

1. Progress reports as requested by the CLIENT.
2. Monthly billing reports.



3. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
4. Project design review.

B. TOPOGRAPHIC SURVEY

PROFESSIONAL shall provide a detailed topographic survey of the Sawgrass Park Pond embankment, principal spillway, adjacent auxiliary spillway to the east, potential spillway area to the west, an area 200 feet upstream of the dam, and an area 400 feet downstream of the dam. Additional survey of area north of the dam includes the existing trail and key features between the trail and edge of the water. Survey of the area north of the dam will not include detailed ground shots and topography. Detailed survey service include:

1. Horizontal Datum will be provided using the Iowa State Plane South Coordinate System
2. Vertical Datum will be provided using the North American Vertical Datum of 1988 (NAVD88).
3. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
4. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 50-foot grid will be used to create a topographic map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
5. Contours shall be shown at 1-foot intervals.
6. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below-grade non-visible structures or improvements will be shown from information as provided by the site owner and would be approximate. Below-grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
7. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of the structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee accuracy when physical measurements cannot be obtained.
8. Should it be determined that more investigation of the utility is necessary, the Client shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included in the base fee amount and will be considered extra services.
9. Location of trees 6 inches and greater not lying within wooded area will be noted as deciduous or coniferous.
10. The drip line or perimeter outline of wooded/brush areas will be shown.



C. IOWA DNR DAM COORDINATION

1. Initial Discussion with DNR to review new hazard class and DNR's expectations for proposed improvements.
2. Coordination with DNR on existing deficiencies (e.g., embankment slope), needed upgrades (considering the modeling), possible options for modifications to the existing auxiliary spillway, and possible armoring of the face of the embankment.
3. Review the trail crossing of the existing embankment and identify any Iowa DNR concerns.
4. Assumes two meetings with Iowa DNR.

D. WETLAND AND STREAM DELINEATION

1. The need for wetland and stream delineation will be determined after the initial investigation and decision on the proposed project scope and anticipated impacts.
2. Wetland and stream delineation work will not be initiated until authorized by the CLIENT.
3. The PROFESSIONAL will coordinate with the US Army Corps of Engineers to determine the need for a wetland and stream delineation based upon the proposed scope of work.
4. The PROFESSIONAL will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site.
5. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search.
6. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed.
7. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements.
8. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
9. The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

E. GEOTECHNICAL INVESTIGATION

Geotechnical services will be provided by a sub-consultant in accordance with the attached Standard Agreement for Professional Services from Allender Butzke Engineers, Inc. (Exhibit D).

F. INITIAL INVESTIGATION

1. On-site review of existing outlet pipe/structure and possible seepage at southeast embankment toe.
2. Complete a hydrologic and hydraulic assessment of the dam considering current rainfall and major upstream detention facilities currently in place.
 - a. Develop an existing conditions model using an approximation of the main features/outlets for upstream ponds.
 - b. Detailed modeling of Sawgrass Pond outlets.



- c. Minimal calibration (such as using 2018 flood event precipitation and approximate observed high-water elevations)
3. Evaluate the performance of the dam and the ability of the dam to meet current Iowa DNR safety standards for the following:
 - a. Current low-hazard classification
 - b. Significant hazard classification – identify whether the dam could reasonably achieve significant hazard class with minor modifications.
4. Examine alternative outlet structure configurations to:
 - a. Increase the pond's ability to provide stormwater detention (up to three outlet configurations)
 - b. Meet low-hazard dam criteria.
 - c. Meet significant-hazard dam criteria.
 - d. Model one outlet pipe modification (e.g. decreased diameter if slip-lined or re-lined)
5. Review potential changes to the auxiliary spillway(s) to meet low-hazard and significant-hazard dam criteria.
6. Review options & costs for armoring the existing embankment slope.
7. Evaluate the benefits and costs of dredging the pond to remove accumulated sediment.
8. Review potential funding options with Iowa Homeland Security & Emergency Management (HMGP and/or PDM).
9. Prepare a technical memo summarizing the findings and recommendations of the initial investigation.
10. Meet with City staff to review the results and recommendations of the technical memo.

II. ADDITIONAL SERVICES

- A. The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Permitting
2. Plans and Specifications
3. Public Information Meeting
4. Bid Assistance
5. Bathymetric Survey
6. Structural Design
7. Construction observation and administration.
8. Meetings above those listed in the scope of services.
9. Breach analysis (if required by Iowa DNR)
10. Geotechnical services for sampling and testing of existing sediment to be removed by dredging.
11. Permitting beyond that described in the scope of services including: USACE Individual permit, alternatives analysis, or mitigation plans.
12. As-built drawings
13. Easement and/or legal documents
14. CLIENT requested major revisions.
15. Site lighting and electrical services
16. Project funding applications or administration



III. WORK SCHEDULE

The PROJECT, from authorization of this Agreement through the final design of the PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL.

- A. The PROFESSIONAL shall not be responsible for delays in the schedule which are beyond the PROFESSIONAL’s control.
- B. The project milestone schedule is as follows:

Task	Completion Date
Notice to Proceed	May 6, 2024
Topographic Survey	May 27, 2024
Iowa DNR Dam Coordination	June 24, 2024
Wetland and Stream Delineation	June 7, 2024
Geotechnical Investigation	June 14, 2024
Initial Investigation	June 24, 2024
<u>Additional Services (if authorized)</u>	
Notice to Proceed with Plans and Specs	July 8, 2024
Bathymetric Survey (if required)	July 19, 2024
Permitting (Submitted to regulatory agencies)	August 23, 2024
Plan and Contract Document Development	September 6, 2024
Structural Design (if required)	September 6, 2024
Public Information Meeting	September 20, 2024
Bid Assistance	Anticipated bid date: Fall 2024



IV. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC PROFESSIONAL SERVICES

<u>Task</u>	<u>Completion Date</u>
Project Administration.....	\$8,000
Topographic Survey.....	\$6,800
Iowa DNR Dam Coordination	\$3,800
Wetland and Stream Delineation	\$6,000
Geotechnical Investigation.....	\$8,100
Initial Investigation.....	\$41,000
Total Basic Professional Services Fees.....	\$73,700

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



EXHIBIT C



STANDARD FEE SCHEDULE

PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour
TECHNICAL	
CAD, Survey, Construction Observation	
Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour
ADMINISTRATIVE	
II	\$77.00/hour
I	\$63.00/hour
REIMBURSABLES	
Mileage	Current IRS standard rate
Outside Services	As Invoiced

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

PROJECT NAME: Sawgrass Pond Embankment **PN:** 241166
PROJECT ADDRESS: SW Sawgrass Parkway and SW Sage Circle
Ankeny, Iowa
CLIENT: Snyder & Associates - Attn: Steve Klocke, P.E.
ADDRESS: 2727 SW Snyder Boulevard
Ankeny, Iowa 50023

SCOPE: Geotechnical Exploration - Mobilization with all-terrain drilling equipment, boring locations, utility locations (Iowa One Call), drill and sample 3 soil borings 20 to 30 feet deep (80 feet total) with sampling at 2.5-foot intervals in the upper 20 feet in the two dam borings and at 5-foot intervals thereafter, backfill borings with bentonite, laboratory testing (includes moisture contents, dry densities, unconfined compressive strength tests and 1 Standard Proctor test), engineering analysis which includes slope stability analysis, and written report.

COMPENSATION TERMS: Total cost for the above scope of services will be \$8,100.00. Boring depths can be deepened at a rate of \$30.00 per lineal foot in 5-foot intervals. Consultation subsequent to completion of report will be invoiced at current engineering rates.

REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Private utility locates will be the responsibility of the owner and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the current Snyder & Associates and Allender Butzke Engineers Inc. RECIPROCAL MASTER AGREEMENT FOR SUBCONTRACTED PROFESSIONAL SERVICES and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By:

Digitally signed by Stacy G. Brocka
 Location: Urbandale, Iowa
 Date: 2024.03.07 12:06:25-06'00'

Stacy G. Brocka, P.E.Title: Principal EngineerDate: March 7, 2024**ACCEPTED FOR CLIENT**

By:

Digitally signed by

 4C9E47CBE956471...

Mark E. Holm

Printed Name

Title: MayorDate: 5/6/24**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

Email – Above

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: Steve Klocke
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Ankeny	
Project Name: Sawgrass Park Dam Improvements	
S&A Project Number: 124.0622	Original Agreement Date: May 6, 2024

DESCRIPTION OF ADDITIONAL SERVICES:

Develop plans & specifications, submit permits, and assist with public meeting for dam improvements identified during the initial investigation

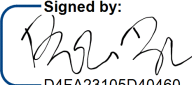
- ☐ Lump Sum in the amount of: \$
- ☐ Hourly plus expenses per original agreement or attached fee schedule, budget: \$
- ☒ Document attached: Refer to Exhibit E

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental Agreement are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Ankeny (Client)

(Type or Print Name above line)

Signed by:

By: 
D4FA23105D40460
(Authorized Agent)

Bobbi B. Bentz, Mayor
(Printed or typed signature)

Date: 1-6-25

DocuSigned by:

Attest: 
7E497EC63C464A9
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES, INC. (Professional)

Digitally signed by Mark
A. Land, P.E., CFM
Date: 2024.11.25
11:01:07 -06'00'

By: 
(Authorized Agent)

Mark A. Land, P.E., CFM
(Printed or typed signature)

Date: 11/25/2024

Route executed to: Steve Klocke



EXHIBIT E
SUPPLEMENTAL AGREEMENT NO. 1

SAWGRASS PARK DAM IMPROVEMENTS
ANKENY, IOWA

CLIENT: CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
C/O BECKY FORD

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: SAWGRASS PARK DAM IMPROVEMENTS

DATE: JANUARY 6, 2025

SCOPE OF SERVICES:

The proposed improvements to Sawgrass Park Dam are intended to address the functionality, safety, and associated issues with the Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed.

An initial investigation started in April and was completed in October 2024. The initial investigation evaluated the performance of the existing dam and provided recommendations to improve the performance and safety of the dam.

This supplemental agreement is intended to implement the recommendations of the initial investigation including: raising the profile of the dam embankment, grading to increase the auxiliary spillway capacity, reinforcing the downstream slope of the dam embankment, and rehabilitation of the existing outlet pipe. These improvements will allow the dam to comply with current Iowa DNR standards for low hazard dams.

I. BASIC SERVICES

G. PLANS AND SPECIFICATIONS

Proposed improvements to the dam include re-grading the auxiliary spillway, raising the dam embankment, and rehabilitating the outlet pipe.

1. The PROFESSIONAL will prepare plans and specifications for the construction of the proposed improvements in accordance with the Iowa DNR, SUDAS, and CLIENT requirements.
2. The PROFESSIONAL will develop **preliminary plans** (60%) including grading revisions, removals, structure locations and sizes, stabilization measures, restoration, and project staging. Preliminary plans will be submitted to the CLIENT for review and comment.



3. The PROFESSIONAL will develop **check plans** (90%) addressing CLIENT's preliminary plan comments and adding project details, quantities, and all notes necessary for construction.
4. The PROFESSIONAL will provide an estimated number of working days required to complete the project.
5. The PROFESSIONAL will develop project specifications and deliver to the CLIENT for review.
6. **Final plans and specifications** will be developed that address the CLIENT's check plan comments.
7. After the submittal of the 60% and 90% plans, the PROFESSIONAL will meet with the CLIENT to review the plans and CLIENT comments.
8. At each submittal stage, the PROFESSIONAL will prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized however, that the PROFESSIONAL has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate.

H. PERMITTING

1. The PROFESSIONAL will develop and submit an Iowa DNR dam permit application for the proposed improvements. Permit includes the submittal of Hydrologic and Hydraulic calculations from the initial investigation to show the proposed improvements will bring the existing dam into compliance with dam regulations.
2. If necessary, the PROFESSIONAL will develop and submit a 404 permit to the US Army Corps of Engineers
3. No Iowa DNR Floodplain Permit is anticipated as the drainage area is below the permitting threshold.
4. The PROFESSIONAL will develop and apply for the SWPPP permit.

I. PUBLIC INFORMATION MEETING

1. Upon development of the final plans, the PROFESSIONAL will assist the CLIENT in conducting a Public Information Meeting for the proposed improvements. This meeting is anticipated to include a brief presentation providing an overview of the proposed project improvements and schedule, followed by a question-and-answer period for members of the public.
2. Alternatively, the Public Information Meeting could be scheduled after the bid letting and the opportunity to coordinate with the Contractor on the anticipated start date.



J. BID ASSISTANCE

1. Upon receipt of authorization by the CLIENT to set the date of the bid letting for the project, the PROFESSIONAL shall:
 - a. Answer questions from potential contractors, subcontractors, and suppliers.
 - b. Determine the need for and issue addenda, and coordinate with CLIENT.
 - c. Issue addenda as appropriate to clarify, correct, or modify the Contract Documents.
2. The CLIENT shall:
 - a. Provide the PROFESSIONAL a copy of the CLIENT's standard bidding documents and any supplemental specifications.
 - b. Post the project to QuestCDN and notify appropriate plan rooms of the project.
 - c. Tabulate and review the bids and make recommendations regarding the award of the construction contract.
 - d. Attend the meeting at which the bids are received.
 - e. Prepare the contract and the performance, payment, and maintenance bond.
 - f. Issue an award letter to the contractor.

II. ADDITIONAL SERVICES

No revisions or additions to the original agreement.

III. WORK SCHEDULE

B. The project milestone schedule is as follows:

<u>Task</u>	<u>Completion Date</u>
Notice to Proceed (Supplement No. 1)	January 6, 2024
60% Plan Submittal	January 21, 2025
60% Plan Review (City)	February 4, 2025
90% Plan Submittal	February 25, 2025
90% Plan Review (City)	March 4, 2025
Final Plan and Contract Document Submittal	March 11, 2025
Permitting (Submitted to regulatory agencies)	March 4, 2025
Public Information Meeting	March 27, 2025
Bid Assistance	Anticipated bid date: April 15, 2025



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

IV. **COMPENSATION AND TERMS OF PAYMENT**

A. BASIC PROFESSIONAL SERVICES

<u>Task</u>	<u>Completion Date</u>
Plans and Specifications	\$68,000
Permitting.....	\$7,800
Public Information Meeting	\$2,300
Bid Assistance.....	\$2,250
Supplemental Agreement No. 1	\$80,350
Original Agreement Basic Professional Services	\$73,700
Total Basic Professional Services Fees.....	\$154,050

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 2

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: Steve Klocke
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Ankeny	
Project Name: Sawgrass Park Dam Improvements	
S&A Project Number: 124.0622	Original Agreement Date: May 6, 2024

DESCRIPTION OF ADDITIONAL SERVICES:

Provide Professional Construction Services including: Administration, Observation, Staking, and As-Built drawings.

- ☐ Lump Sum in the amount of: \$
- ☐ Hourly plus expenses per original agreement or attached fee schedule, Choose an item. budget: \$
- ☒ Document attached: Refer to Exhibit F

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Ankeny (Client)
(Type or Print Name above line)

By: _____
(Authorized Agent)

Bobbi B. Bentz, Mayor
(Printed or typed signature)

Date: _____

Attest: _____
Michelle Yuska, City Clerk Bobbi

SNYDER & ASSOCIATES, INC. (Professional)

Digitally signed by Mark A. Land
Date: 2025.08.11 17:12:10 -05'00'

By: _____
(Authorized Agent)

Mark A. Land, P.E., CFM
(Printed or typed signature)

Date: 8/11/2025

Route executed to: Steve Klocke

EXHIBIT F
SUPPLEMENTAL AGREEMENT NO. 2

SAWGRASS PARK DAM IMPROVEMENTS
ANKENY, IOWA

CLIENT: CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
C/O BECKY FORD

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: SAWGRASS PARK DAM IMPROVEMENTS

DATE: AUGUST 11, 2025

SCOPE OF SERVICES:

The proposed improvements to Sawgrass Park Dam are intended to address the functionality, safety, and associated issues with the Sawgrass Park Dam. The Sawgrass Park Dam was identified as deficient by the Iowa DNR in 2018 because the dam does not meet the Iowa DNR's current design criteria. Due to the dam's age, it likely did not need a permit when it was originally constructed.

An initial investigation was completed in October 2024. The initial investigation evaluated the performance of the existing dam and provided recommendations to improve the performance and safety of the dam. The recommendations included raising the profile of the dam embankment, grading to increase the auxiliary spillway capacity, reinforcing the downstream slope of the dam embankment, and rehabilitation of the existing outlet pipe. These improvements will allow the dam to comply with current Iowa DNR standards for low hazard dams.

Construction plans and specifications for the proposed improvements were competed and bid on July 15, 2025. Project construction is scheduled to begin in the late summer or fall of 2025, with final completion by May 29, 2026.

This supplemental agreement is intended to provide for professional services during the period of construction.

II. ADDITIONAL SERVICES

Add the following:

A. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. Preconstruction Conference — The PROFESSIONAL will arrange and conduct a preconstruction conference with the Contractor, CLIENT and impacted utility companies

to review project requirements, and work schedule. The PROFESSIONAL will prepare and distribute meeting minutes.

- b. Project Engineer Site Visits - The PROFESSIONAL will make available the project engineer for twelve (12) site visits should the need arise during the construction of the project. Weekly construction meetings will constitute as site visits.
- c. Contractor Payment Requests - The PROFESSIONAL shall prepare partial payment applications, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- d. Change Orders - The PROFESSIONAL shall prepare change orders and make recommendations to the CLIENT for their acceptance.
- e. Contractor Assistance – The PROFESSIONAL shall assist the Contractor with design related construction questions on an as needed basis.
- f. Final Site Observation - The PROFESSIONAL shall perform a site observation to determine if the PROJECT is fully complete according to the plans and specifications and make recommendation on final payment to the CLIENT.
- g. Completion Date - If the Contractor exceeds the completion date in completing construction of the PROJECT, or if change orders or project additions require additional time or services from the PROFESSIONAL, the PROFESSIONAL may be compensated for administration, inspection, and additional staking services from the contractor.

FEES FOR SERVICESHOURLY NOT TO EXCEED \$21,600.00

2. CONSTRUCTION OBSERVATION

- a. The PROFESSIONAL will provide a part-time construction observer during construction to verify compliance with the contract documents at intervals appropriate to the stage of construction. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP). if any is required for the site, which is the sole responsibility of CLIENT. Anticipate 50 trips.
- b. The PROFESSIONAL will verify materials provided by the contractor are in accordance with the contract documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site.
- c. The PROFESSIONAL will verify inappropriate or damaged materials are not incorporated into the project by observing destruction of materials onsite and/or the Contractor hauling material off-site. The PROFESSIONAL will notify the CLIENT of inappropriate or damaged materials found at the site.
- d. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the specifications then the PROFESSIONAL will immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- e. The PROFESSIONAL shall keep a record or log of Contractor's activities observed during the periodic site visits, including notation on the nature and cost of any extra work or changes ordered during construction. This includes basic periodic log reports, not

including NPDES logs, identification of installed materials, observation of installation practices, overview of traffic control required for construction activities, and issuance for non-compliance, if required.

- f. The PROFESSIONAL will keep a record of contract quantities for payment applications and observe and document testing required of the contractor.
- g. The PROFESSIONAL shall observe grading and compaction during dam embankment work. No testing is included in this item.
- h. The PROFESSIONAL will assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.
- i. Observation Services provide the CLIENT with representation at the job site during the Construction Phases of the PROJECT which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents; however, such Observation Services do not guarantee the Contractor's performance. Observation Services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety used in the construction work.
- j. If the Contractor requests a waiver of any provisions of the plans and specifications, the PROFESSIONAL will make a recommendation on the request to the CLIENT for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CLIENT shall never be deemed to have authorized the PROFESSIONAL to consent to the use of defective workmanship or material.

FEES FOR SERVICESHOURLY NOT TO EXCEED \$26,500.00

3. CONSTRUCTION SURVEY

The PROFESSIONAL will provide construction survey services. Said services will be performed on an hourly basis in accordance with Snyder & Associates' current, Standard Fee Schedule.

- a. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control)
- b. Grade stakes for embankment slope and grades (Contour line layout throughout the construction phases)
- c. Paving hubs for trail and sidewalk replacement.
- d. Wood fence alignment.
- e. As-built conditions to verify with the design intent.

FEES FOR SERVICESHOURLY NOT TO EXCEED \$3,500.00

4. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made without CLIENT/PROFESSIONAL approval.

FEES FOR SERVICESHOURLY NOT TO EXCEED \$1,500

IV. COMPENSATION AND TERMS OF PAYMENT

A. BASIC PROFESSIONAL SERVICES (Previously Completed)

Supplemental Agreement No. 1	\$80,350
Original Agreement Basic Professional Services	\$73,700
Total Basic Professional Services Fees.....	\$154,050

B. ADDITIONAL SERVICES

<u>Task</u>	<u>Amount</u>
Construction Administration.....	\$21,600
Construction Observation	\$26,500
Construction Staking	\$3,500
Record Drawings	\$1,500
<u>Remaining Budget from Supplemental No. 1</u>	<u>(\$16,559.29)</u>
Total Supplemental Agreement No. 2	\$36,540.71



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the purchase of a towable grapple trailer for the Public Works Department in an amount not to exceed \$44,900.00, plus up to 10% of the estimated purchase price (\$4,490.00) for potential increases in the cost of the trailer due to market conditions.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

The City of Ankeny desires to purchase a towable grapple trailer which will be used by the Public Works Department for right-of-way maintenance and storm debris cleanup. Bailey's submitted the lowest-cost proposal meeting the City's criteria.

CITY MANAGER/STAFF RECOMMENDATIONS:

Authorizing the purchase of a towable grapple trailer for the Public Works Department, as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The purchase of a towable grapple trailer is included in the approved FY 2026 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the purchase of replacement parts for the FlowRider at the Cascade Falls Aquatic Center in an amount not to exceed \$142,295.00.

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

Cascade Falls' main attraction, the FlowRider, is now 15-years old. In 2024, water was detected in the oil while it was being serviced, which led to approximately \$17,000 in repairs to make it safely operational for the 2025 pool season. We have exceeded the average lifespan of this piece of equipment, which is 10 years. The City of Ankeny desires to purchase replacement parts for the FlowRider which consists of a new Pump and Pillow Padding on the Front and Rear Runouts. The goal is to have the new motor and pillow decking installed before the facility opens in 2026.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the purchase of replacement parts for the FlowRider at the Cascade Falls Aquatic Center in an amount not to exceed \$142,295.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The purchase of the FlowRider replacement parts is included in the FY2026 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Quote

This document contains a formal quotation. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available today.

The offering by Seller to the Purchaser includes the Design Services, Equipment Supply, and Installation Supervision of the Equipment as stated herein and as described in the following document.

2. Project Information

Client: City of Ankeny
 Project Number: TBD
 Date: August 6th, 2025

- Supply 2-3 available staff members/labor to help for the duration of the project.
- Goods to be offloaded when they arrive.
- Storage of materials before and after the project is completed.
- Any additional fees for shipping or storage due to Purchaser delays
- Freight of all required materials/goods to site
- All welding needed for upgrades if applicable for Pillow Padding only.

3. General Scope of Work and Pricing – US dollars

Itemized Scope of Work	Price
New FlowRider Pump (installation included)	\$94,795.00
Pillow Padding Front and Rear Runouts (installation included)	\$47,500.00
• Welder will be needed for 2 days for pillow padding installation	
Grand Total:	TBD \$142,295.00

Notes:

- Exclusive of the components being quoted for replacement or refurbishment in this document, the assumption is that all other components within the attraction are in good working order and are fit to be re-used. Examples may include Ride Surface, steel structure, pump, drive train, electrical panel, operator box, front and rear grating, side tensioners, and matting.
- Extra charges will be applied if supervision days go over allotted amount.
- This price quote is valid for forty-five (45) days.
- All applicable local taxes are not included.
- All import duties, taxes and freight are not included.
- Preliminary schedule to be provided upon request.

4. Client Responsibilities

- Reimbursements for travel, hotel, rental car for 1 or 2 FlowRider technicians
- Ride to be drained before upgrades started.

FLOWRIDER®



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the purchase of a 2026 Chevrolet Silverado 1500 4WD for the Police Department in an amount not to exceed \$30,665.50.

ORIGINATING DEPARTMENT

Police

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

The Police Department requests approval to purchase a 2026 Chevrolet Silverado 1500 4WD to replace a 2020 Dodge Ram 1500 that has developed significant mechanical issues. Repair costs now exceed the vehicle's market value, and the City's fleet technicians estimate that the truck's more than 100,000 miles and 10,000 idle hours equate to roughly 385,000 miles of engine wear.

The 2020 Dodge Ram was scheduled for replacement in FY 2027; however, due to current mechanical issues, immediate replacement is recommended. The vehicle is assigned to the Community Service Officers (CSO) and will be equipped with emergency lighting, department graphics, the Axon camera system, and a radio. Installation costs for these components are estimated at \$11,800.

State bid price: \$43,812.60

Karl Chevrolet price: \$43,665.50 (\$147.10 below state bid price)

Trade-in value: \$13,000

Net vehicle cost: \$30,665.50

Equipment installation: \$11,800 (to be purchased separately by PO)

Total Cost: \$42,465.50

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the purchase of a 2026 Chevrolet Silverado 1500 4WD for the Police Department in an amount not to exceed \$30,665.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This purchase was not included in the FY 2026 budget and will require a future budget amendment in the general fund.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Sales Proposal



Vehicle: [Retail] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$45,900.00
Dest Charge	\$2,595.00
Total Options	\$3,395.00
Subtotal	\$51,890.00
GOV DISCOUNT	(\$4,900.00)
TRADE IN	(\$13,000.00)
Subtotal Pre-Tax Adjustments	(\$17,900.00)
Less Customer Discount	(\$3,324.50)
Subtotal Discount	(\$3,324.50)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$30,665.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$30,665.50

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 26188. Data Updated: Aug 10, 2025 7:15:00 PM PDT.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to accept the Civil Service Commission certified list for promotion to Civil Engineering Technician II, subject to passing any further departmental requirements.

ORIGINATING DEPARTMENT

Human Resources

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. 08.18.25 memo to mayor

August 18, 2025

To: The Honorable Bobbi Bentz, Mayor, and City Council Members

From: Civil Service Commission

At the August 13, 2025, meeting of the Civil Service Commission, the following employees were certified eligible for promotion, subject to passing all other requirements.

Civil Engineering Technician II – Public Works:

RANK	LAST NAME	FIRST NAME
1	Teter	Jacob

Respectfully submitted,



Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the Trestle Ridge Estates Phase 3 Preliminary Plat and accept the public street name NW Trailside Drive.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

Trestle Ridge Estates Phase 3 is a proposed 31.2-acre (+/-) plat in the northwest quadrant of Ankeny, specifically located east of NW Weigel Drive and south of the High Trestle Trail. The project includes the construction of 54-single family residential lots, an outlot sized at 10.68 acres for multi-family residential restricted to 10 units/acre and three outlots for open space/storm water management. Two public streets (NW Trailside Drive, and NW 23rd Street) and multiple private streets within the multi-family portion of the development are proposed. Public sanitary sewer, water main and storm sewer are also proposed. 2.11 acres of parkland is required with this development. Payment in lieu of has been approved by the City's Parks Department and will be required during the final plat process. Payment will reflect the City's recently updated Parkland Dedication Ordinance.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Trestle Ridge Estates Phase 3 Preliminary Plat, and accept the public street name NW Trailside Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval at their meeting on August 5, 2025.

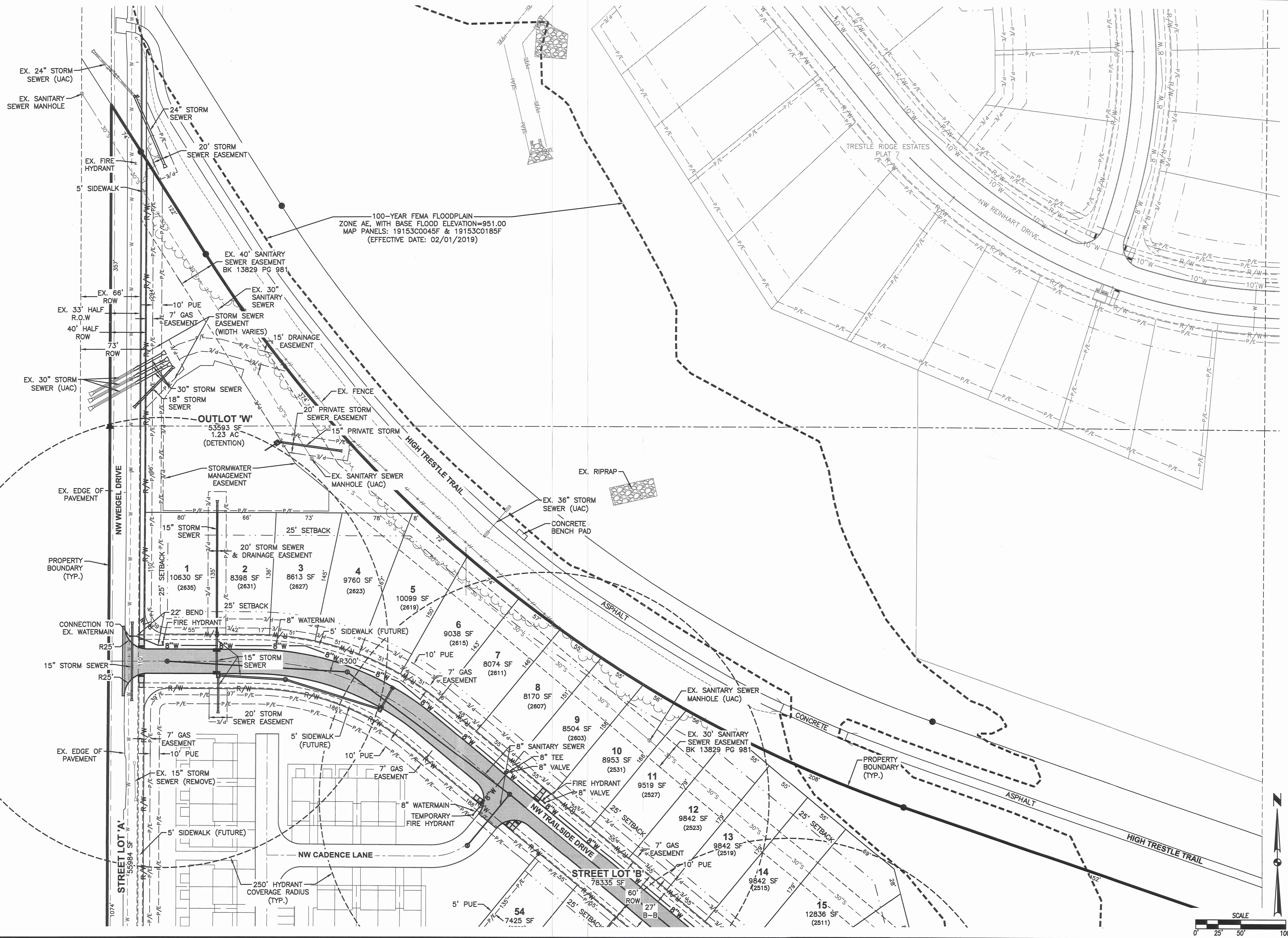
FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

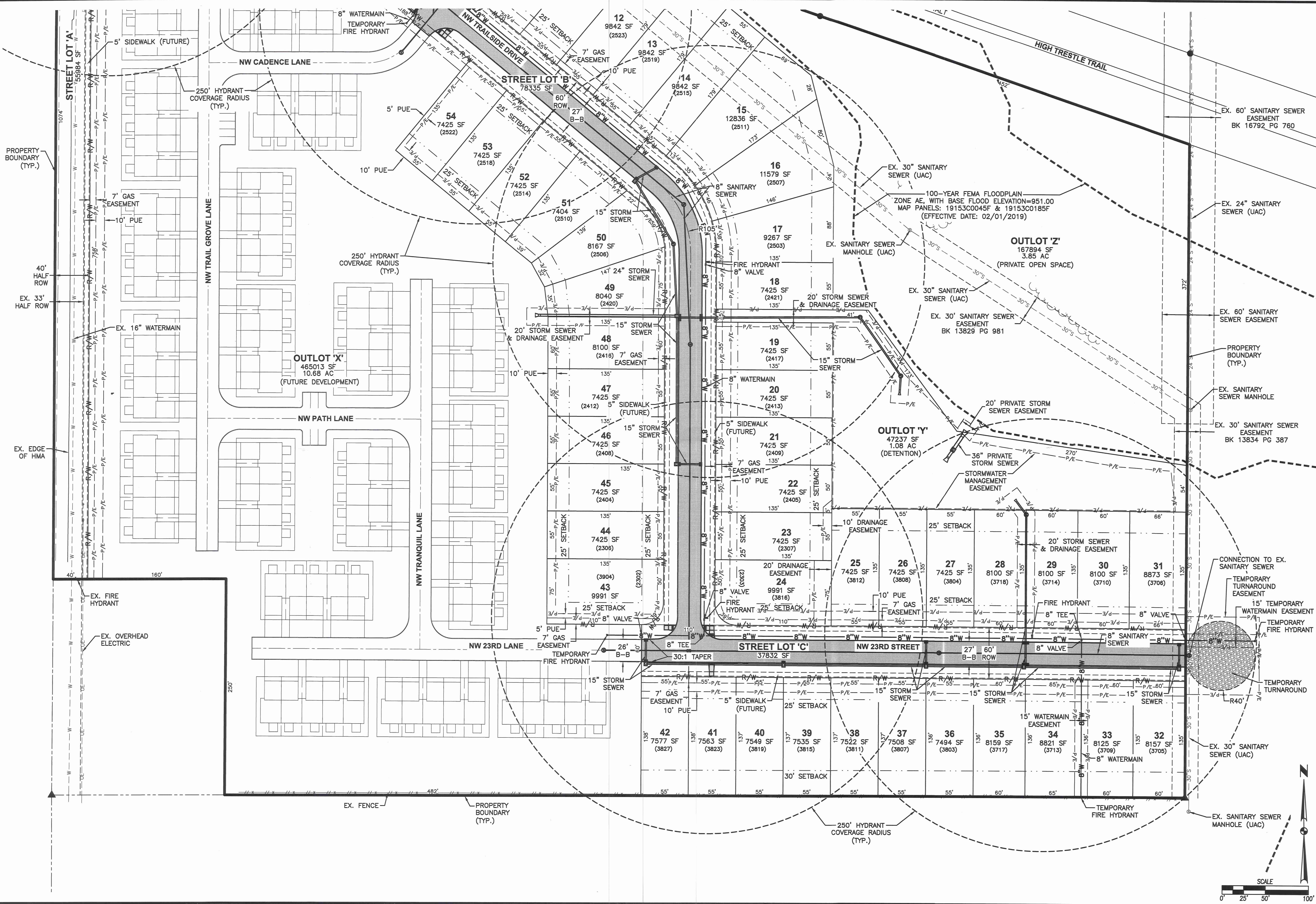
1. Preliminary Plat
2. PZ Minutes
3. Staff Report
4. Applicant Letter
5. Aerial Map



REVISIONS		DATE
FINAL SUBMITTAL	06/06/2025	
FOURTH SUBMITTAL	07/29/2025	
THIRD SUBMITTAL	07/29/2025	
SECOND SUBMITTAL	07/11/2025	
FIRST SUBMITTAL	06/20/2025	

4121 NW URBANDALE DRIVE URBANDALE, IOWA 50322 PHONE: (515) 369-4400	ENGINEER: EKO	ENGINEER: GH	EI: MAE
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2	5
TRESTLE RIDGE ESTATES PHASE 3	
PRELIMINARY PLAT	
ANKENY, IOWA	
2505.409	



REVISIONS	
DATE	DESCRIPTION
08/06/2025	FINAL SUBMITTAL
07/29/2025	FOURTH SUBMITTAL
07/25/2025	THIRD SUBMITTAL
07/11/2025	SECOND SUBMITTAL
06/20/2025	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

ENGINEER: EKO
ENGINEER: GH
EI: MAE

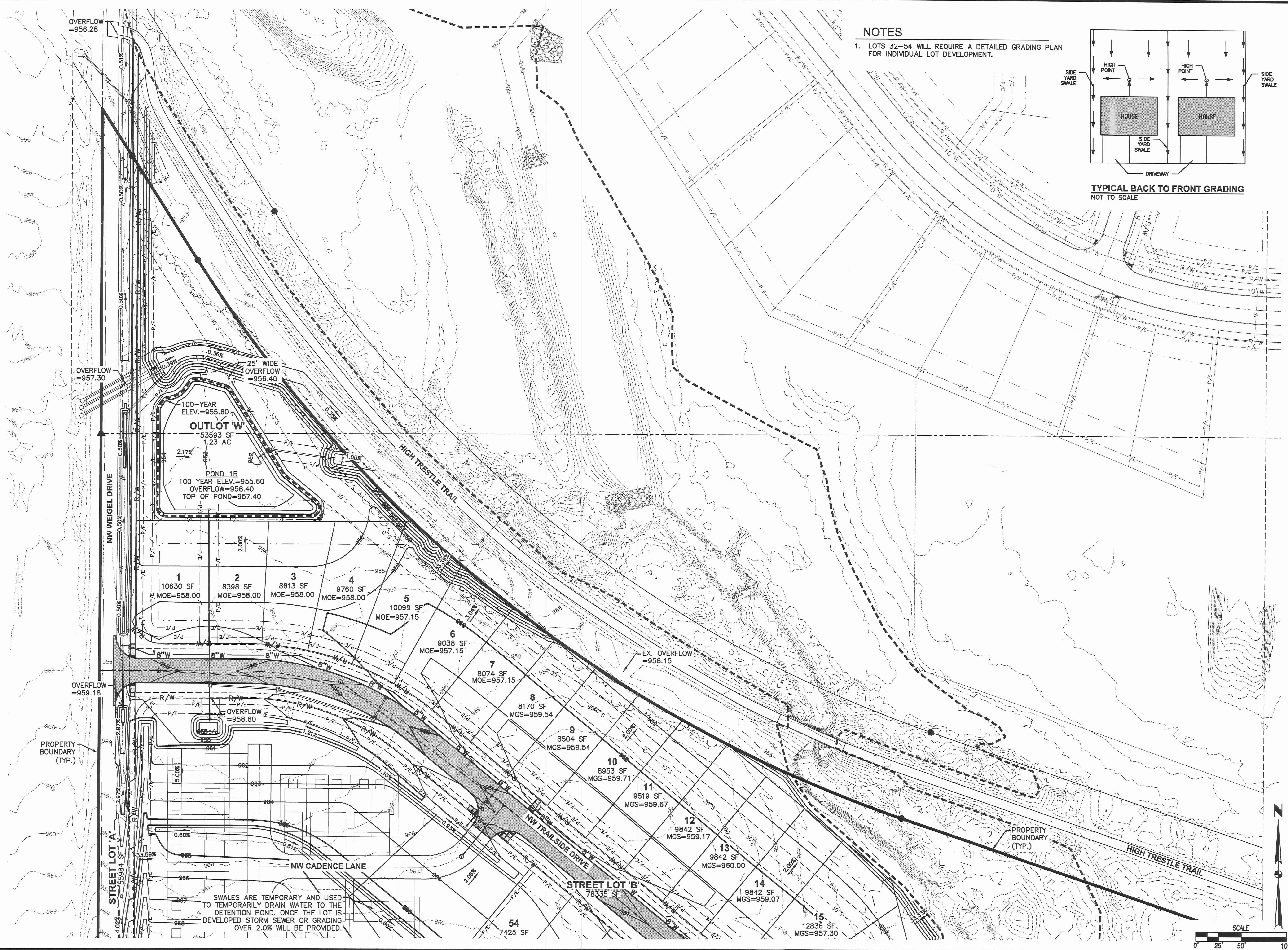
ANKENY, IOWA

3 TRESTLE RIDGE ESTATES PHASE 3
PRELIMINARY PLAT

2505.409

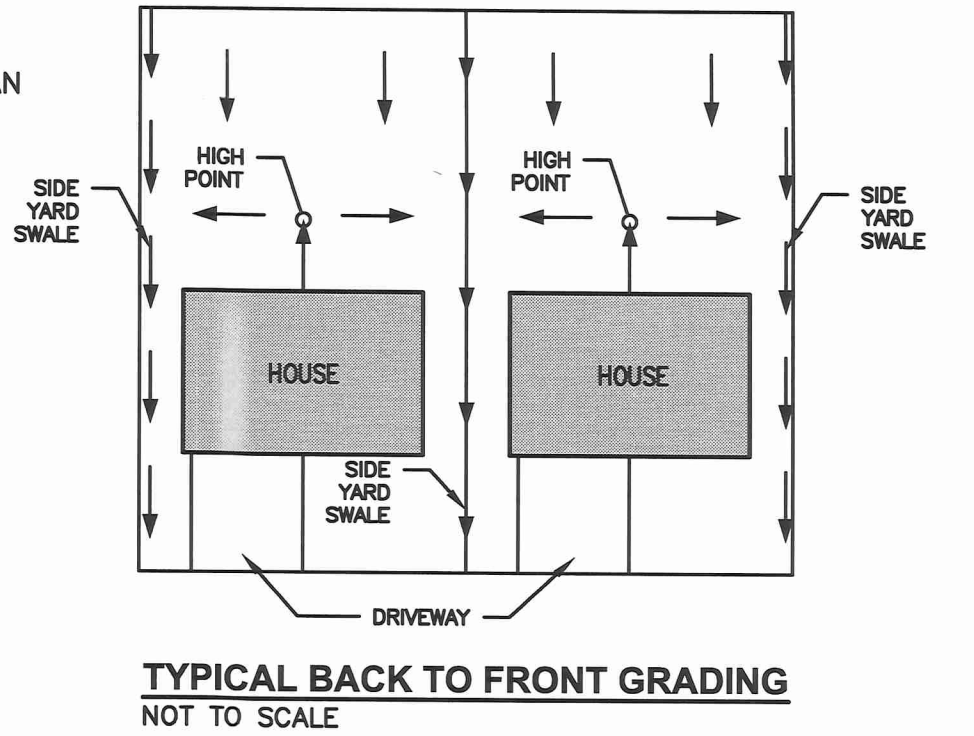
Page 275 of 564

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DATE: 8/7/25
PLOTTER: EBN
COMMENT: ENG.



NOTES

- LOTS 32-54 WILL REQUIRE A DETAILED GRADING PLAN FOR INDIVIDUAL LOT DEVELOPMENT.



4 TRESTLE RIDGE ESTATES PHASE 3 PRELIMINARY PLAT

2505.409
5

REVISIONS	DATE
FINAL SUBMITTAL	08/09/2025
FOURTH SUBMITTAL	07/29/2025
THIRD SUBMITTAL	07/25/2025
SECOND SUBMITTAL	07/11/2025
FIRST SUBMITTAL	06/20/2025

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

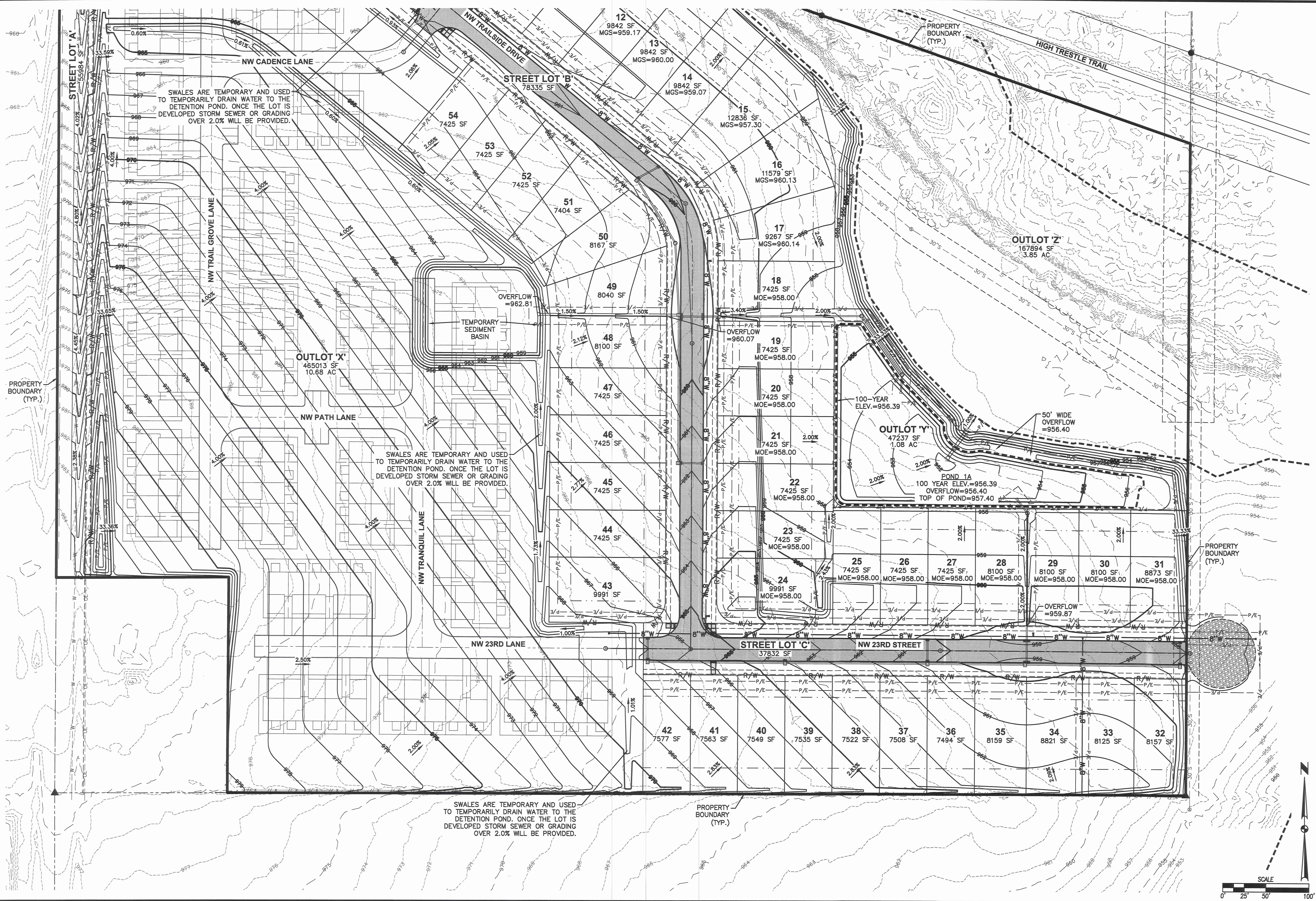


ANKENY, IOWA
CIVIL DESIGN ADVANTAGE

ENGINEER: EKO
ENGINEER: GH
EI: MAE

Page 276 of 564

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DATE: 8/7/2025 8:12 AM
COMMENTS: PRELIMINARY PLAT
PLOTTER: EBN OLENDKE TECH



REVISIONS	
DATE	DESCRIPTION
08/06/2025	FINAL SUBMITTAL
07/29/2025	FOURTH SUBMITTAL
07/25/2025	THIRD SUBMITTAL
07/11/2025	SECOND SUBMITTAL
06/20/2025	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

ENGINEER: EKO
ENGINEER: GH
EI: MAE

5
2505.409

5
PRELIMINARY PLAT

5
TRESTLE RIDGE ESTATES PHASE 3

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, August 5, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the August 5, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Lisa West, Todd Ripper, Glenn Hunter, Trina Flack, and Phil Tuning.

Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the August 5, 2025 agenda without amendments. Second by G.Hunter.
All voted aye. Motion carried 7 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

Chair Rapp shared that this portion of the meeting is for members of the public to speak regarding items, which are not listed as a public hearing on the agenda. When addressing the Commission, please provide your name, address, and use the podium.

There were no public comments.

BUSINESS ITEMS

Item #3. Trestle Ridge Estates Phase 3 Preliminary Plat

Staff Report: L.Hutzell reported the Trestle Ridge Estates Phase 3 Preliminary Plat is a proposed 31.2-acre plat in the northwest quadrant of Ankeny, located east of NW Weigel Drive and south of the High Trestle Trail. It is currently zoned PUD, Planned Unit Development. She explained that the project includes the construction of 54-single family residential lots, an outlot sized at 10.68 acres for multi-family residential restricted to 10 units/acre and three outlots for open space/storm water management. The proposal includes public and private streets, and public utilities. She provided an overview of the public and private streets, including development access and noted that the preliminary plat shows a temporary turn around at the east end of NW 23rd for utilization during the construction phase. L.Hutzell further provided details on water service, storm sewer and noted that the drainage study was submitted with the preliminary plat. A floodplain permit will be required prior to any groundwork. She shared that the City's Parks Department has agreed to accept payment in lieu of parkland. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Trestle Ridge Estates Phase 3 Preliminary Plat; and accept the public street name NW Trailside Drive.

T.Rapp inquired about the length of the turnaround on the east end of NW 23rd Street.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale, said that NW 23rd Street will eventually extend to the east with a cul-de-sac. She noted that it would be a long dead-end street since the property is surrounded by a creek on all sides. They presented an aerial map showing the layout of the cul-de-sac.

R.Weisheit asked if there would be enough space for the detention pond in Outlot X when developed. Erin Ollendike responded, yes. She said between the three ponds they will satisfy what is needed for the development.

Motion by T.Flack to recommend City Council approval of the Trestle Ridge Estates Phase 3 Preliminary Plat and accept the public street name NW Trailside Drive. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

Agenda Item: Trestle Ridge Estates Phase 3 – Preliminary Plat
Report Date: July 30, 2025
Prepared By: Laura Hutzell *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Trestle Ridge Estates Phase 3 Preliminary Plat; and accept the public street name NW Trailside Drive.

Project Summary:

Trestle Ridge Estates Phase 3 is a proposed 31.2-acre (+/-) plat in the northwest quadrant of Ankeny, specifically located east of NW Weigel Drive and south of the High Trestle Trail. The project includes the construction of 54-single family residential lots, an outlot sized at 10.68 acres for multi-family residential restricted to 10 units/acre and three outlots for open space/storm water management. Two public streets (NW Trailside Drive, and NW 23rd Street) and multiple private streets within the multi-family portion of the development are proposed. Public sanitary sewer, water main and storm sewer are also proposed. 2.11 acres of parkland is required with this development. Payment in lieu of has been approved by the City's Parks Department and will be required during the final plat process. Payment will reflect the City's recently updated Parkland Dedication Ordinance.

Project Report:

Streets:

The preliminary plat includes the addition of new public streets NW Trailside Drive as well as private streets, NW Tranquil Lane, NW Path Lane, NW Trail Grove Lane, and NW Cadence Lane. The single-family portion of the development will be accessed off of NW Weigel Drive via NW Trailside Drive. NW Trailside Drive then connects at the south end of the development to NW 23rd Street. The preliminary plat shows a temporary turn around at the east end of NW 23rd for utilization during the construction phase. NW 23rd Street turns into NW 23rd Lane as it extends west providing access to the future, multi-family portion of the development. Five-foot sidewalks will be required throughout the development including a 5-foot sidewalk extending north along NW Weigel Drive providing a connection to the High Trestle Trail.

Water: A 16-inch water main exists along NW Weigel Drive. An 8-inch line will be installed along NW Trailside Drive and extended throughout the remainder of the proposed development.

- Sewer: 24-inch storm sewer exists at the northwest corner of the plat boundary along with a 30-inch storm sewer just west of outlot W. These will be extended into the development via 15-inch and 18-inch drainage pipes. There is also a 30-inch sanitary sewer existing along the eastern boundary of the plat, this will be extended through Outlot Z and lots 4-16 of which fence, structures, trees shall not be allowed in the rear of these lots within the sanitary sewer easement.
- Drainage: A drainage study has been submitted with this preliminary plat, which includes utilizing the best available data provided by the 2D-BLE Model from the Army Corps of Engineers. A floodplain development permit will also be required prior to any ground work. The proposed multi-family outlot will be required to provide its own detention in the future. Stormwater for the entire site will be conveyed via storm sewer and overland flowage.
- Park site: The City's Parks Department has agreed to accept payment in lieu of. Total parkland required with this development is 2.11 acres. Payment will reflect the recently approved Parkland Ordinance.

July 11, 2025

Honorable Mayor, City Council & Planning & Zoning Commission
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Trestle Ridge Estates Phase 3 Preliminary Plat

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Jerry's Homes, Inc., we respectfully submit herewith the Trestle Ridge Estates Phase 3 Preliminary Plat in request for approval. This property consists of 31.2 acres and is located east of NW Weigel Drive and south of the High Trestle Trail. These documents were prepared in accordance with Ankeny's standards and meet the requirements of the R-3 Multiple Family Residence District with restrictions and the PUD requirements that exist on the property. This project features the construction of 54 single family residential lots, an outlot sized at 10.68 acres for multi-family residential restricted to 10 units/acre and three outlots for open space/stormwater management.

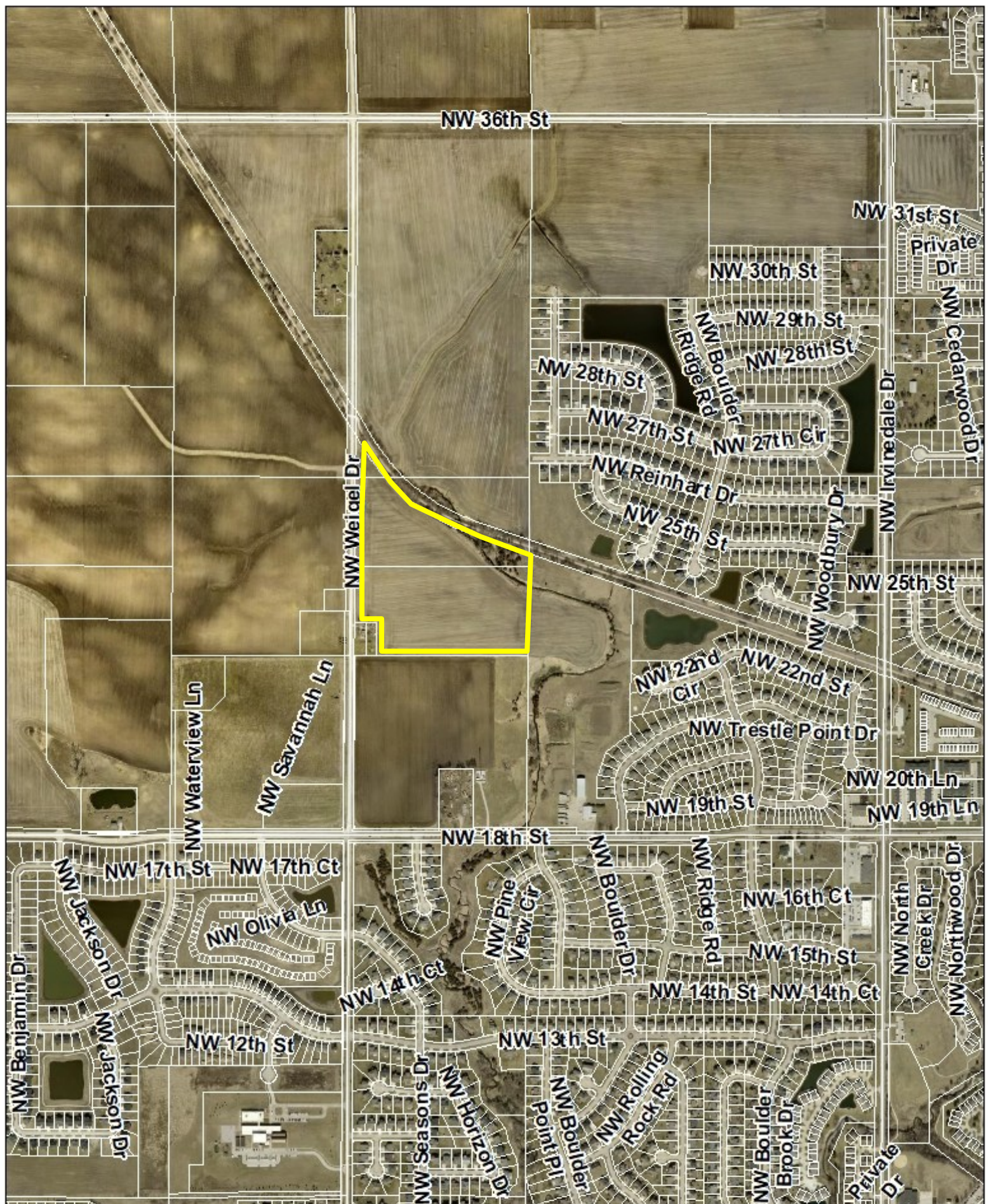
Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.



1 inch = 902 feet

Date: 10/4/2024

Trestle Ridge Estates Phase 3 Preliminary Plat

Aerial Map





ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 6925 SE Four Mile Drive and associated with the development of the Old Dominion Freight Line Ankeny Terminal Expansion Site Plan.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Easement

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: 515-963-3551

RESOLUTION

**RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE
COVENANT AND PERMANENT EASEMENT AGREEMENT,
LOCATED ON THE PROPERTY AT 6925 SE FOUR MILE DRIVE AND ASSOCIATED WITH
THE DEVELOPMENT OF THE OLD DOMINION FREIGHT LINE ANKENY TERMINAL
EXPANSION SITE PLAN**

WHEREAS, the Plan & Zoning Commission of the City of Ankeny, Iowa, approved the Old Dominion Freight Line Ankeny Terminal Expansion Site Plan on August 5, 2025;

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 6925 SE Four Mile Drive and Associated with the development of the Old Dominion Freight Line Ankeny Terminal Expansion Site Plan, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the property at 6925 SE Four Mile Drive and associated with the development of the Old Dominion Freight Line Ankeny Terminal Expansion Site Plan is hereby accepted.

PASSED AND APPROVED this 18th day of August, 2025.

CITY OF ANKENY

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Hoyt + Berenyi, LLC., 346 Seacoast Pkwy, Suite 200, Mount Pleasant, SC 29464, Phone: 843-534-5334

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between Old Dominion Freight Line, Inc. (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

LOT 1 as shown on the "OLD DOMINION FREIGHT LINE PLAT 1" Final Plat.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

See Attached Exhibit "B"

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above-described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited

Property owners ("Owners") in Old Dominion Freight Line, Ankeny shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of Lot 1 is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by or under the direct supervision of a qualified stormwater professional, such as a certified ICIMSP professional or a licensed Professional Engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

100% assessed to the Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above-described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 19. The Owners, the City and their agents, contractors, employees and assigns 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 as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

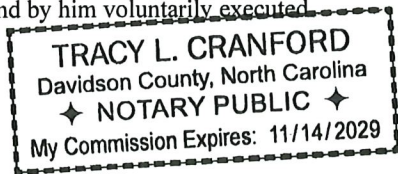
Signed this 21st day of July, 2025.

Grantor: **OLD DOMINION FREIGHT LINE, INC.**

By: [Signature]
Name: C.E. OVERBEY, JR
Title: SENIOR VP – STRATEGIC DEVELOPMENT

NORTH CAROLINA
STATE OF IOWA, COUNTY OF DAVIDSON, ss:

On this 21st day of July, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared C.E. Overbey, Jr., to me personally known, who being by me duly sworn, did say that he is SVP – Strategic Development, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Old Dominion Freight Line, Inc., by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa North Carolina

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and OLD DOMINION FREIGHT LINE, INC., hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

See "(N) STORMWATER MANAGEMENT EASEMENT" as shown and described in Exhibit "B"

and applies to the property described as:

LOT 1, OLD DOMINION FREIGHT LINE PLAT 1, being an official plat located in the City of Ankeny, Polk County, Iowa, as recorded on February 12, 2012 in Book 14161 at Page 127.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

- B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: OLD DOMINION FRIEGHT LINE, INC.

By

Name

C.E. OVERBEY, JR., SVP – STRATEGIC DEVELOPMENT

Date

7-21-2025

Witness

Name

Tracy L. Cranford
Tracy L. Cranford

LENDER NAME: NOT APPLICABLE

By:

Name:

Title:

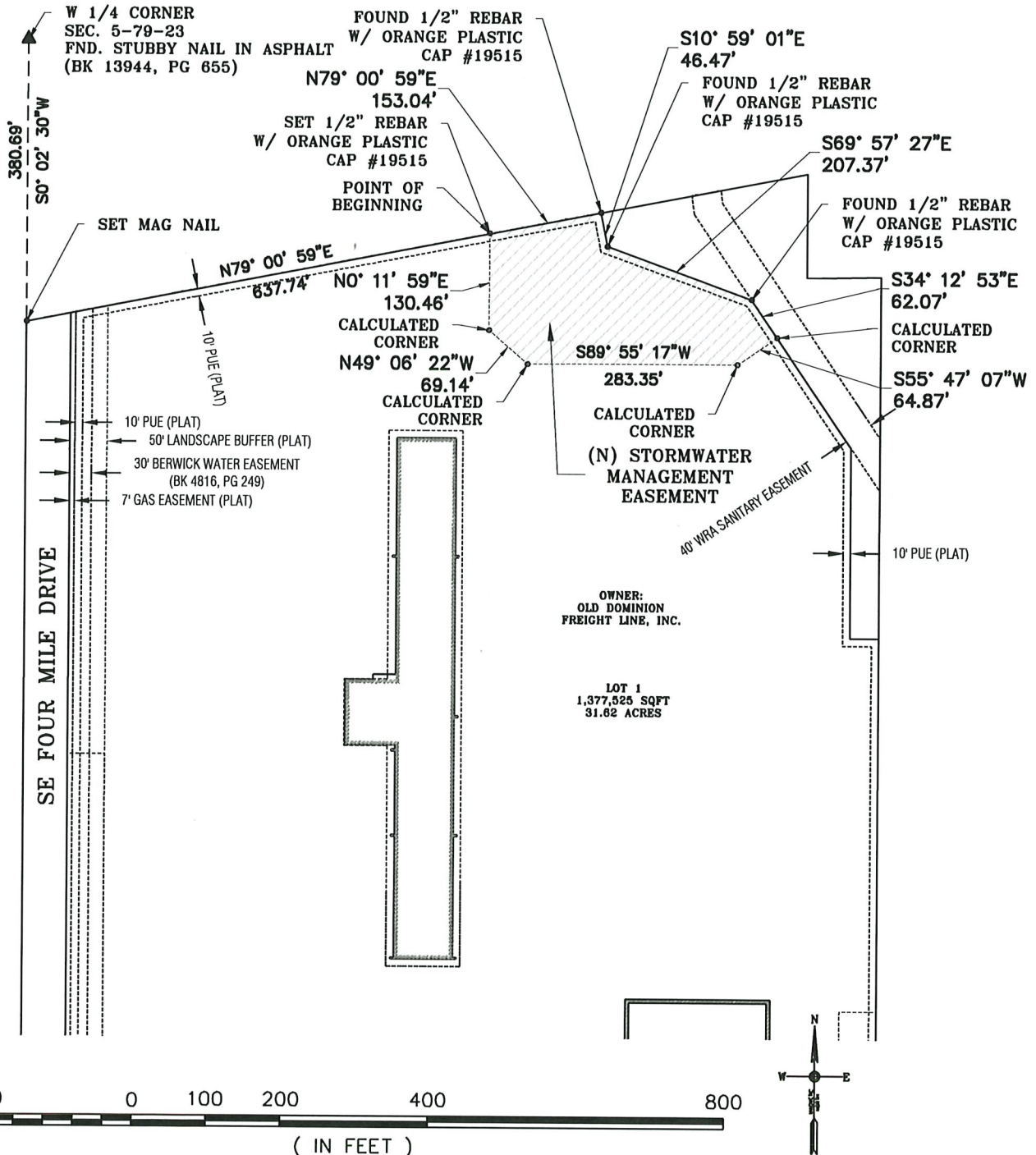
EASEMENT EXHIBIT "B"

EASEMENT DESCRIPTION

STORMWATER MANAGEMENT EASEMENT

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, THENCE SOUTH 00°02'30" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 , A DISTANCE OF 380.69 FEET; THENCE NORTH 79°00'59" EAST, A DISTANCE OF 637.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°00'59" EAST, A DISTANCE OF 153.04 FEET; THENCE SOUTH 10°59'01" EAST, A DISTANCE OF 46.47 FEET; THENCE SOUTH 69°57'27" EAST, A DISTANCE OF 207.37 FEET; THENCE SOUTH 34°12'53" EAST, A DISTANCE OF 62.07 FEET; THENCE SOUTH 55°47'07" WEST, A DISTANCE OF 64.87 FEET; THENCE SOUTH 89°55'17" WEST, A DISTANCE OF 283.35 FEET; THENCE NORTH 49°06'22" WEST, A DISTANCE OF 69.14 FEET; THENCE NORTH 00°11'59" EAST, A DISTANCE OF 130.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.247 ACRES (54,300 SF).

 HOYT + BERENYI P.O. Box 1470 Ladson, SC 29456 843.408.3546 www.HoytBerenyi.com	TITLE: EASEMENT EXHIBIT "B"		EXHIBIT: B.1
	JOB NAME:	SCALE:	
	ODFL Ankeny Terminal Expansion	NOT TO SCALE	
	JOB NUMBER:	DATE:	
	24-046	January 8, 2025	



P.O. Box 1470 Ladson, SC 29456 | 843.408.3546 | www.HoytBerenyi.com

TITLE: EASEMENT EXHIBIT "B"

JOB NAME:
ODFL Ankeny Terminal Expansion

SCALE:
1" = 200'

JOB NUMBER:
24-046

DATE:
January 8, 2025

EXHIBIT:

B.2



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Garrett and Haley Castelline - 102 SW Sharmin Drive)

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 temporary construction easement from Garrett and Haley Castelline to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt **RESOLUTION** accepting temporary construction easement from Garrett and Haley Castelline to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the temporary construction easement is \$2,155.00. The cost for the temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 75- Resolution - Accepting Purchase and Approving Acquisition
2. P 75 - Purchase Agreement
3. P 75 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 102 SW SHARMIN DRIVE FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Garrett and Haley Castelline at 102 SW Sharmin Drive to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 temporary construction easement from Garrett and Haley Castelline at 102 SW Sharmin Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Garrett Castelline, a ~~single person~~ ^{married}
102 SW Sharmin Drive
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$2,155.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$6.00/SF x 100% =	\$ 00.00
Permanent Easement (Sidewalk):	0 SF x \$6.00/SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$6.00/SF x 50% =	\$ 00.00
Temporary Easement:	1,725 SF x \$0.60/SF x 1.5 years =	\$1,555.00
Other Considerations:	Cost to Cure = Removal of Tree	\$ 600.00
Total Compensation:	(Rounded Up)	\$2,155.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

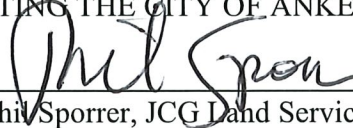
3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2027 to October 1, 2028 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

Dated at Ankeny, Iowa, this 14th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 14th day of July, 2025.

By: 
Garrett Castelline

By: 
Print: Haley Castelline

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of Ankeny, Iowa

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Garrett Castelline, married, and Haley Castelline, his wife, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 14th day of July, 2025.

Garrett Castelline

By: Haley Castelline

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 14th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Garrett and Haley
Castelline

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) Phil Sporre (Sign in Ink)

Phil Sporre (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

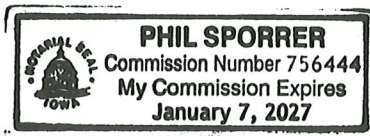
☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

☐ 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)
Garrett Castelline

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Scott and Rebekah Iler - 101 SW Arlan Drive)

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 temporary construction easement from Scott and Rebekah Iler to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Scott and Rebekah Iler to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the temporary construction easement is \$2,540.00. The cost for the temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 82 - Resolution - Accepting Purchase and Approving Acquisition
2. P 82 - Purchase Agreement
3. P 82 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 101 SW ARLAN DRIVE FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Scott and Rebekah Iler at 101 SW Arlan Drive to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 temporary construction easement from Scott and Rebekah Iler at 101 SW Arlan Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Scott K Iler and Rebekah J Iler, a married couple
 101 SW Arlan Drive
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$2,540.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$6.00 / SF x 100% =	\$ 00.00
Permanent Easement (Sidewalk):	0 SF x \$6.00 / SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$6.00 / SF x 50% =	\$ 00.00
Temporary Easement:	1,818 SF x \$0.60/SF x 1.5 years =	\$1,640.00
Other Considerations:	Cost to Cure = Removal of tree and shrubs	\$ 900.00
Total Compensation:	(Rounded Up)	\$2,540.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

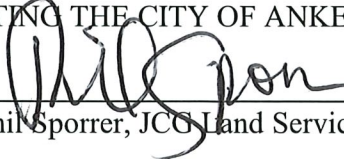
3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2027 to October 1, 2028 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

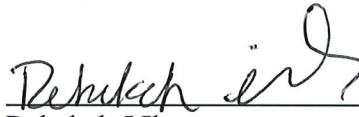
Dated at Ankeny, Iowa, this 14th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Phil Sporrer, JCO Land Services, Inc.

THIS OFFER IS ACCEPTED on this 14th day of July, 2025.

By: 
Scott K Iler

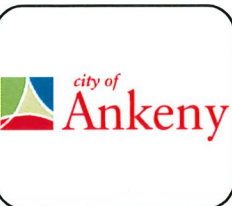
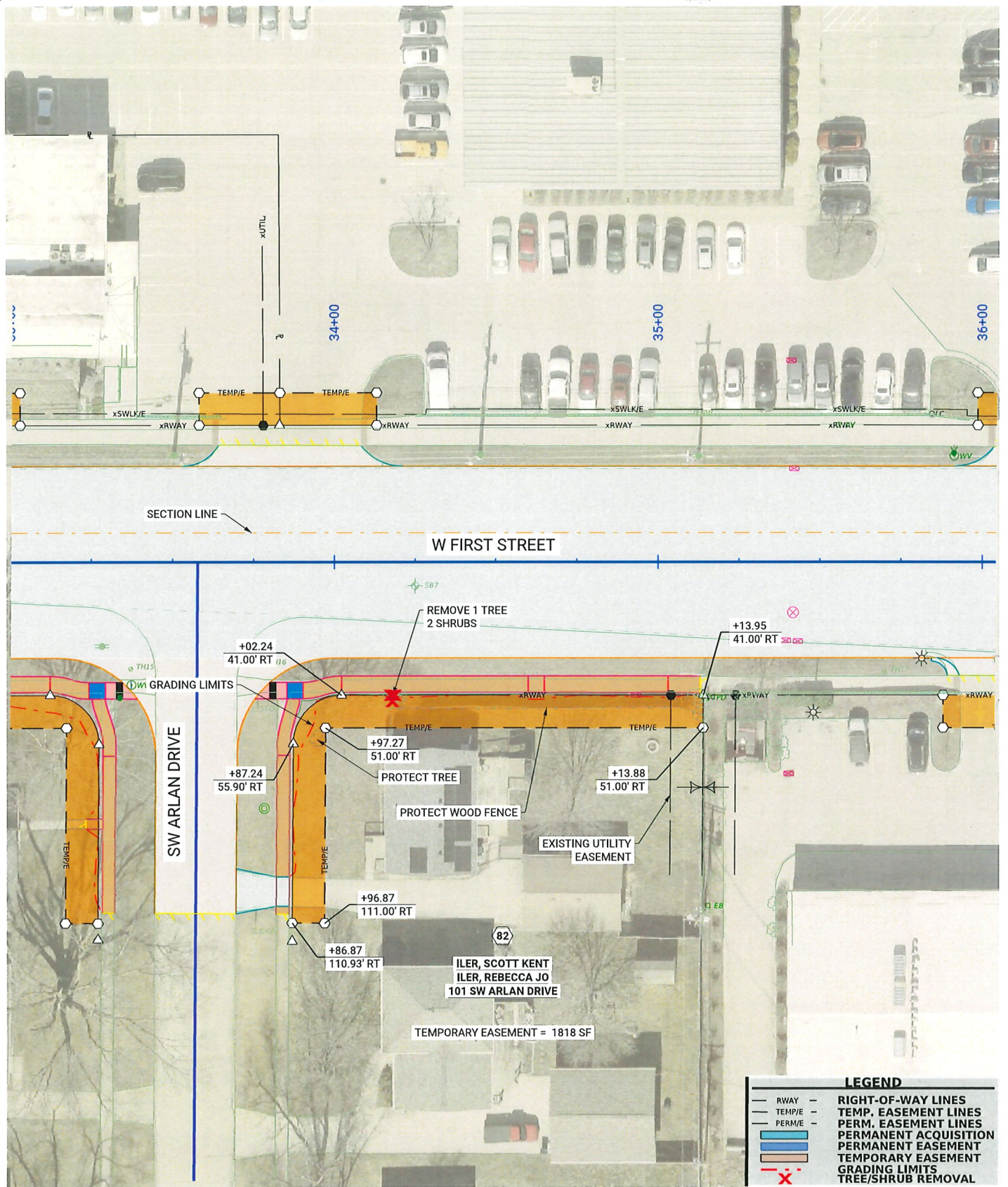
By: 
Rebekah J Iler

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of Ankeny, Iowa

6/26/2025 9:25:51 AM p:\w\foth-pw-bentley.com\foth-pw-01\Documents\Clients\Ankeny\Ankeny IA\West First St Widening and Improvements - Phase 2\CAD\Displays\Parcel Displays\0024A002.00_DSP_PARC01



W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA

Foth



PARCEL 82

0 20 40

SCALE: 1" = 40'

DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Scott K Iler and Rebekah J Iler, a married couple, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 14th day of July, 2025.

[Signature]
Scott K Iler

[Signature]
Rebekah J Iler

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 14th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Scott K. and Rebekah J. Iler

Iler to me personally known
or X 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) [Signature] (Sign in Ink)

Phil Sporre (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)
Scott K Iler
Rebekah J Iler

ACCEPTANCE BY CITY



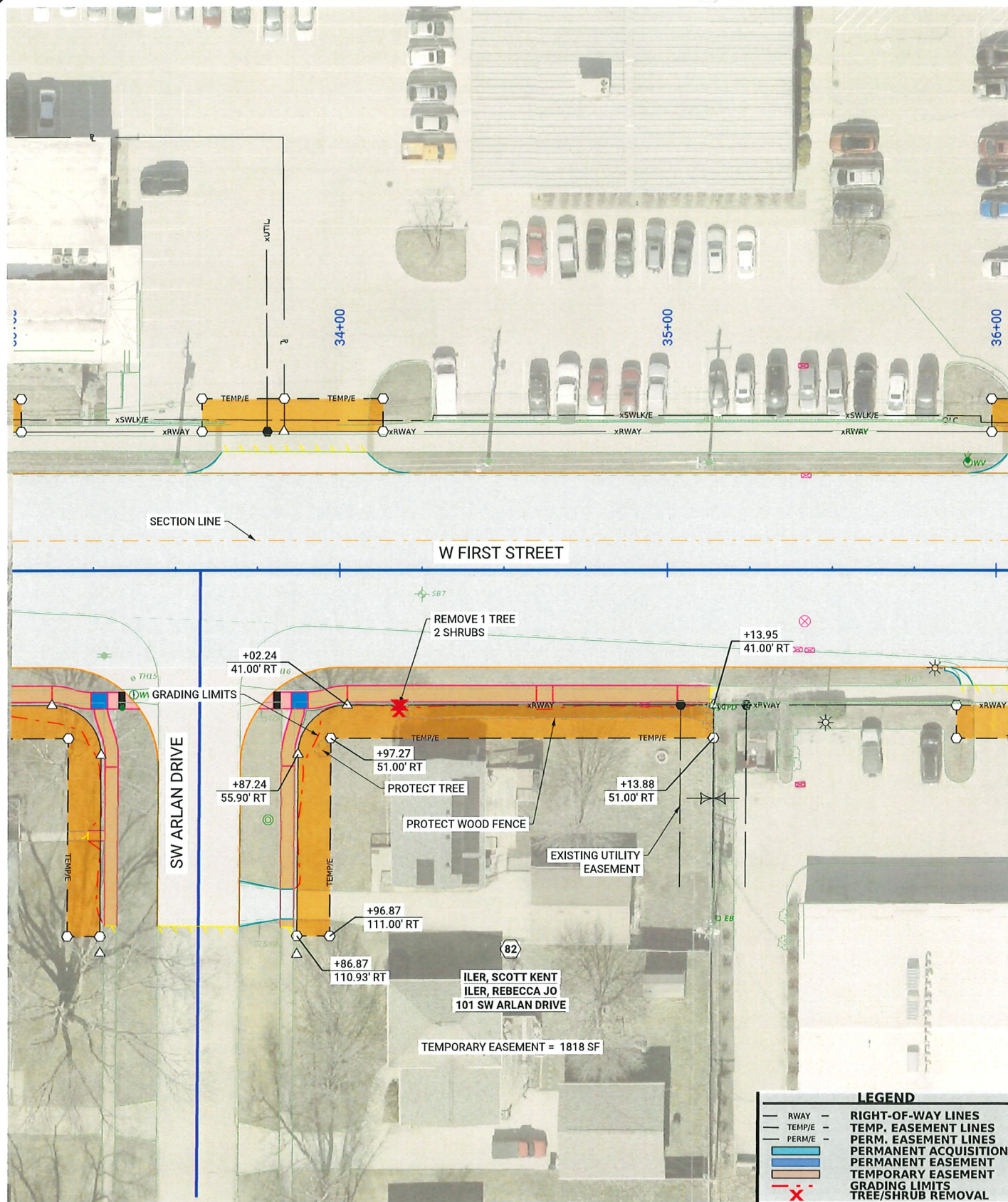
STATE OF IOWA, COUNTY OF POLK, ss:

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

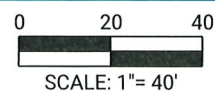
6/26/2025 9:25:51 AM pwr://foth-pw-01/Documents/Clients/Ankeny IA C/West First St Widening and Improvements - Phase 2/CAD/Displays/Parcel Displays/0024A002.00_DSP_PARC01



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 82



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (Vince T. Weber and Sharon E. Lesan as Trustees of the Lesan-Weber Trust - 401 SW Westlawn Drive)

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 storm sewer and overland flowage easement from the Lesan-Weber Trust to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt **RESOLUTION** accepting permanent storm sewer and overland flowage easement from Vince T. Weber and Sharon E. Lesan as Trustees of the Lesan-Weber Trust at 401 SW Westlawn Drive to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 19, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements - Phase 1 project.

FISCAL IMPACT

The total compensation for the permanent storm sewer and overland flowage easement is \$5,575.00. The cost for the permanent storm sewer and overland flowage easement is part of the project costs for the Westlawn Place Area Utility Improvements - Phase 1 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

2024 & 2025: Property owners throughout the Westlawn Place neighborhood were sent three letters with details of the over neighborhood project, including phasing maps showing the 16 proposed projects over approximately 10 years. Property owners within the project limits for Phase 1 were sent an additional letter on June 19, 2025 containing more specific information including the identification of properties with proposed acquisitions. A Public Information Meeting for Phase 1 property owners will be held in early September 2025.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 30 - Resolution for Purchase Agreement
2. Parcel 30 - Purchase Agreement
3. Parcel 30 - Perm Storm Sewer and Overland Flowage Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT STORM SEWER AND OVERLAND FLOWAGE EASEMENT
AT 401 SW WESTLAWN DRIVE FOR THE
WESTLAWN PLACE AREA UTILITY IMPROVEMENTS – PHASE 1 PROJECT IN
ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent storm sewer and overland flowage easement be granted by Vince T. Weber and Sharon E. Lesan as Trustees of the Lesan-Weber Trust at 401 SW Westlawn Drive to facilitate the construction of the Westlawn Place Area Utility Improvements – Phase 1 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent storm sewer and overland flowage easement necessary for the construction of the Westlawn Place Area Utility Improvements – Phase 1 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 storm sewer and overland flowage easement from Vince T. Weber and Sharon E. Lesan as Trustees of the Lesan-Weber Trust at 401 SW Westlawn Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Storm Sewer and Overland Flowage Easement for the completion of the Westlawn Place Area Utility Improvements – Phase 1 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE

To Seller: Vince T. Weber and Sharon E. Lesan as Trustees of The Lesan-Weber Trust u/t/a
dated June 22, 2021
401 SW Westlawn Drive
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$5,575.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$8.25 / SF x 100% =	\$	0.00
Permanent Easement:	1,349 SF x \$8.25 / SF x 50% =	\$	5,575.00
Temporary Easement:	0 SF x \$8.25 / SF x 8% x 1.5 years =	\$	0.00
Other Considerations:	Cost to Cure =	\$	0.00
Total Compensation:	(Rounded Up)	\$	5,575.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the Westlawn Place Area Utility Improvements – Phase 1 project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Other. Seller is allowed to keep the existing shed and garden within the new easement area. The City has the right to remove any landscaping and/or infrastructure located within the easement if the existing storm sewer needs to be repaired or replaced in the future.

Seller will remove the garden, and the planter box located on the City's property to the north of the 401 SW Westlawn Drive property line no later than 03/15/2026; otherwise, the City will remove and dispose of them. Seller cannot place any landscaping and/or infrastructure within the City's property to the north of the 401 SW Westlawn Drive property line post-construction.

Dated at Ankeny, Iowa, this 7th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Cliff Barker
Cliff Barker, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 7th day of July, 2025.

LESAN-WEBER TRUST U/T/A DATED JUNE 22, 2021

By: Vince T. Weber
Vince T. Weber, Trustee

By: Sharon E. Lesan
Sharon E. Lesan, Trustee

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of Ankeny, Iowa

EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

THE EAST 15.00 FEET OF LOT 12, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.03 ACRES (1,349 SF).



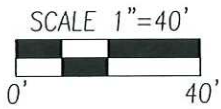
FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 30-OVERLAND AND STORM SEWER EASEMENT.DWG
FILE DATE: 5/2/25 DATE PLOTTED: 6/2/2025 1:45 PM
PLOTTED BY: MATTHEW ROSONKE



PT. LOT 12
WESTLAWN PLACE PLAT 3
EASEMENT PLAT ANKENY, IOWA

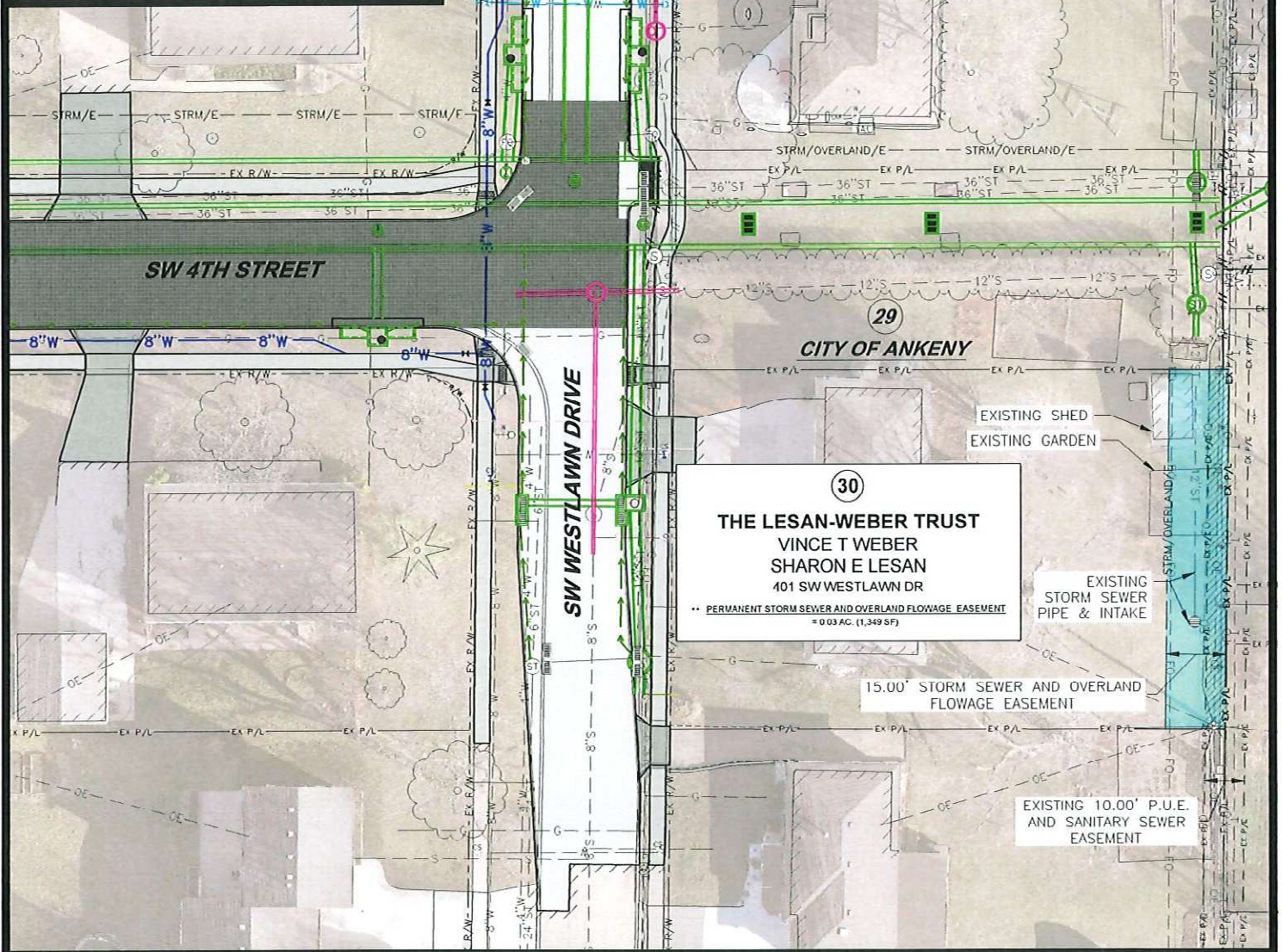


4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400



LEGEND

- EXISTING PERMANENT EASEMENT ——— EX P/E ———
- EXISTING PROPERTY LINE ——— EX P/L ———
- EXISTING RIGHT OF WAY LINE ——— EX R/W ———
- PROPOSED PERMANENT EASEMENT LINE ——— STRM/OVERLAND/E ———
- PROPOSED STORM SEWER
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT



1/1
2503.213

PARCEL 30
VINCE T. WEBER AND SHARON E. LESAN AS
TRUSTEES OF THE LESAN-WEBER TRUST
EASEMENT EXHIBIT

ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: TECH:

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Vince T. Weber and Sharon E. Lesan, as Trustees of the Lesan-Weber Trust u/t/a dated June 22, 2021, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate (the "Easement Area"):

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Storm Sewer and Appurtenances
Public Overland Flowage**

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, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and 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.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 7th day of July, 202025.

Lesan-Weber Trust u/t/a dated June 22, 2021

Deceased
Vince T. Weber, Trustee

Sharon Lesan
Sharon E. Lesan, Trustee

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 7 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Sharon E. Lesan

_____ 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.



Cliff Barker (Sign in Ink)
Cliff Barker (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)
Lesan-Weber Trust u/t/a
dated June 22, 2021

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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 'A' - EASEMENT PLAT

STORM SEWER AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

THE EAST 15.00 FEET OF LOT 12, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.03 ACRES (1,349 SF).



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503 213 PARCEL 30-OVERLAND AND STORM SEWER EASEMENT.DWG
FILE DATE: 5/2/25 DATE PLOTTED: 6/2/2025 1:45 PM
PLOTTED BY: MATTHEW ROSONKE



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (MCL Properties 2, LLC - 2020 W 1st Street)

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 temporary construction easement from MCL Properties 2, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from MCL Properties 2, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the temporary construction easement is \$450.00. The cost for the temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 29 - Resolution - Accepting Purchase and Approving Acquisition
2. P 29 - Purchase Agreement
3. P 29 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 2020 W 1ST STREET FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by MCL Properties 2, LLC at 2020 W 1st Street to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 temporary construction easement from MCL Properties 2, LLC at 2020 W 1st Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE

To Seller: MCL Properties 2, LLC, an Iowa Limited Liability Company
PO Box 864
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$450.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$6.00/ SF x 100% =	\$ 00.00
Permanent Easement (Sidewalk):	0 SF x \$6.00/ SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$6.00/ SF x 50% =	\$ 00.00
Temporary Easement:	300 SF x \$0.60/ SF x 2.5 years) =	\$450.00
Other Considerations:	Cost to Cure =	\$ 00.00
Total Compensation:	(Rounded Up)	\$450.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2026 to October 1, 2028 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

Dated at Ankeny, Iowa, this 24th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Phil Sporrer
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 24th day of July, 2025.

MCL PROPERTIES 2, LLC, AN IOWA LIMITED LIABILITY COMPANY

By:

Jason Smith
Print Jason Smith

Title:

owner

By:

Print _____

Title:

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

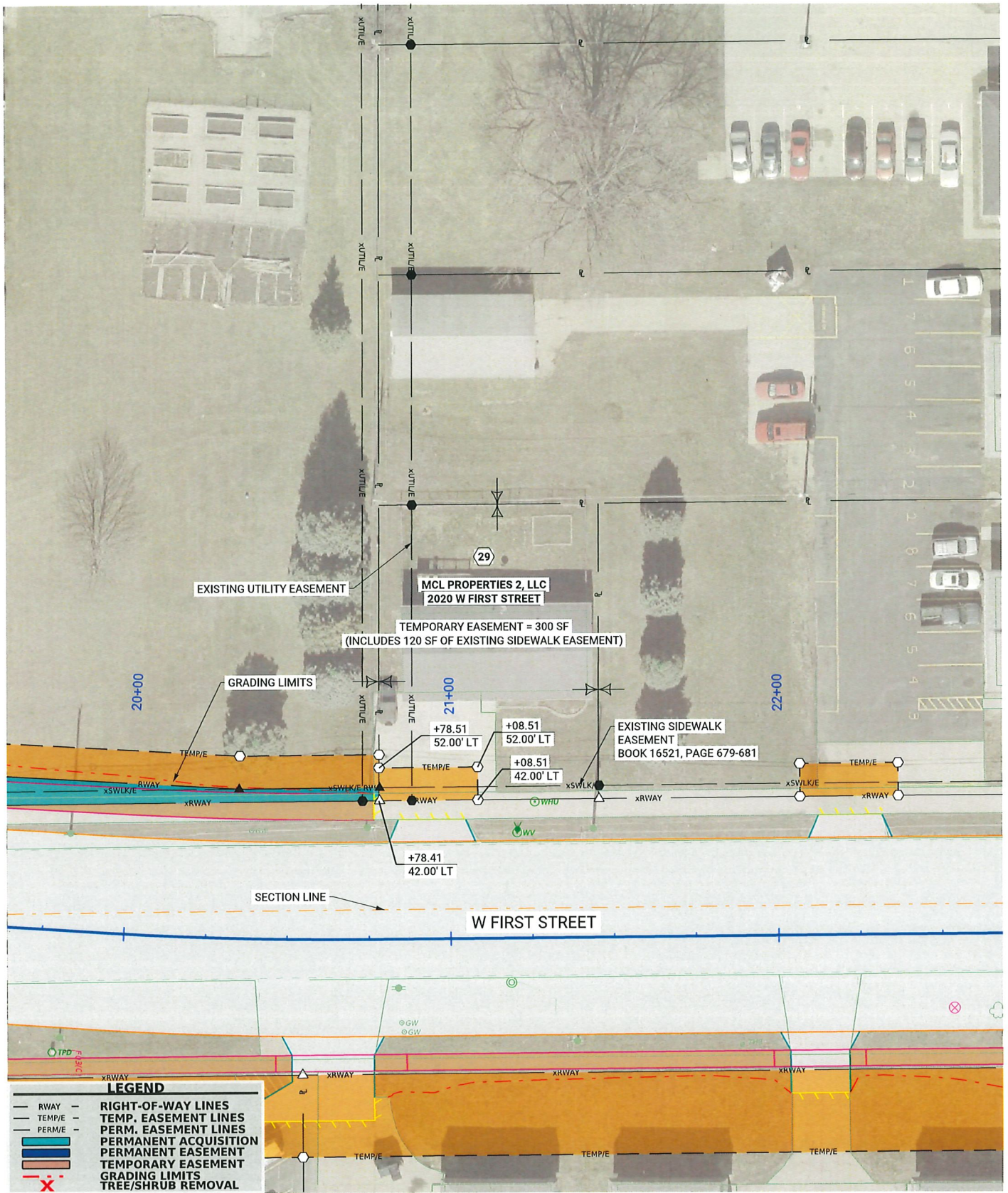
By:

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk of the City of Ankeny, Iowa

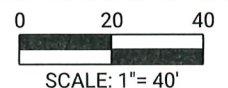
6/26/2025 9:25:11 AM p:\w\foth-pw-01\Documents\Clients\Ankeny\IA C\West First St Widening and Improvements - Phase 2\CAD\Displays\Parcel Displays\0024A002_00_DSP_PARC01



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 29



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, MCL Properties 2, LLC, an Iowa Limited Liability Company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24th day of July, 2025.

MCL PROPERTIES 2, LLC, AN IOWA LIMITED LIABILITY COMPANY

[Signature]
Signed

Jason Smith owner
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 24th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Jason Smith

_____ 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) Phil Sporrer (Sign in Ink)
Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

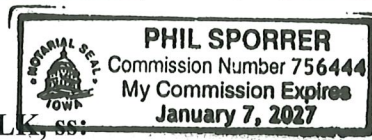
☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s) Owner
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
MCL PROPERTIES 2, LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:



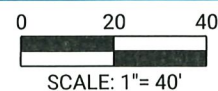
I, Michelle Yуска, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa



PARCEL 29





ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (MCL Properties 2, LLC - 2010 W 1st Street)

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 temporary construction easement from MCL Properties 2, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting temporary construction easement from MCL Properties 2, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the temporary construction easement is \$1,085.00. The cost for the temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 30 - Resolution - Accepting Purchase and Approving Acquisition
2. P 30 - Purchase Agreement
3. P 30 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 2010 W 1ST STREET FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by MCL Properties 2, LLC at 2010 W 1st Street to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 temporary construction easement from MCL Properties 2, LLC at 2010 W 1st Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE

To Seller: MCL Properties 2, LLC, an Iowa Limited Liability Company
PO Box 864
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$1,085.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$6.00 / SF x 100% =	\$ 00.00
Permanent Easement (Sidewalk):	0 SF x \$6.00 / SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$6.00 / SF x 50% =	\$ 00.00
Temporary Easement:	1,201 SF x \$0.60/ SF x 1.5 years) =	\$1,085.00
<u>Other Considerations:</u>	<u>Cost to Cure =</u>	<u>\$ 00.00</u>
Total Compensation:	(Rounded Up)	\$1,085.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2027 to October 1, 2028 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

Dated at Ankeny, Iowa, this 24th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Phil Sporrer
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 24 day of July, 2025.

MCL PROPERTIES 2, LLC, AN IOWA LIMITED LIABILITY COMPANY

By:

Jason Smith
Print Jason Smith

Title:

Owner

By:

Print _____

Title:

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

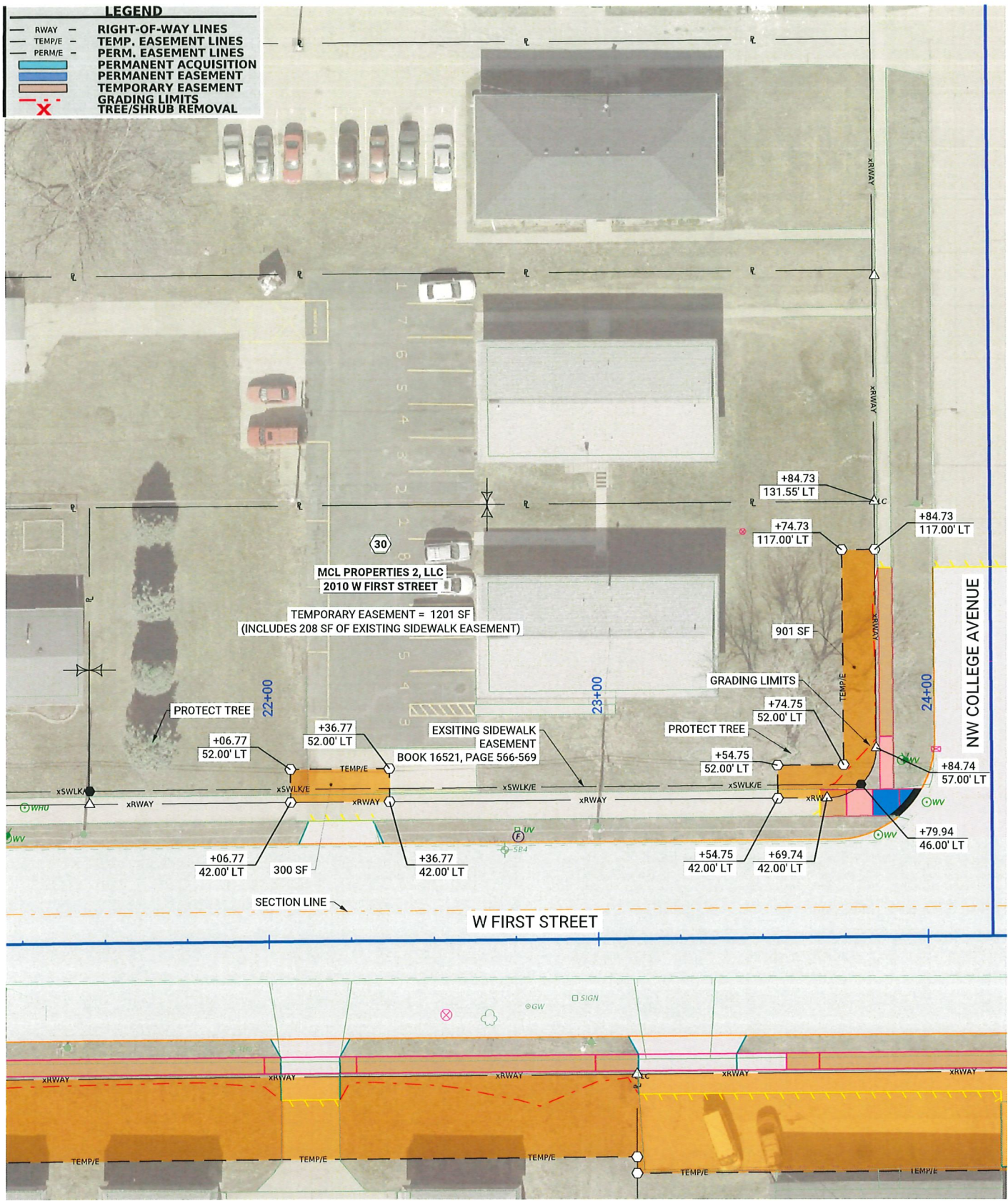
By:

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk of the City of Ankeny, Iowa

6/26/2025 9:25:14 AM p:\w\foth-pw-01\Documents\Clients\Ankeny\IA C\West First St Widening and Improvements - Phase 2\CAD\Displays\Parcel Displays\0024A002.00_DSP_PARC01



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, MCL Properties 2, LLC, an Iowa Limited Liability Company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24th day of July, 2025.

MCL PROPERTIES 2, LLC, AN IOWA LIMITED LIABILITY COMPANY

Signed

Print Name and Title

Signed

Print Name and Title owner

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 24th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Jason Smith

_____ 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) Phil Sporer (Sign in Ink)

Phil Sporer (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____.

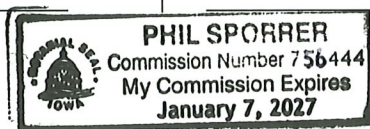
City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

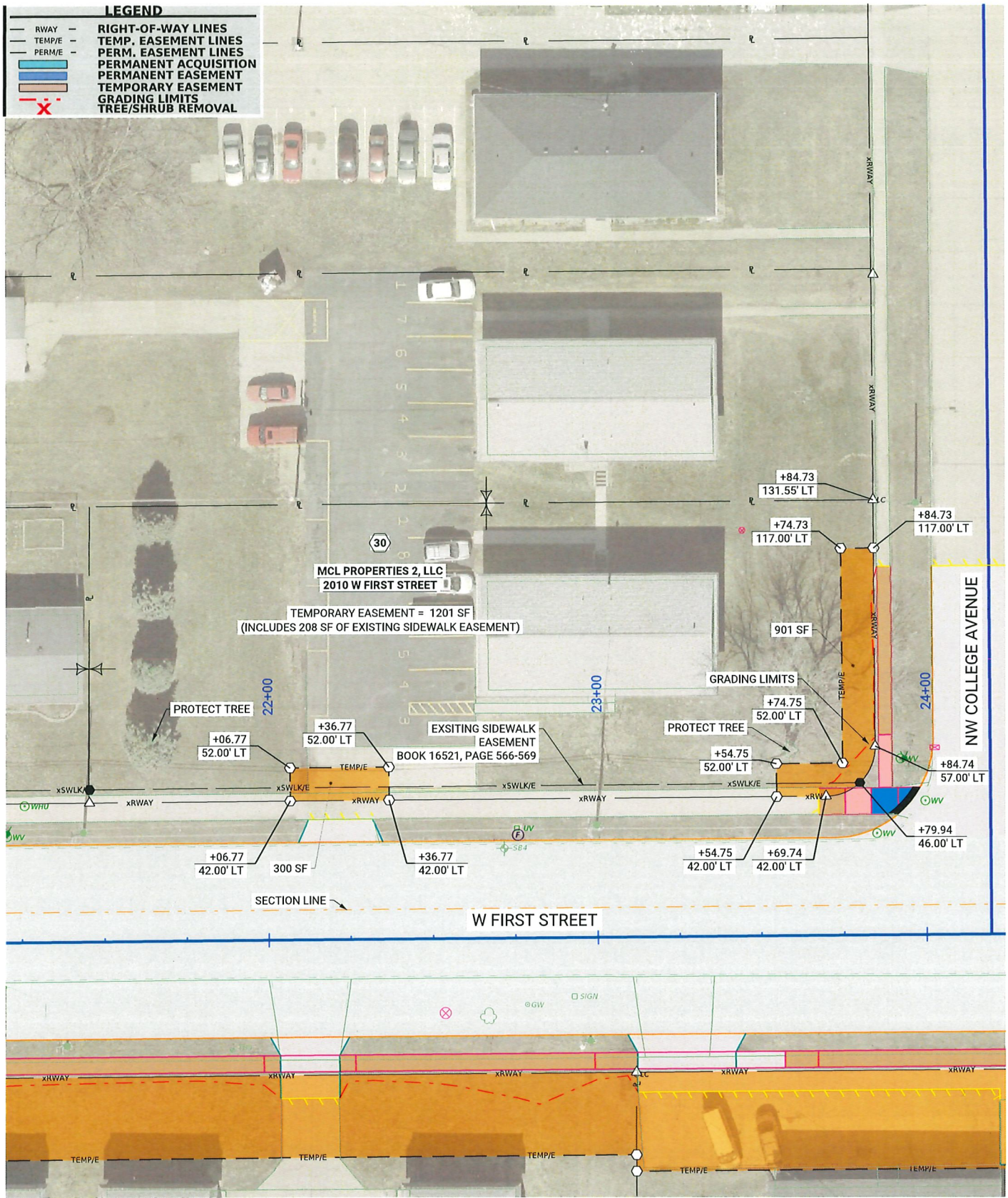
☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s) Owner
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
MCL PROPERTIES 2, LLC



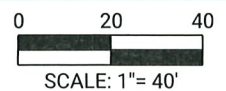
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**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 30



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Colonial Developers 2, LLC - 1901 W 1st Street)

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 temporary construction easement from Colonial Developers 2, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Colonial Developers 2, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the temporary construction easement is \$1,720.00. The cost for the temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 74 - Resolution - Accepting Purchase and Approving Acquisition
2. P 74 - Purchase Agreement
3. P 74 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1901 W 1ST STREET FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Colonial Developers 2, LLC at 1901 W 1st Street to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 temporary construction easement from Colonial Developers 2, LLC at 1901 W 1st Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Colonial Developers 2, LLC
PO Box 864
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$1,720.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$6.00/SF x 100% =	\$ 00.00
Permanent Easement (Sidewalk):	0 SF x \$6.00/SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$6.00/SF x 50% =	\$ 00.00
Temporary Easement:	1,906 SF x \$0.60/SF x 1.5 years =	\$1,720.00
Other Considerations:	Cost to Cure =	\$ 00.00
Total Compensation:	(Rounded Up)	\$1,720.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2027 to October 1, 2028 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

Dated at Ankeny, Iowa, this 24th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Phil Sporrer
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 24 day of July, 2025.

COLONIAL DEVELOPERS 2, LLC, an Iowa
Limited Liability Company

By: Jason Smith
Print Jason Smith

Title: owner

By: _____
Print _____

Title: _____

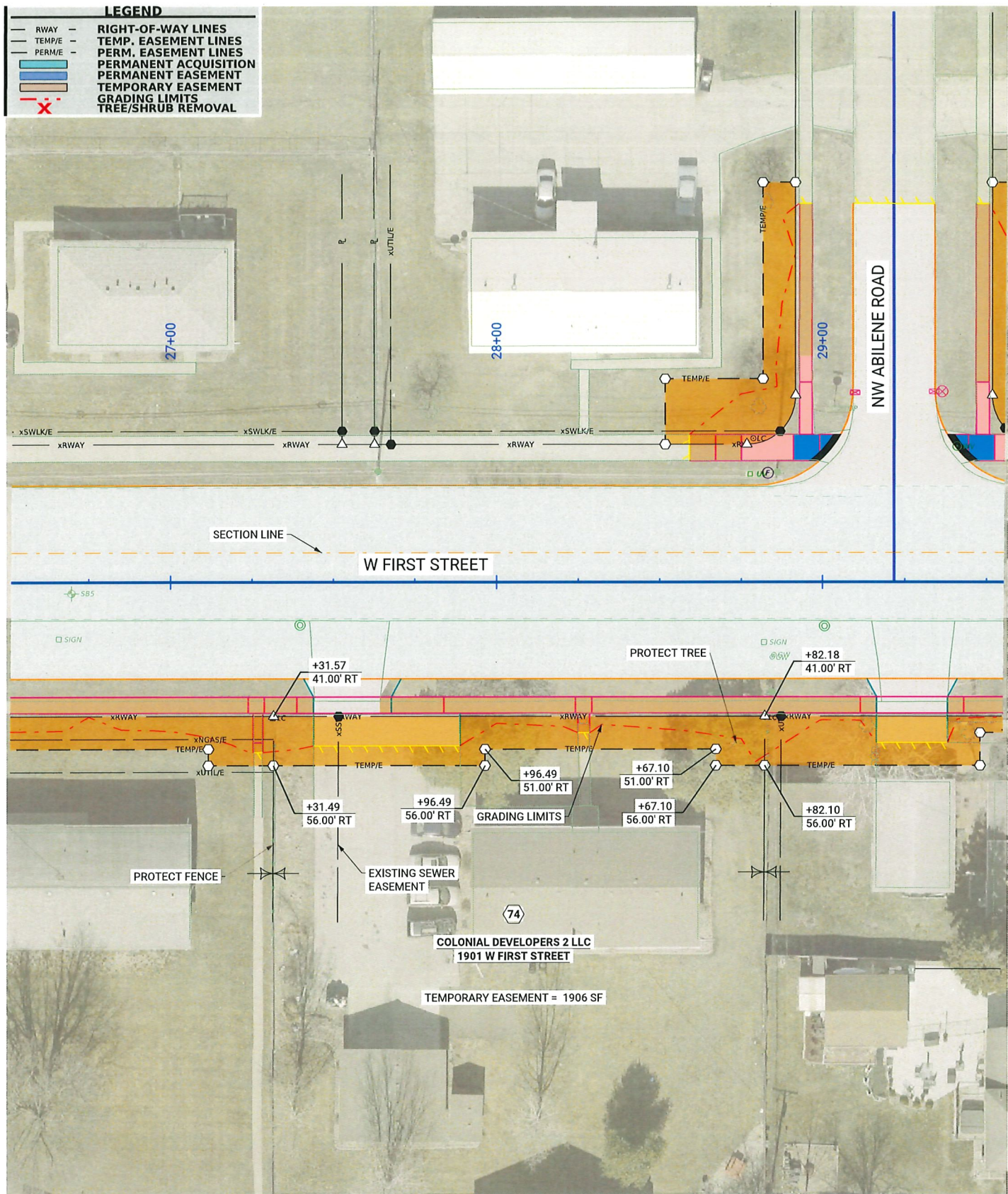
Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of
Ankeny, Iowa

6/26/2025 9:25:42 AM p:\cadd\displays\Parcel Displays\00244002.00_DSP_PARC01

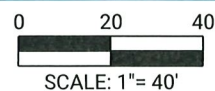
LEGEND	
	RIGHT-OF-WAY LINES
	TEMP. EASEMENT LINES
	PERM. EASEMENT LINES
	PERMANENT ACQUISITION
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	GRADING LIMITS
	TREE/SHRUB REMOVAL



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 74



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Colonial Developers 2, LLC, an Iowa Limited Liability Company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24th day of July, 2025.

COLONIAL DEVELOPERS 2, LLC, an Iowa Limited Liability Company

Signed [Signature]

Jason Smith Owner
Print Name and Title

Signed _____

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 24th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Jason Smith

_____ 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) [Signature] (Sign in Ink)

Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

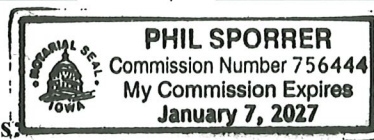
☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s) Owner
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
COLONIAL DEVELOPERS 2, LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:



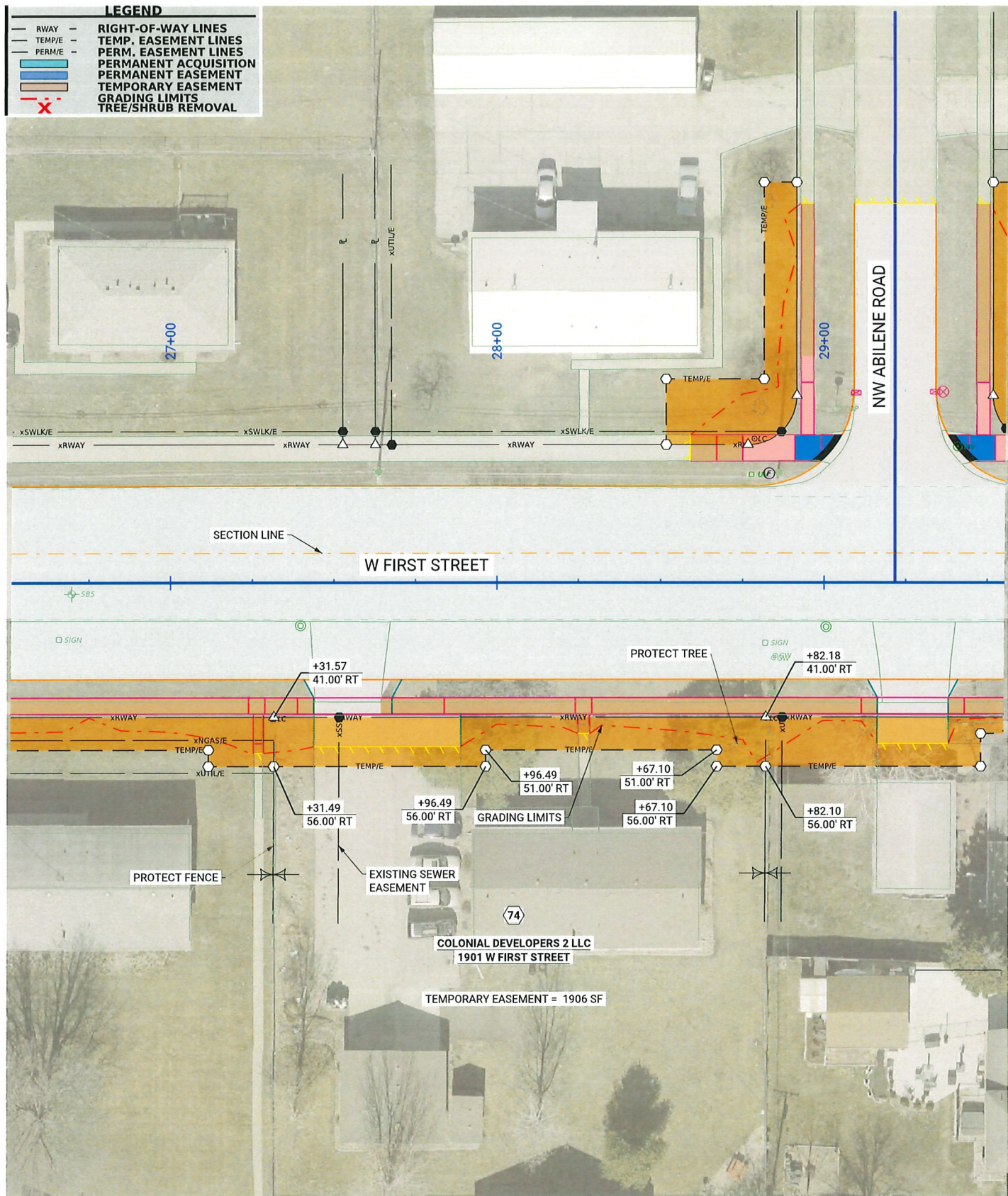
I, Michelle Yуска, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

6/26/2025 9:25:42 AM p:\w\foth\pww\Documents\Clients\Ankeny\IA C\West First St Widening and Improvements-Phase 2\CAD\Displays\Parcel Displays\0024A002.00_DSP_PARC01

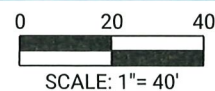
LEGEND	
	RIGHT-OF-WAY LINES
	TEMP. EASEMENT LINES
	PERM. EASEMENT LINES
	PERMANENT ACQUISITION
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	GRADING LIMITS
	TREE/SHRUB REMOVAL



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 74



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Bloyer Rentals, LLC - 2302 W 1st Street)

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 street right-of-way and temporary construction easement from Bloyer Rentals, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting street right-of-way and temporary construction easement from Bloyer Rentals, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the street right-of-way and temporary construction easement is \$25,370.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 24 - Resolution - Accepting Purchase and Approving Acquisition
2. P 24 - Purchase Agreement
3. P 24 - Warranty Deed
4. P 24 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 2302 W 1ST STREET FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Bloyer Rentals, LLC at 2302 W 1st Street to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said street right-of way and temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 street right-of-way and temporary construction easement from Bloyer Rentals, LLC at 2302 W 1st Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Bloyer Rentals, LLC, an Iowa limited liability company
 2302 W 1st Street
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$25,370.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	350 SF x \$14.50/SF x 100% (rounded) = \$	5,100.00
Permanent Easement (Sidewalk):	0 SF x \$14.50/ SF x 100% = \$	00.00
Permanent Easement (All Others):	0 SF x \$14.50/ SF x 50% = \$	00.00
Temporary Easement:	1,594 SF x \$14.50/ SF x 10% x 1.5 years = \$	3,470.00
Other Considerations: Cost to Cure (sign relocation and landscaping)=		<u>\$16,800.00</u>
Total Compensation: (Rounded Up)		\$25,370.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.
11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2026 to September 30, 2027 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.
12. Removal of Signs and Landscaping. The Seller is responsible for removing the existing signage and landscaping, which must be completed on or before March 13, 2026.

Dated at Ankeny, Iowa, this 21st day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Phil Sporrer
Phil Sporrer, JCC Land Services, Inc.

THIS OFFER IS ACCEPTED on this 21 day of July, 2025.

BLOYER RENTALS, LLC, AN IOWA LIMITED
LIABILITY COMPANY

By:

Kevin Bloyer
Print Kevin Bloyer

Title:

Owner

By:

Print _____

Title:

Approved by the City Council of the City of Ankeny, Iowa on the _ day of

_____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of
Ankeny, Iowa

Index Legend	
City:	Ankeny
County:	Polk
Parcel ID:	181/00495-012-000
Description:	Lot 4, Lakeview Plaza Plat 2
Proprietor:	BLOYER RENTALS, LLC
Surveyor:	David J. Overman
Company:	Foth Infrastructure & Environment, LLC
Return To:	106 SW 7th Street, Suite 200 Des Moines, IA 50309 (515) 254-1393

ACQUISITION PLAT

EXHIBIT 24-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF ANKENY
WEST FIRST ST WIDENING & IMPROVEMENTS - PHASE 2 - NW GREENWOOD STREET TO STATE STREET
2302 W 1ST ST
PARCEL 24

PROPERTY OWNER:
BLOYER RENTALS, LLC
2302 W 1ST ST
ANKENY, IA 50023
BOOK 17183 PAGE 808

LEGAL DESCRIPTION:

THE SOUTH 3.5 FEET OF LOT 4 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S, PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA.

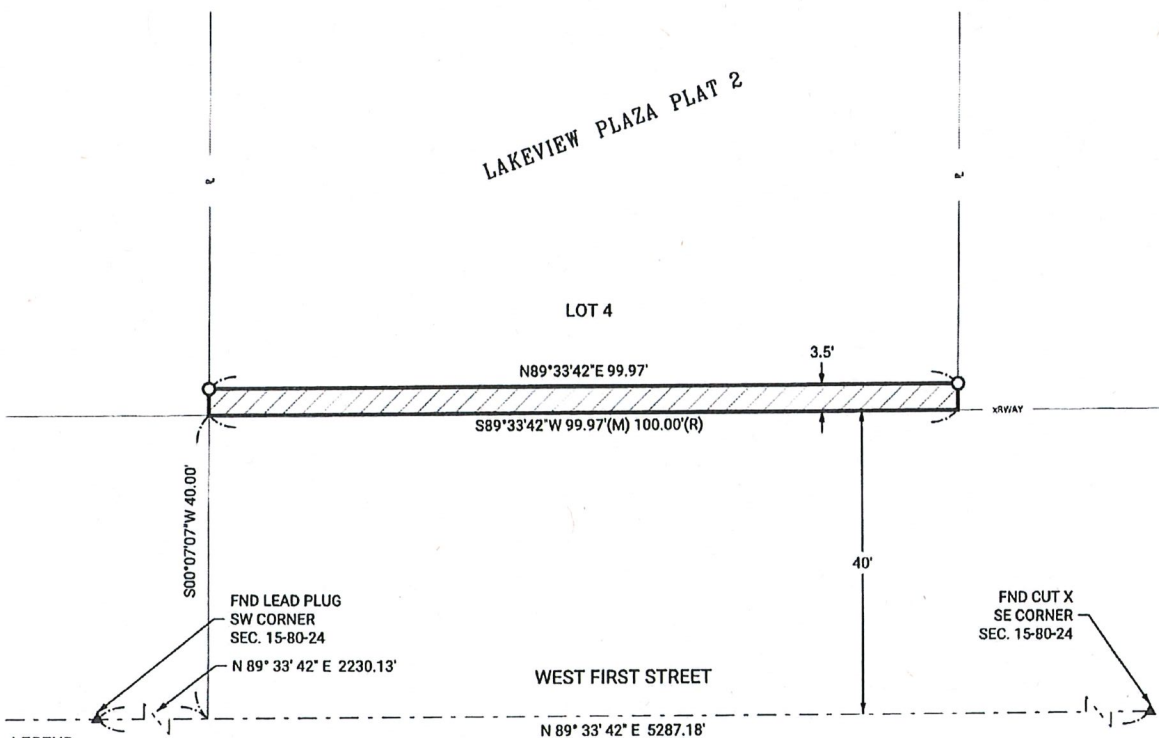
SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



0 20
FEET

NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP #7625 (UNLESS NOTED)
- SET 5/8" REROD W/LT BLUE CAP#23481 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: JANUARY 2025



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

David J. Overman, P.L.S.
License Number: 23481
My license renewal date is DECEMBER 31, 2025
Pages or sheets covered by this seal: 1 of 1

8/1/2025
DATE

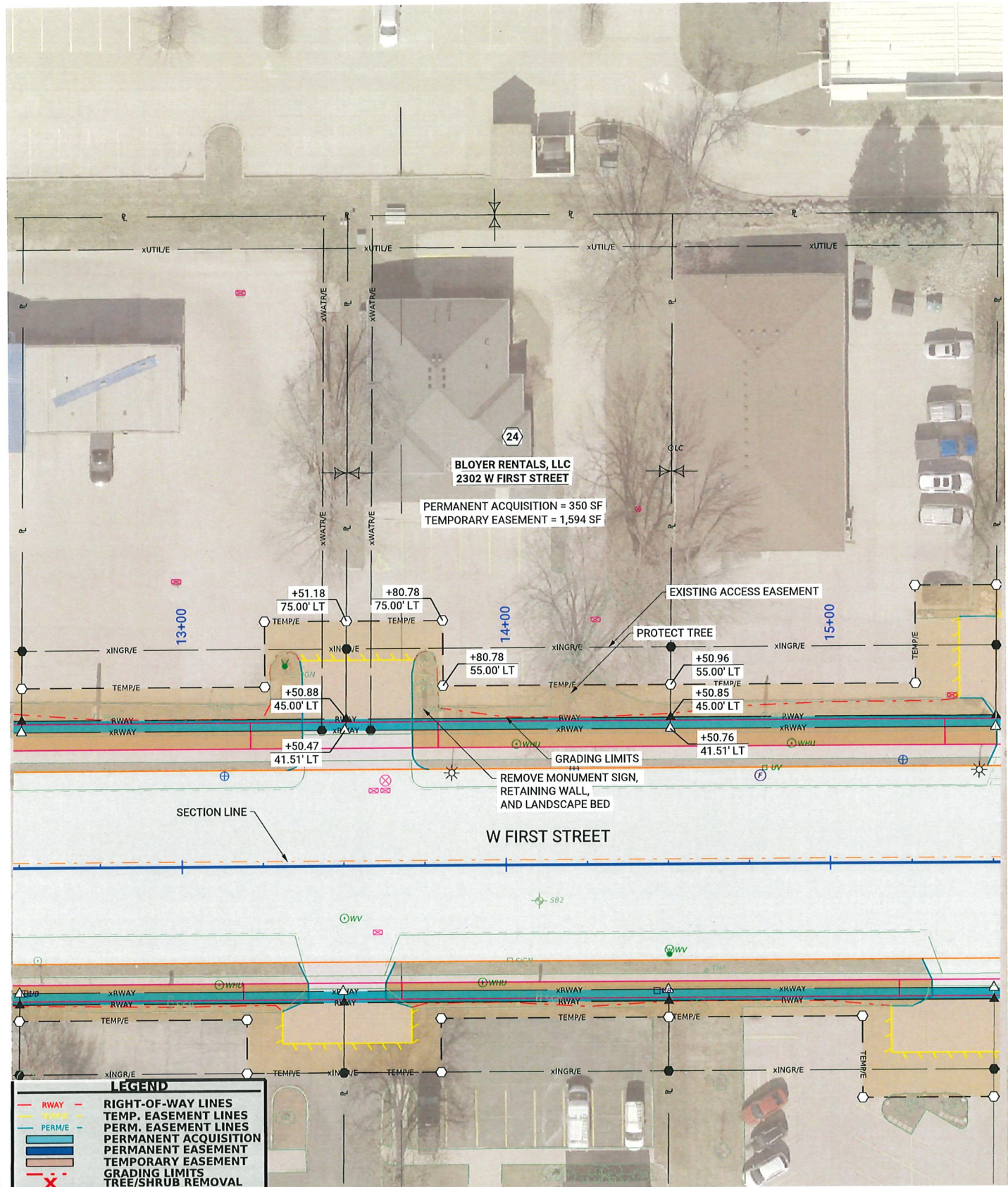
SURVEY FOR:
CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
PHONE: (515) 963-3536

FOTH PROJECT NO. 24A002.00

DATE: 8/1/2025



SHEET
1 OF 1



WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Bloyer Rentals, LLC, an Iowa limited liability company hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

THE SOUTH 3.5 FEET OF LOT 4 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S, PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 22 day of July, 2025.

BLOYER RENTALS, LLC, AN IOWA LIMITED LIABILITY COMPANY

Signed [Signature]

Kevin Bloyer, owner

Print Name and Title

Signed _____

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF IA }
COUNTY OF Polk } ss:

On this 22 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Kevin Bloyer

✓ 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) subscribed the instrument.

(NOTARY SEAL) JANET L. HARRINGTON
Commission Number 830845
My Commission Expires 3-19-2027 (Sign in Ink)

Janet L Harrington (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
Kevin Bloyer, owner
 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)
Bloyer Rentals

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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

Index Legend	
City:	Ankeny
County:	Polk
Parcel ID:	181/00495-012-000
Description:	Lot 4, Lakeview Plaza Plat 2
Proprietor:	BLOYER RENTALS, LLC
Surveyor:	David J. Overman
Company:	Foth Infrastructure & Environment, LLC
Return To:	106 SW 7th Street, Suite 200 Des Moines, IA 50309 (515) 254-1393

ACQUISITION PLAT

EXHIBIT 24-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF ANKENY
WEST FIRST ST WIDENING & IMPROVEMENTS - PHASE 2 - NW GREENWOOD STREET TO STATE STREET
2302 W 1ST ST
PARCEL 24

PROPERTY OWNER:
BLOYER RENTALS, LLC
2302 W 1ST ST
ANKENY, IA 50023
BOOK 17183 PAGE 808

LEGAL DESCRIPTION:

THE SOUTH 3.5 FEET OF LOT 4 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S, PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA.

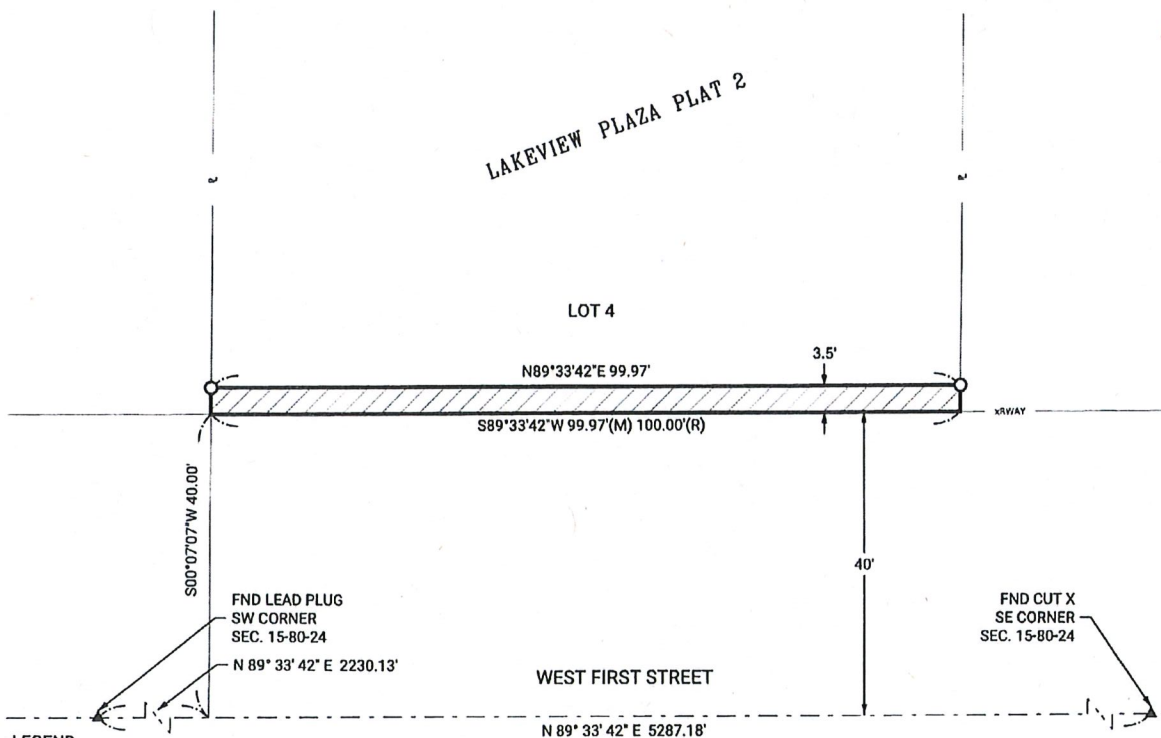
SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



0 20
FEET

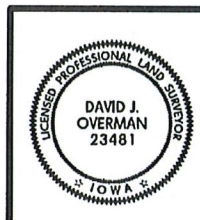
NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP #7625 (UNLESS NOTED)
- SET 5/8" REROD W/LT BLUE CAP #23481 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - - - RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- - - - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: JANUARY 2025



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

David J. Overman, P.L.S.
License Number: 23481
My license renewal date is DECEMBER 31, 2025
Pages or sheets covered by this seal: 1st

SURVEY FOR:
CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
PHONE: (515) 963-3536

FOTH PROJECT NO. 24A002.00

DATE: 8/1/2025



SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Bloyer Rentals, LLC, an Iowa limited liability company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 22 day of July, 2025.

BLOYER RENTALS, LLC, AN IOWA LIMITED LIABILITY COMPANY

[Signature]
Signed

Kevin Bloyer, owner
Print Name and Title

Signed

Print Name and Title

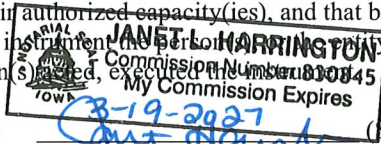
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF IA }
COUNTY OF Polk } ss:

On this 22 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Kevin Bloyer

✓ 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) acted, executed the instrument upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL)



(Sign in Ink)

Janet L Harrington (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☒ CORPORATE

Title(s) of Corporate Officer(s)

Kevin Bloyer, owner

 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)

Bloyer Rentals, LLC

ACCEPTANCE BY CITY

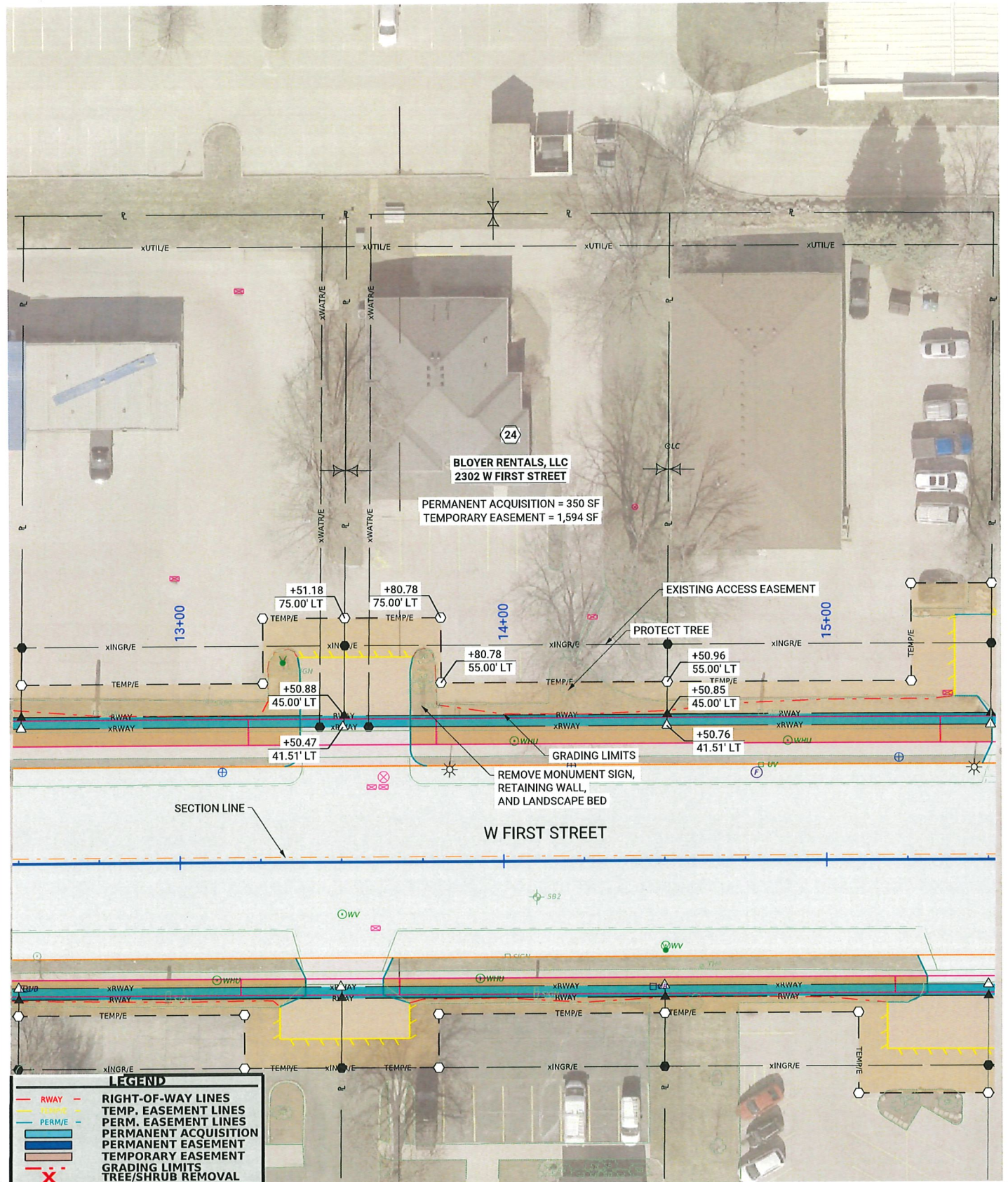
STATE OF IOWA, COUNTY OF POLK, ss:

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

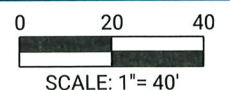
6/13/2023 02:02:50 PM pw://foth-pw.bentley.com/foth-pw-07/Documents/Clients/Ankeny IA C/West First St Widening and Improvements - Phase 2/CAD/Displays/Parcel Displays/00244002.00_DSP_PARC01



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 24



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Bradley and Carmen Brown - 2210 W 1st Street)

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 street right-of-way and temporary construction easement from Bradley and Carmen Brown to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting street right-of-way and temporary construction easement from Bradley and Carmen Brown to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the street right-of-way and temporary construction easement is \$31,900.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 25 - Resolution - Accepting Purchase and Approving Acquisition
2. P 25 - Purchase Agreement
3. P 25 - Warranty Deed
4. P 25 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 2210 W 1ST STREET FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Bradley and Carmen Brown at 2210 W 1st Street to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said street right-of way and temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 street right-of-way and temporary construction easement from Bradley and Carmen Brown at 2210 W 1st Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Bradley Allen Brown and Carmen Lee Brown, husband and wife
 1650 NW 84th Avenue
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$31,900.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	350 SF x \$14.50 / SF x 100% =	\$ 5,100.00
Permanent Easement (Sidewalk):	0 SF x \$14.50 / SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$14.50 / SF x 50% =	\$ 00.00
Temporary Easement:	1,745 SF x \$14.50 / SF x 10% x 1.5 years =	\$ 3,800.00
<u>Other Considerations:</u>	<u>Cost to Cure (Landscaping and Signs) =</u>	<u>\$23,000.00</u>
Total Compensation:	(Rounded Up)	\$31,900.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2026 to September 30, 2027 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

12. Removal of Signs and Landscaping. The Seller is responsible for removing the existing signage and landscaping, which must be completed on or before March 13, 2026.

Dated at Ankeny, Iowa, this 28th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Phil Sporrer
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 28th day of July, 2025.

By:

Bradley Allen Brown
Bradley Allen Brown

By:

Carmen Lee Brown
Carmen Lee Brown

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

By:

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk of the City of Ankeny, Iowa

Index Legend	
City:	Ankeny
County:	Polk
Parcel ID:	181/00495-011-000
Description:	Lot 3, Lakeview Plaza Plat 2
Proprietor:	Brown, Bradley A.
Surveyor:	David J. Overman
Company:	Foth Infrastructure & Environment, LLC
Return To:	106 SW 7th Street, Suite 200 Des Moines, IA 50309 (515) 254-1393

ACQUISITION PLAT

EXHIBIT 25-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF ANKENY
WEST FIRST ST WIDENING & IMPROVEMENTS - PHASE 2 - NW GREENWOOD STREET TO STATE STREET
2210 W 1ST ST
PARCEL 25

PROPERTY OWNER:
BROWN, BRADLEY A.
1650 NW 84TH AVE
ANKENY, IA 50023
BOOK 6336 PAGE 475



0 20
FEET

NOTE: MONUMENTS SHOWN TO BE
SET WILL BE ESTABLISHED AFTER
CONSTRUCTION IS COMPLETED

LEGAL DESCRIPTION:

THE SOUTH 3.5 FEET OF LOT 3 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S,
PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO
NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

LAKEVIEW PLAZA PLAT 2

LOT 3

N89°33'42"E 99.97'

3.5'

S89°33'42"W 99.97'(M) 100.00'(R)

WEST FIRST STREET

FND CUT X
SE CORNER
SEC. 15-80-24

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP #7625 (UNLESS NOTED)
- SET 5/8" REROD W/LT BLUE CAP#23481 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: JANUARY 2025



I hereby certify that this land surveying document was prepared and
the related survey work was performed by me or under my direct
personal supervision and that I am a duly licensed Professional Land
Surveyor under the laws of the State of Iowa.

DAVID J. OVERMAN, P.L.S.
License Number: 23481
My license renewal date is DECEMBER 31, 2025
Pages or sheets covered by this seal:

8/1/2025
DATE

SURVEY FOR:
CITY OF ANKENY

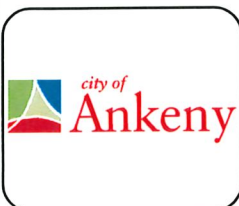
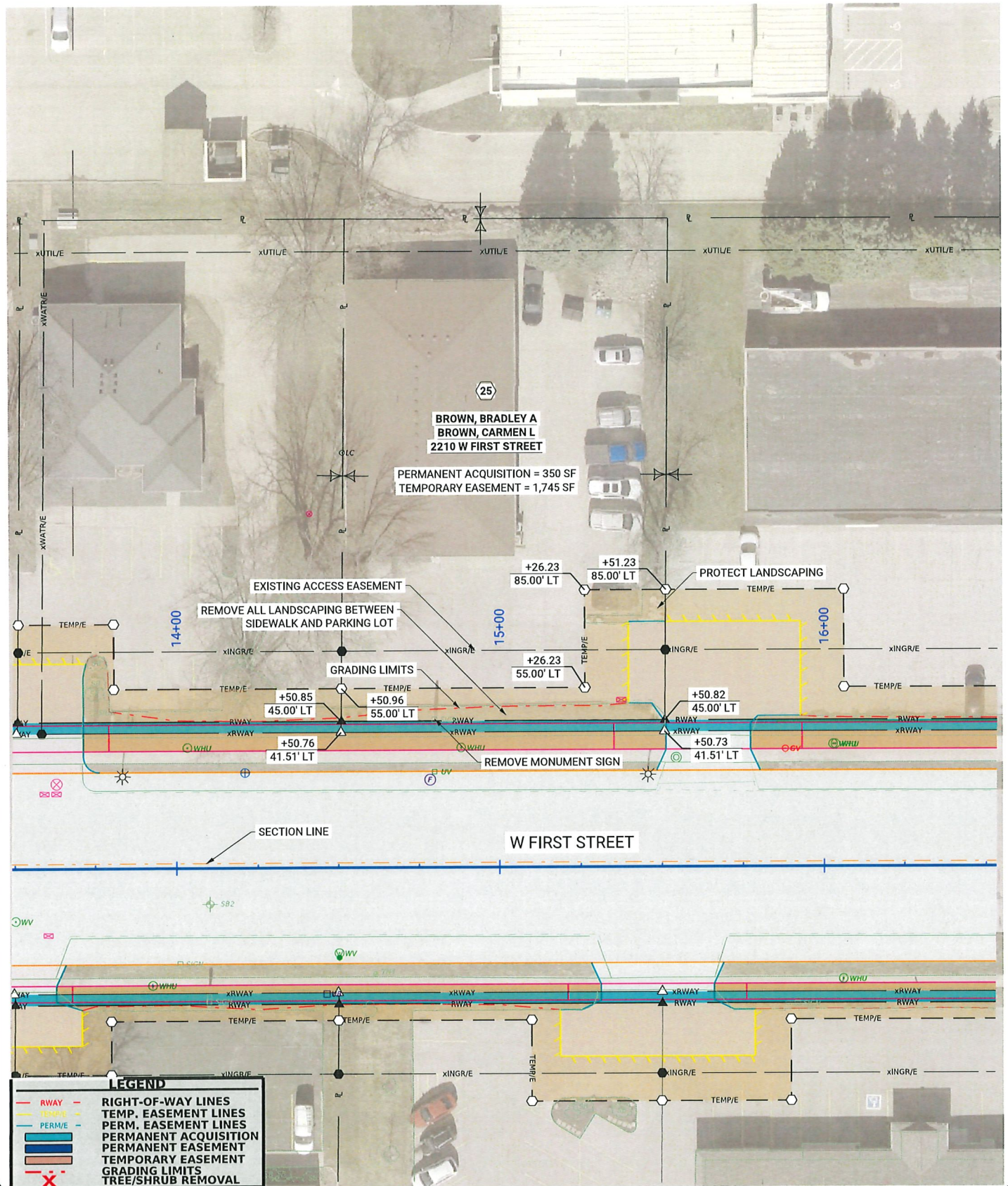
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
PHONE: (515) 963-3536

FOTH PROJECT NO. 24A002.00 DATE: 8/1/2025



SHEET
1 OF 1

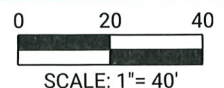
6/13/2023 2:02:51 PM p:\w\foth-pw-bentley.com\foth-pw-017\Documents\Clients\Ankeny\Ankeny IA C\West First St Widening and Improvements - Phase 2\CAD\Displays\Parcel Displays\00244002.00_DSP_PARC01



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 25



DRAWN: G. MEIDENBAUER CHECKED: B. HOPKEY

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Bradley Allen Brown and Carmen Lee Brown, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

THE SOUTH 3.5 FEET OF LOT 3 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S, PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28th day of July, 2025.

Bradley Allen Brown
Bradley Allen Brown

Carmen Lee Brown
Carmen Lee Brown

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Bradley Allen Brown and
Carmen Lee Brown

to me personally known
or X 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) Phil Sporrer (Sign in Ink)

Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

X 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)

Self Bradley Allen
Brown & Carmen Lee
Brown

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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

City:

Ankeny

County:

Polk

Parcel ID:

181/00495-011-000

Description:

Lot 3, Lakeview Plaza Plat 2

Proprietor:

Brown, Bradley A.

Surveyor:

David J. Overman

Company:

Foth Infrastructure & Environment, LLC

Return To:

106 SW 7th Street, Suite 200
Des Moines, IA 50309 | (515) 254-1393

ACQUISITION PLAT

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF ANKENY
WEST FIRST ST WIDENING & IMPROVEMENTS - PHASE 2 - NW GREENWOOD STREET TO STATE STREET
2210 W 1ST ST
PARCEL 25

PROPERTY OWNER:
BROWN, BRADLEY A.
1650 NW 84TH AVE
ANKENY, IA 50023
BOOK 6336 PAGE 475

LEGAL DESCRIPTION:
THE SOUTH 3.5 FEET OF LOT 3 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S,
PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA.

SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO
NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

0

20

FEET

NOTE: MONUMENTS SHOWN TO BE
SET WILL BE ESTABLISHED AFTER
CONSTRUCTION IS COMPLETED

LAKEVIEW PLAZA PLAT 2

LOT 3

3.5'

N89°33'42"E 99.97'

S89°33'42"W 99.97'(M) 100.00'(R)

40'

N 89° 33' 42" E 2330.10'

N 89° 33' 42" E 5287.18'

WEST FIRST STREET

WAY

xRWAY

S00°07'34"W 40.00'

FND LEAD PLUG
SW CORNER
SEC. 15-80-24

FND CUT X
SE CORNER
SEC. 15-80-24

LEGEND

▲ FOUND SECTION CORNER MONUMENT

△ SET SECTION CORNER MONUMENT

● FOUND 5/8" REROD W/YELLOW CAP #7625 (UNLESS NOTED)

○ SET 5/8" REROD W/LT BLUE CAP#23481 (UNLESS NOTED)

(M) MEASURED DIMENSION

(R) RECORDED DIMENSION

I.R. IRON ROD

I.P. IRON PIPE

- - - SECTION LINE

- xRWAY - RIGHT-OF-WAY LINE

- - - EXISTING LOT LINE

- P - PROPERTY LINE

PROPOSED RIGHT-OF-WAY ACQUISITION

DAVID J. OVERMAN
23481

FIELD SURVEY COMPLETED: JANUARY 2025

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

DAVID J. OVERMAN, P.L.S.
License Number: 23481
My license renewal date is DECEMBER 31, 2025
Pages or sheets covered by this seal: 1 of 1

8/1/2025
DATE

SURVEY FOR:
CITY OF ANKENY

1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
PHONE: (515) 963-3536

FOTH PROJECT NO. 24A002.00

DATE: 8/1/2025

Foth

Foth Infrastructure & Environment, LLC

106 SW 7th Street, Suite 200 | Des Moines, IA 50309
Phone: (515) 254-1393

SHEET

1 OF 1

Page 379 of 564

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Bradley Allen Brown and Carmen Lee Brown, husband and wife, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28th day of July, 2025.

Bradley Allen Brown
Bradley Allen Brown

Carmen Lee Brown
Carmen Lee Brown

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Bradley Allen Brown and
Carmen Lee Brown

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) Phil Sporrer (Sign in Ink)

Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

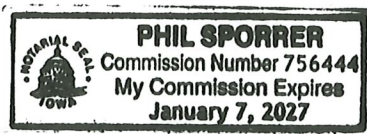
☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

☐ 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)
Bradley Allen Brown & Carmen Lee Brown

ACCEPTANCE BY CITY

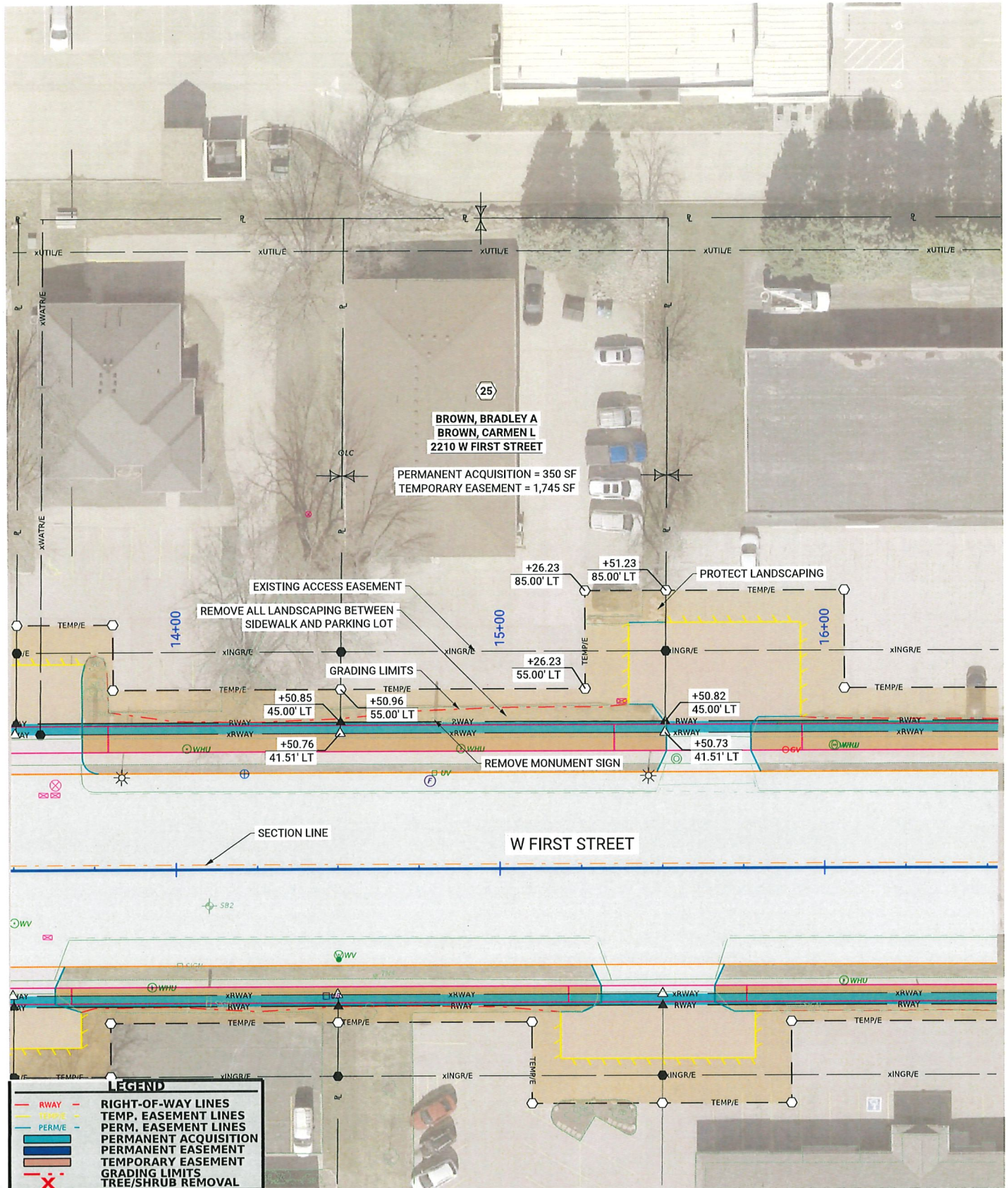


STATE OF IOWA, COUNTY OF POLK, ss:

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



**W FIRST STREET WIDENING & IMPROVEMENTS
PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**



PARCEL 25





ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa. (Sleister Properties, LLC - 2201 W 1st Street)

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 street right-of-way and temporary construction easement from Sleister Properties, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting street right-of-way and temporary construction easement from Sleister Properties, LLC to facilitate the construction of the West First Widening and Improvements - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 2, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the West First Widening and Improvements - Phase 2 project.

FISCAL IMPACT

The total compensation for the street right-of-way and temporary construction easement is \$51,805.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the West First Widening and Improvements - Phase 2 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

May 14, 2025: Property owners were notified of the upcoming Project Information Meeting that was held on May 27, 2025.

ACTION REQUESTED

ATTACHMENTS

1. P 62 - Resolution - Accepting Purchase and Approving Acquisition
2. P 62 - Purchase Agreement
3. P 62 - Warranty Deed
4. P 62 - Temporary Construction Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 2201 W 1ST STREET FOR THE
WEST FIRST STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Sleister Properties, LLC at 2201 W 1st Street to facilitate the construction of the West First Street Widening and Improvements – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said street right-of way and temporary construction easement necessary for the construction of the West First Street Widening and Improvements – Phase 2 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 street right-of-way and temporary construction easement from Sleister Properties, LLC at 2201 1 W 1st Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Temporary Construction Easement for the completion of the West First Street Widening and Improvements – Phase 2 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE

To Seller: Sleister Properties, LLC, an Iowa limited liability company
 1302 NW Cedarwood Drive
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$51,805.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	1,127 SF x \$15.00 / SF x 100% =	\$16,900.00
Permanent Easement (Sidewalk):	0 SF x \$15.00 / SF x 100% =	\$ 00.00
Permanent Easement (All Others):	0 SF x \$15.00 / SF x 50% =	\$ 00.00
Temporary Easement:	4,588 SF x \$15.00 / SF x 10% x 2.5 years =	\$17,205.00
Other Considerations:	Cost to Cure (Signs and Landscaping) =	\$17,700.00
Total Compensation:	(Rounded Up)	\$51,805.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the W 1st Street Widening & Improvement Phase 2 – 250 feet east of NW Greenwood Street to State Street Project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Temporary Easement Duration. The duration of the Temporary Easement shall be from approximately April 1, 2026 to October 1, 2028 to accommodate permanent surface restoration along with potential overseeding and/or reseeding if applicable.

12. Removal of Signs and Landscaping. The Seller is responsible for removing the existing signage and landscaping, which must be completed on or before March 13, 2026.

Dated at Ankeny, Iowa, this 25th day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Phil Sporrer
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 25th day of July, 2025.

SLEISTER PROPERTIES, LLC, AN IOWA
LIMITED LIABILITY COMPANY

By:

Dannan Sleister
Print Dannan Sleister

Title: Owner

By:

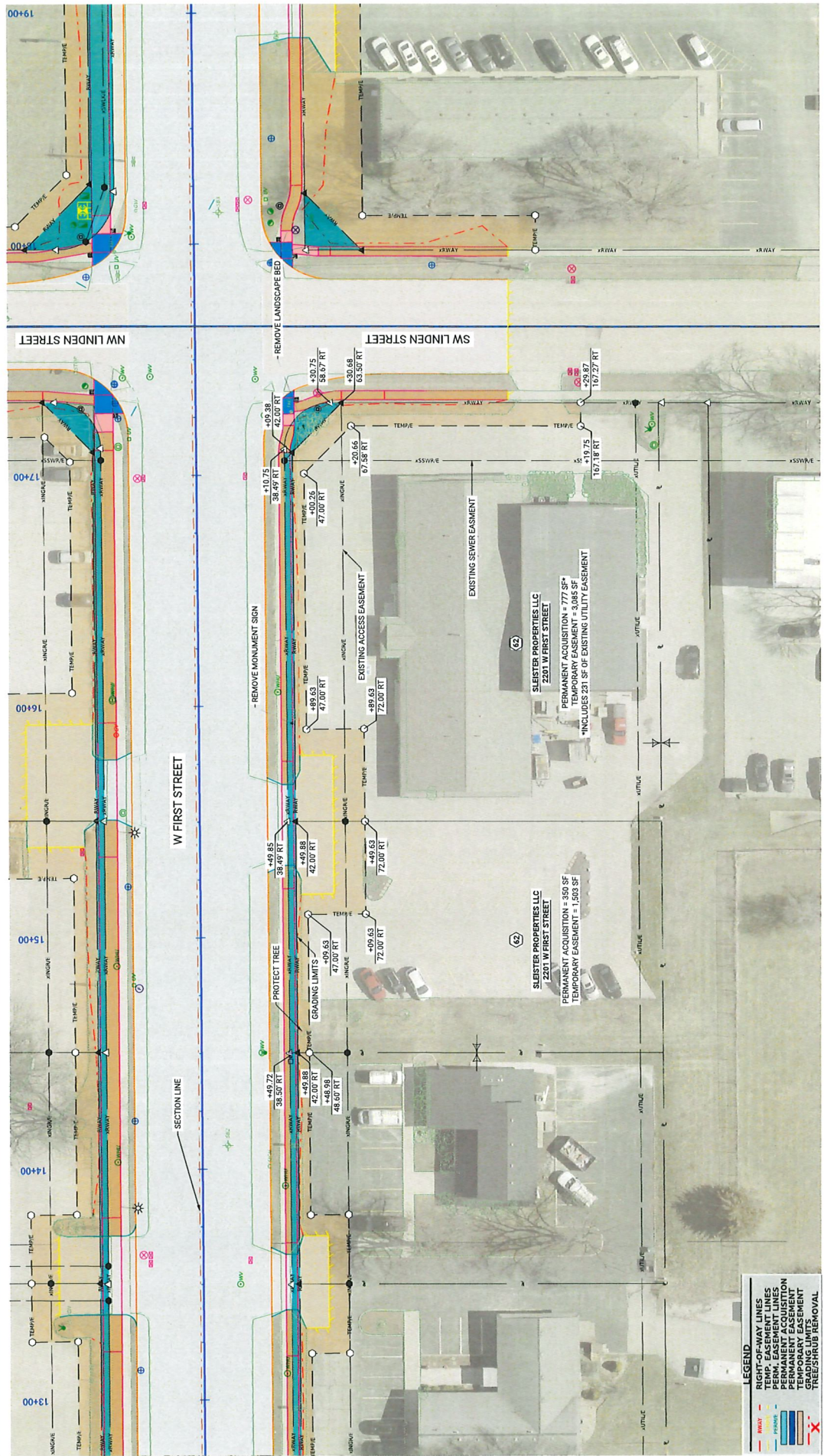
Print _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of
_____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of
Ankeny, Iowa



- LEGEND**
- RIGHT-OF-WAY LINES
 - TEMP. EASEMENT LINES
 - PERM. EASEMENT LINES
 - PERMANENT ACQUISITION
 - PERMANENT EASEMENT
 - PERMANENT EASEMENT
 - GRADING LIMITS
 - TREE/SHRUB REMOVAL

PARCEL 61



W FIRST STREET WIDENING & IMPROVEMENT - PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA

Foth
 DRAWN: C. LASTNAME
 CHECKED: B. LASTNAME



WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Sleister Properties, LLC, an Iowa limited liability company hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PARCEL OF LAND LOCATED IN LOTS 10 AND 11 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S, PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE NORTH 89° 33' 42" EAST ALONG THE NORTH LINE SAID LOTS 10 AND 11, 260.82 FEET TO THE EAST LINE OF LOT 11; THENCE SOUTHEASTERLY 31.60 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 45° 10' 43" EAST, A CHORD LENGTH OF 28.41 FEET, ALONG SAID EAST LINE; THENCE SOUTH 00° 04' 51" WEST ALONG SAID EAST LINE, 4.82 FEET; THENCE NORTH 45° 10' 43" WEST, 30.27 FEET; THENCE SOUTH 89° 33' 42" WEST, 259.50 FEET TO THE WEST LINE OF SAID LOT 10; THENCE NORTH 00° 02' 18" EAST ALONG SAID WEST LINE, 3.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,127 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 25th day of July, 2025.

SLEISTER PROPERTIES, LLC, AN IOWA LIMITED LIABILITY COMPANY

[Signature]
Signed

Darren Sleister Owner
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 25th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Darren Sleister

to me personally known
or X 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) [Signature] (Sign in Ink)

Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

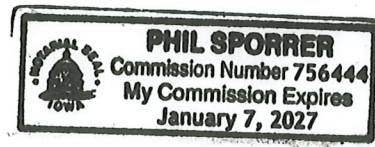
____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s) Owner
____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Sleister Properties LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:



I, _____, 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

Index Legend	
City:	Ankeny
County:	Polk
Parcel ID:	181/00495-019-001
Description:	Lots 10 & 11, Lakeview Plaza Plat 2
Proprietor:	SLEISTER PROPERTIES LLC
Surveyor:	David J. Overman
Company:	Foth Infrastructure & Environment, LLC
Return To:	106 SW 7th Street, Suite 200 Des Moines, IA 50309 (515) 254-1393

ACQUISITION PLAT

EXHIBIT 62-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF ANKENY
WEST FIRST ST WIDENING & IMPROVEMENTS - PHASE 2 - NW GREENWOOD STREET TO STATE STREET
2201 W 1ST ST
PARCEL 62

PROPERTY OWNER:

SLEISTER PROPERTIES LLC
1302 NW CEDARWOOD DR
ANKENY, IA 50023
BOOK 18560 PAGE 204

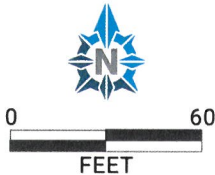
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOTS 10 AND 11 OF LAKEVIEW PLAZA PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK S, PAGE 363 OF THE POLK COUNTY RECORDER'S OFFICE, CITY OF ANKENY, POLK COUNTY, IOWA , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

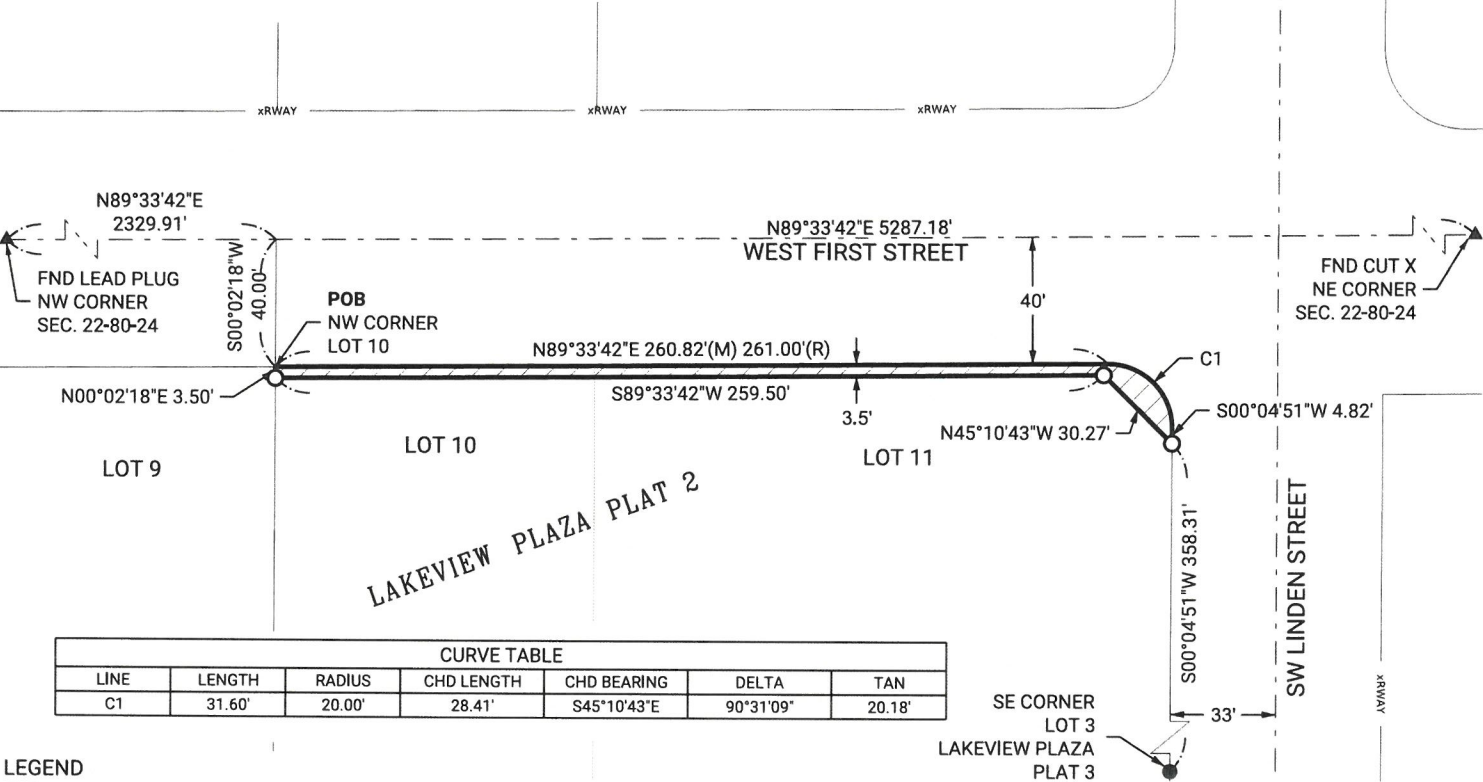
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE NORTH 89° 33' 42" EAST ALONG THE NORTH LINE SAID LOTS 10 AND 11, 260.82 FEET TO THE EAST LINE OF LOT 11; THENCE SOUTHEASTERLY 31.60 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 45° 10' 43" EAST, A CHORD LENGTH OF 28.41 FEET, ALONG SAID EAST LINE; THENCE SOUTH 00° 04' 51" WEST ALONG SAID EAST LINE, 4.82 FEET; THENCE NORTH 45° 10' 43" WEST, 30.27 FEET; THENCE SOUTH 89° 33' 42" WEST, 259.50 FEET TO THE WEST LINE OF SAID LOT 10; THENCE NORTH 00° 02' 18" EAST ALONG SAID WEST LINE, 3.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,127 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



CURVE TABLE						
LINE	LENGTH	RADIUS	CHD LENGTH	CHD BEARING	DELTA	TAN
C1	31.60'	20.00'	28.41'	S45°10'43"E	90°31'09"	20.18'

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD (UNLESS NOTED)
- SET 5/8" REROD W/LT BLUE CAP#23481 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: JANUARY 2025

DAVID J. OVERMAN, P.L.S.
License Number: 23481
My license renewal date is DECEMBER 31, 2025
Pages or sheets covered by this seal: 1 of 1

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

[Signature] 8/1/2025
DATE

SURVEY FOR:
CITY OF ANKENY

1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023
PHONE: (515) 963-3536

FOTH PROJECT NO. 24A002.00 DATE: 8/1/2025

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L1 Johnston, IA 50131
Phone: (515) 254-1393

SHEET
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Sleister Properties, LLC, a limited liability company organized and existing under the laws of Iowa, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate (the "Premises"):

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements (the "Project"):

WEST FIRST STREET WIDENING AND IMPROVEMENTS PHASE 2

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon the Premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the Project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after the date of final acceptance for the sole purpose of seeding and surface restoration. Access for the seeding and surface restoration shall not unreasonably interfere with the rights of the Grantor to the use and enjoyment of the Premises.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 25th day of July, 2025.

SLEISTER PROPERTIES, LLC, AN IOWA LIMITED LIABILITY COMPANY

[Signature]
Signed

Dannun Sleister Owner
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Story } ss:

On this 25th day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Dannun Sleister

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) [Signature] (Sign in Ink)

Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

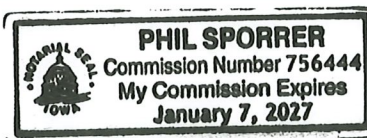
INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s) Owner
Corporate Seal is affixed
No Corporate Seal procured
PARTNER(s):
Limited Partnership
General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Sleister Properties, LLC

ACCEPTANCE BY CITY

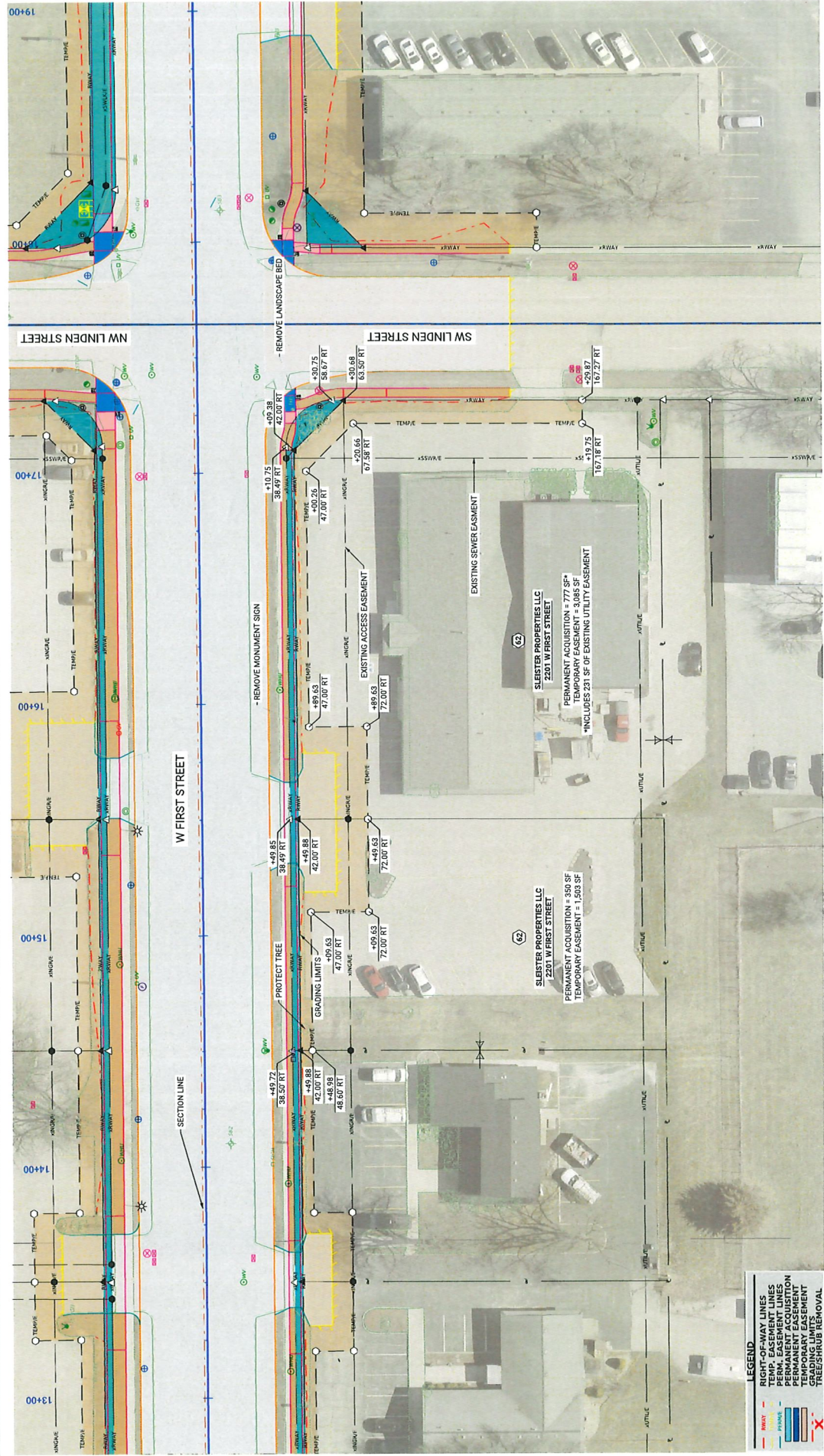
STATE OF IOWA, COUNTY OF POLK, ss:



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_____.

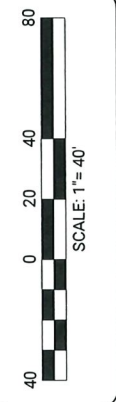
City Clerk of the City of Ankeny, Iowa



LEGEND

[Red line]	RIGHT-OF-WAY LINES
[Blue line]	TEMP. EASEMENT LINES
[Green line]	PERM. EASEMENT LINES
[Yellow line]	EXISTING EASEMENT LINES
[Pink line]	TEMPORARY EASEMENT
[Orange line]	PERMANENT EASEMENT
[Red X]	TREE/SHRUB REMOVAL

PARCEL 61



**W FIRST STREET WIDENING & IMPROVEMENT - PHASE 2
NW GREENWOOD STREET TO STATE STREET
ANKENY, IA**

Foth
DRAWN: C. LASTNAME
CHECKED: B. LASTNAME





ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (Barbara Birtcher & Randy and Jaycianna Ashley - 514 SW Westlawn Drive)

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 storm sewer and overland flowage easement from Barbara Birtcher & Randy and Jaycianna Ashley at 514 SW Westlawn Drive to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt **RESOLUTION** accepting permanent storm sewer and overland flowage easement from Barbara Birtcher & Randy and Jaycianna Ashley to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 19, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements - Phase 1 project.

FISCAL IMPACT

The total compensation for the permanent storm sewer and overland flowage easement is \$200.00. The cost for the permanent storm sewer and overland flowage easement is part of the project costs for the Westlawn Place Area Utility Improvements - Phase 1 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

2024 & 2025: Property owners throughout the Westlawn Place neighborhood were sent three letters with details of the over neighborhood project, including phasing maps showing the 16 proposed projects over approximately 10 years. Property owners within the project limits for Phase 1 were sent an additional letter on June 19, 2025 containing more specific information including the identification of properties with proposed acquisitions. A Public Information Meeting for Phase 1 property owners will be held in early September 2025.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 13 - Resolution for Purchase Agreement
2. Parcel 13 - Purchase Agreement
3. Parcel 13 - Perm Storm Sewer and Overland Flowage Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT STORM SEWER AND OVERLAND FLOWAGE EASEMENT
AT 514 SW WESTLAWN DRIVE FOR THE
WESTLAWN PLACE AREA UTILITY IMPROVEMENTS – PHASE 1 PROJECT IN
ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent storm sewer and overland flowage easement be granted by Barbara L. Birtcher & Randy and Jaycianna Ashley at 514 SW Westlawn Drive to facilitate the construction of the Westlawn Place Area Utility Improvements – Phase 1 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent storm sewer and overland flowage easement necessary for the construction of the Westlawn Place Area Utility Improvements – Phase 1 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 storm sewer and overland flowage easement from Barbara L. Birtcher & Randy and Jaycianna Ashley at 514 SW Westlawn Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Storm Sewer and Overland Flowage Easement for the completion of the Westlawn Place Area Utility Improvements – Phase 1 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Barbara L. Birtcher, a single person and Jaycianna Ashley and Randy Ashley, her spouse
 514 SW Westlawn Drive
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$200.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$8.25 / SF x 100% =	\$	0.00
Permanent Easement:	38 SF x \$8.25 / SF x 50% =	\$	160.00
Temporary Easement:	0 SF x \$8.25 / SF x 8% x 1.5 years =	\$	0.00
Other Considerations:	\$200 Minimum Payment =	\$	40.00
Total Compensation:	(Rounded Up)	\$	200.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the Westlawn Place Area Utility Improvements – Phase 1 project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.

10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Other. The City has the legal right to remove any landscaping and/or infrastructure located within the easement in the event the existing storm sewer needs to be repaired or replaced in the future.

Dated at Ankeny, Iowa, this 24 day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Cliff Barker
Cliff Barker, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 24 day of July, 2025.

By: Barbara L. Birtcher
Barbara L. Birtcher

By: Jaycianna Ashley
Jaycianna Ashley

By: Randy Ashley
Randy Ashley

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

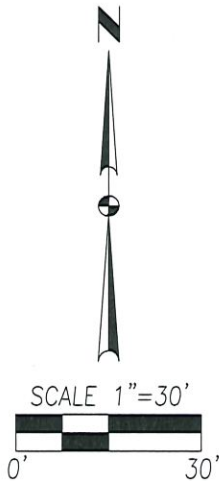
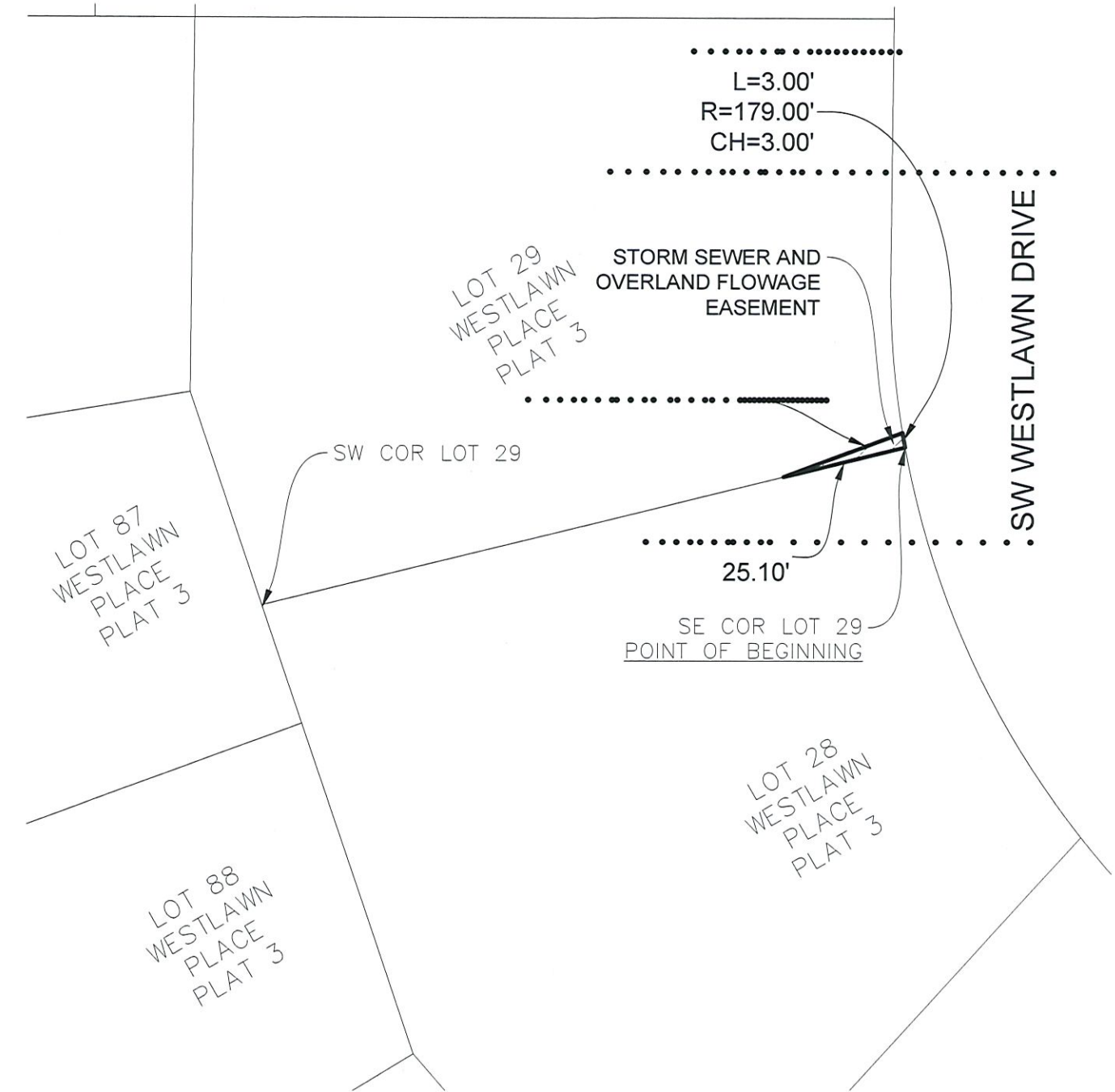
Attest: _____
Michelle Yuska, City Clerk of the City of Ankeny, Iowa

EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

A PART OF LOT 29, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 29; THENCE SOUTH 76°13'17" WEST ALONG THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 25.10 FEET; THENCE NORTH 69°28'26" EAST, 25.48 FEET TO THE EAST LINE OF SAID LOT 29; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 179.00 FEET, WHOSE ARC LENGTH IS 3.00 FEET AND WHOSE CHORD BEARS SOUTH 09°54'54" EAST, 3.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 38 SQUARE FEET.



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 13-OVERLANDAND STORM SEWER EASEMENT.DWG
FILE DATE: 5/2/25 DATE PLOTTED: 6/2/2025 11:00 AM
PLOTTED BY: MATTHEW ROSONKE:

1/1
2503.213

PT. LOT 29
WESTLAWN PLACE PLAT 3
EASEMENT PLAT ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400



SCALE 1"=40'

0' 40'



LEGEND

EXISTING PERMANENT EASEMENT	--- EX P/E ---
EXISTING PROPERTY LINE	--- EX P/L ---
EXISTING RIGHT OF WAY LINE	--- EX R/W ---
PROPOSED PERMANENT EASEMENT LINE	--- STRM/OVERLAND/E ---
PROPOSED STORM SEWER	
EXISTING PERMANENT EASEMENT	
PROPOSED STORM SEWER PERMANENT EASEMENT	

13
JAYCIANNA ASHLEY & BARBARA L BIRTCHER
 514 SW WESTLAWN DR
 ** PERMANENT STORM SEWER AND OVERLAND FLOWAGE EASEMENT **
 38 SQUARE FEET

STORM SEWER AND OVERLAND FLOWAGE EASEMENT
 (WIDTH VARIES)

EXISTING
 5.00' P.U.E.
 BK N, PG 91

EXISTING STORM SEWER PIPE

EXISTING SANITARY SEWER
 EASEMENT
 BK N, PG 91

10
JUDITH A HALL
 517 SW STATE ST

11
ETHAN R. & SARAH A. GINGRAS
 521 SW STATE ST

12
DAWN L AGAN
 518 SW WESTLAWN DR

SW WESTLAWN DRIVE

1/1 2503.213	PARCEL 13 JAYCIANNA ASHLEY & BARBARA L BIRTCHER EASEMENT EXHIBIT	CIVIL DESIGN ADVANTAGE	4121 NW URBANDALE DRIVE URBANDALE, IOWA 50322 PH: (515) 369-4400 FAX: (515) 369-4410	
	ANKENY, IOWA		ENGINEER:	TECH:

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Barbara L. Birtcher, a single person, and Jaycianna Ashley and Randy Ashley, her spouse, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate (the "Easement Area"):

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Storm Sewer and Appurtenances
Public Overland Flowage**

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, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and 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.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24 day of July, 2025.

Barbara L. Birtcher
Barbara L. Birtcher

By: _____

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

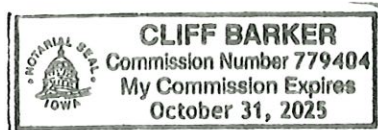
On this 24 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Barbara Birtcher

_____ 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) Cliff Barker (Sign in Ink)

Cliff Barker (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)
Barbara L. Birtcher

IN WITNESS WHEREOF, we have hereunto affixed our hands this 29 day of July, 2025.

Jaycianna Ashley
Jaycianna Ashley

Randy Ashley
Randy Ashley

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 29 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Jaycianna and Randy
Ashley

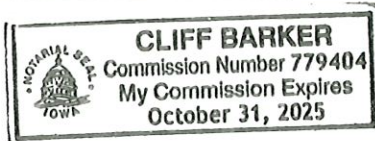
_____ to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Cliff Barker (Sign in Ink)

Cliff Barker (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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:

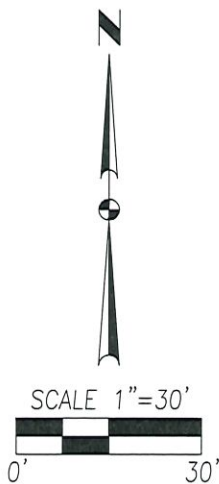
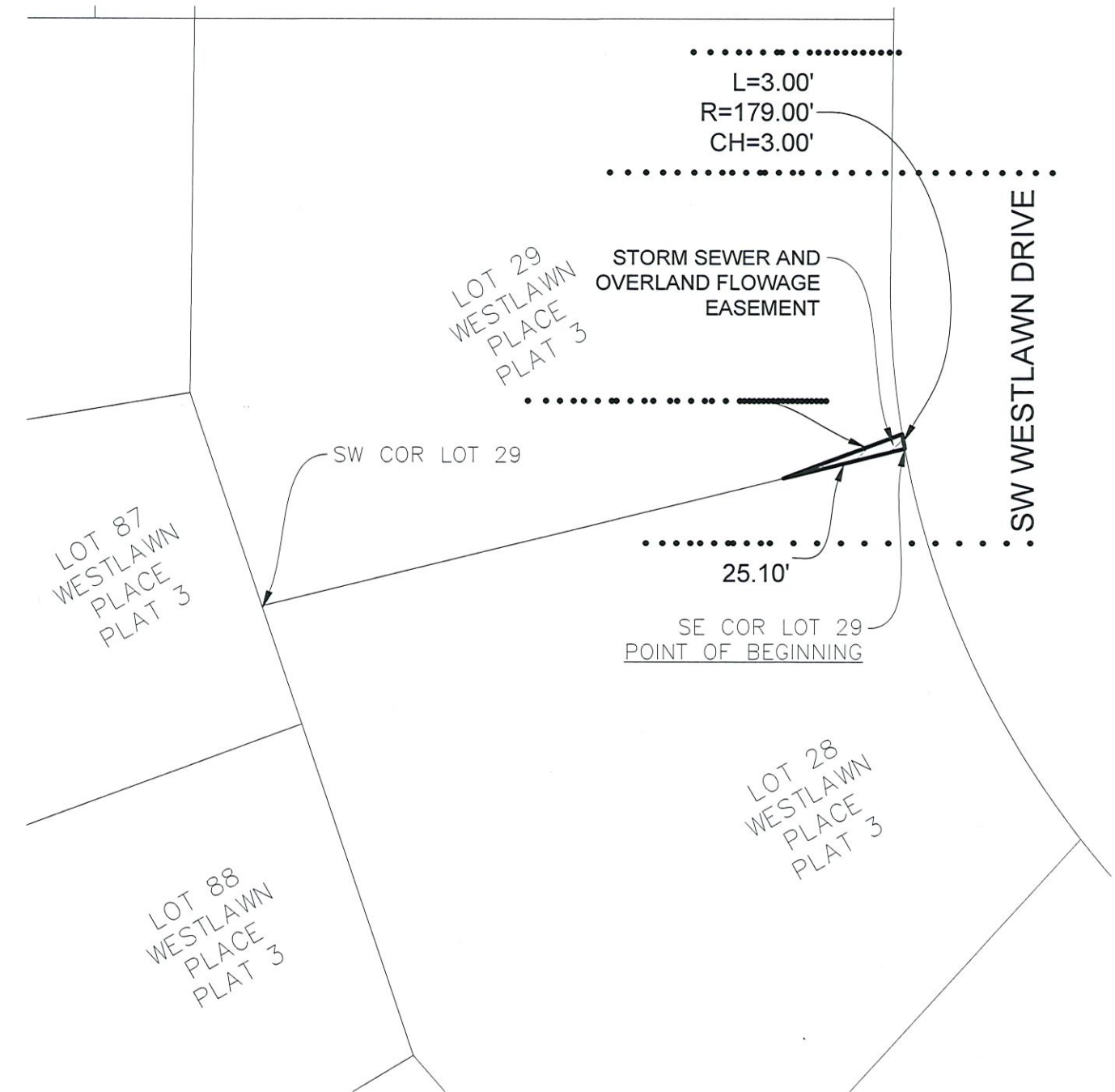
List name(s) of entity(ies) or person(s)
Jaycianna Ashley and Randy Ashley

EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

A PART OF LOT 29, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 29; THENCE SOUTH 76°13'17" WEST ALONG THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 25.10 FEET; THENCE NORTH 69°28'26" EAST, 25.48 FEET TO THE EAST LINE OF SAID LOT 29; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 179.00 FEET, WHOSE ARC LENGTH IS 3.00 FEET AND WHOSE CHORD BEARS SOUTH 09°54'54" EAST, 3.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 38 SQUARE FEET.



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 13-OVERLANDAND STORM SEWER EASEMENT.DWG
FILE DATE: 5/2/25 DATE PLOTTED: 6/2/2025 11:00 AM
PLOTTED BY: MATTHEW ROSONKE:

1/1
2503.213

PT. LOT 29
WESTLAWN PLACE PLAT 3
EASEMENT PLAT ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of fee title & permanent storm sewer and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (JaDee Holdings, L.L.C. - 1515/1517 SW 4th Street)

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 fee title & permanent storm sewer and overland flowage easement from JaDee Holdings, L.L.C. at 1515/1517 SW 4th Street to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt **RESOLUTION** accepting fee title acquisition & permanent storm sewer and overland flowage easement from JaDee Holdings, L.L.C. to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 19, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements - Phase 1 project.

FISCAL IMPACT

The total compensation for the fee title acquisition & permanent storm sewer and overland flowage easement is \$5,985.00. The cost for the fee title acquisition & permanent storm sewer and overland flowage easement is part of the project costs for the Westlawn Place Area Utility Improvements - Phase 1 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

2024 & 2025: Property owners throughout the Westlawn Place neighborhood were sent three letters with details of the over neighborhood project, including phasing maps showing the 16 proposed projects over approximately 10 years. Property owners within the project limits for Phase 1 were sent an additional letter on June 19, 2025 containing more specific information including the identification of properties with proposed acquisitions. A Public Information Meeting for Phase 1 property owners will be held in early September 2025.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 20 - Resolution for Purchase Agreement
2. Parcel 20 - Purchase Agreement
3. Parcel 20 - Right-of-Way Acquisition - Warranty Deed
4. Parcel 20 - Perm Storm Sewer and Overland Flowage Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF FEE TITLE &
PERMANENT STORM SEWER AND OVERLAND FLOWAGE EASEMENT
AT 1515/1517 SW 4TH STREET FOR THE
WESTLAWN PLACE AREA UTILITY IMPROVEMENTS – PHASE 1 PROJECT IN
ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that fee title & permanent storm sewer and overland flowage easement be granted by JaDee Holdings, L.L.C. at 1515/1517 SW 4th Street to facilitate the construction of the Westlawn Place Area Utility Improvements – Phase 1 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said fee title & permanent storm sewer and overland flowage easement necessary for the construction of the Westlawn Place Area Utility Improvements – Phase 1 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 fee title & permanent storm sewer and overland flowage easement from JaDee Holdings, L.L.C. at 1515/1517 SW 4th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Permanent Storm Sewer and Overland Flowage Easement for the completion of the Westlawn Place Area Utility Improvements – Phase 1 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE

To Seller: JaDee Holdings, L.L.C.
 1135 NW Parkridge Drive
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire property in fee title and easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$5,985.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	49 SF x \$8.25 / SF x 100% =	\$	405.00
Permanent Easement:	1,350 SF x \$8.25 / SF x 50% =	\$	5,580.00
Temporary Easement:	0 SF x \$8.25 / SF x 8% x 1.5 years =	\$	0.00
Other Considerations:	Cost to Cure =	\$	0.00
Total Compensation:	(Rounded Up)	\$	5,985.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the improvement of the Westlawn Place Area Utility Improvements – Phase 1 project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Other. The City has the legal right to remove any landscaping and/or infrastructure located within the easement in the event the existing storm sewer needs to be repaired or replaced in the future.

Dated at Ankeny, Iowa, this 25 day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Cliff Barker
Cliff Barker, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 25 day of July, 2025.

JADEE HOLDINGS, L.L.C.

By: 4 David J. Petyan
Print David J. Petyan

Title: PRES.

By: _____
Print _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of
Ankeny, Iowa

INDEX LEGEND

LOCATION: PT. LOT 40, WESTLAWN PLACE PLAT 3
ANKENY, POLK COUNTY, IOWA

REQUESTOR: CITY OF ANKENY

PROPRIETOR: JADEE HOLDINGS LLC
1135 NW PARKRIDGE DR
ANKENY, IA 50023-4207

SURVEYOR: JONATHAN A. ERDAHL

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

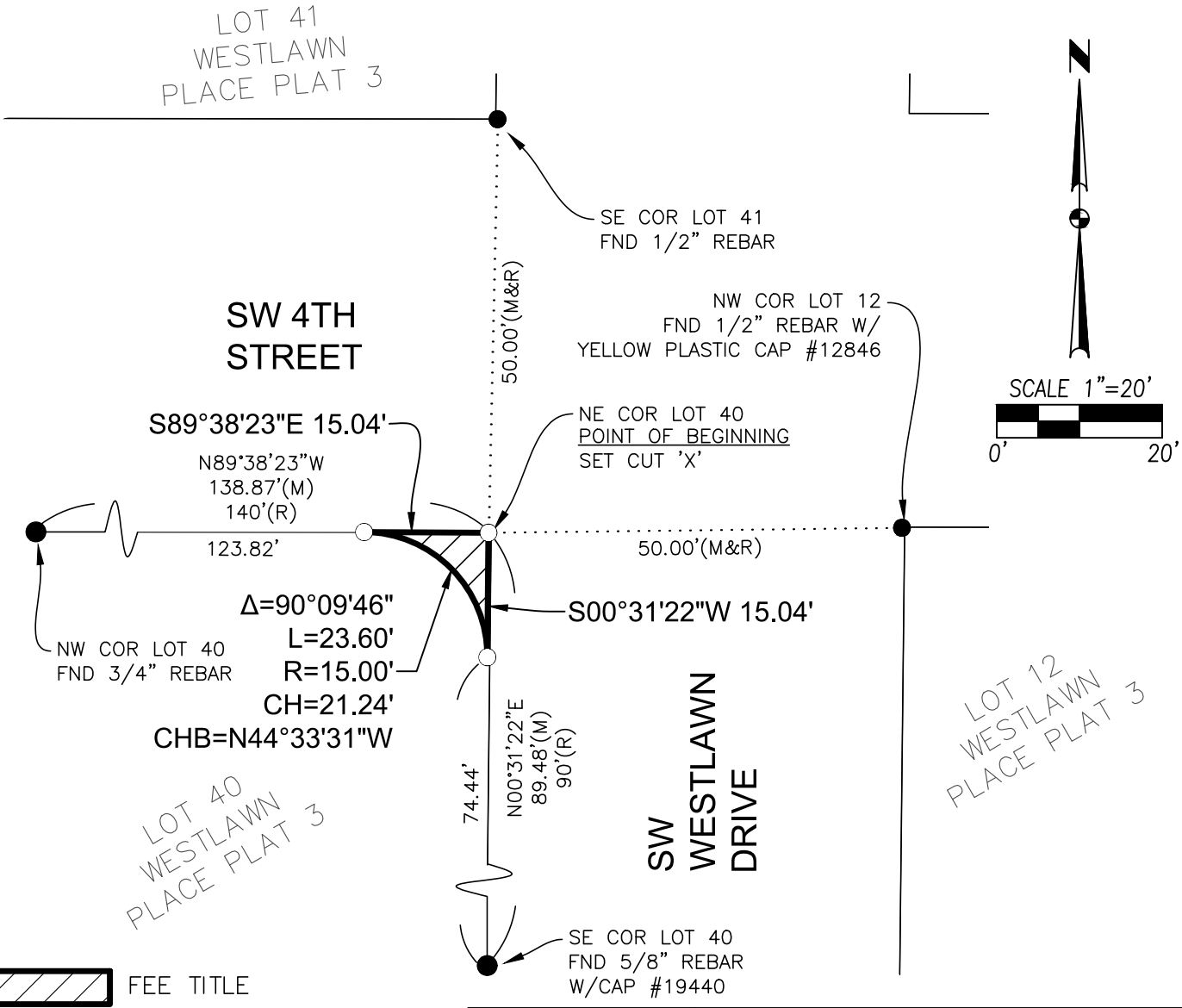
ACQUISITION PLAT

DATE OF SURVEY
MAY, 2025

LEGAL DESCRIPTION

A PART OF LOT 40, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 00°31'22" WEST ALONG THE EAST LINE OF SAID LOT 40, A DISTANCE OF 15.04 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 23.60 FEET AND WHOSE CHORD BEARS NORTH 44°33'31" WEST, 21.24 FEET TO THE NORTH LINE OF SAID LOT 40; THENCE SOUTH 89°38'23" EAST ALONG SAID NORTH LINE, 15.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 49 SQUARE FEET.

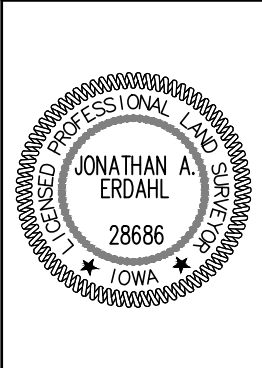


FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 20-ACQUISITION PLAT.DWG
DATE PLOTTED: 8/5/2025 10:35 AM
PLOTTED BY: JON ERDAHL

FEE TITLE

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #28686 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan A. Erdahl 08-05-2025
JONATHAN A. ERDAHL, P.L.S. DATE
LICENSE NUMBER 28686
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

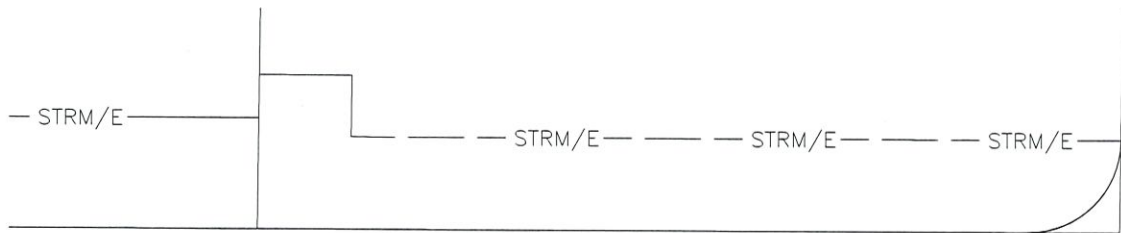
SW 4TH STREET AND SW WESTLAWN DRIVE
PT. LOT 40, WESTLAWN PLACE PLAT 3

REVISION:

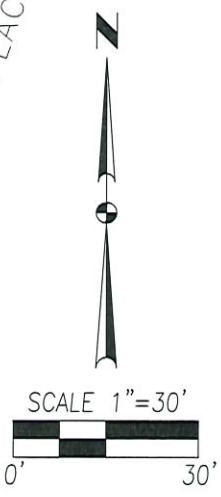
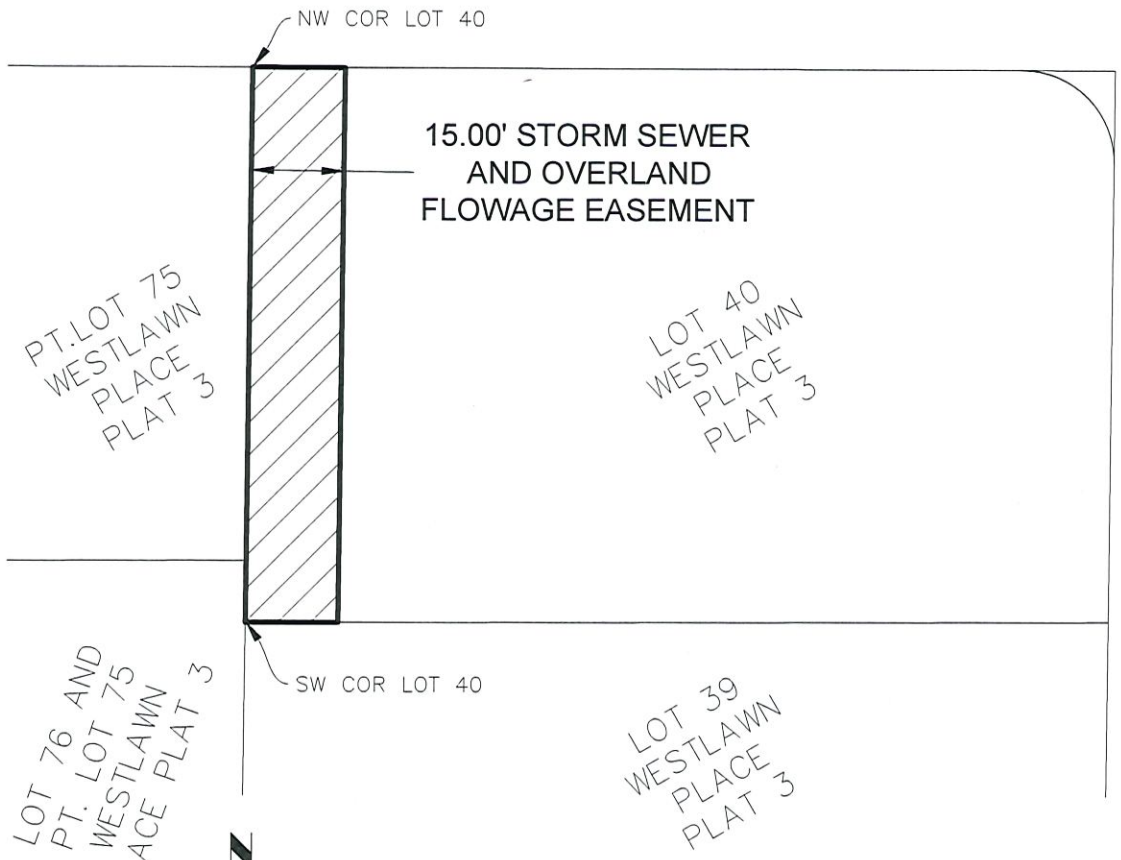
EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

THE WEST 15.00 FEET OF LOT 40, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.03 ACRES (1,350 SQUARE FEET).



SW 4TH STREET



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 20-OVERLAND AND STORM SEWER EASEMENT.DWG
FILE DATE: 6/3/25 DATE PLOTTED: 6/3/2025 9:16 AM
PLOTTED BY: MATTHEW ROSONKE

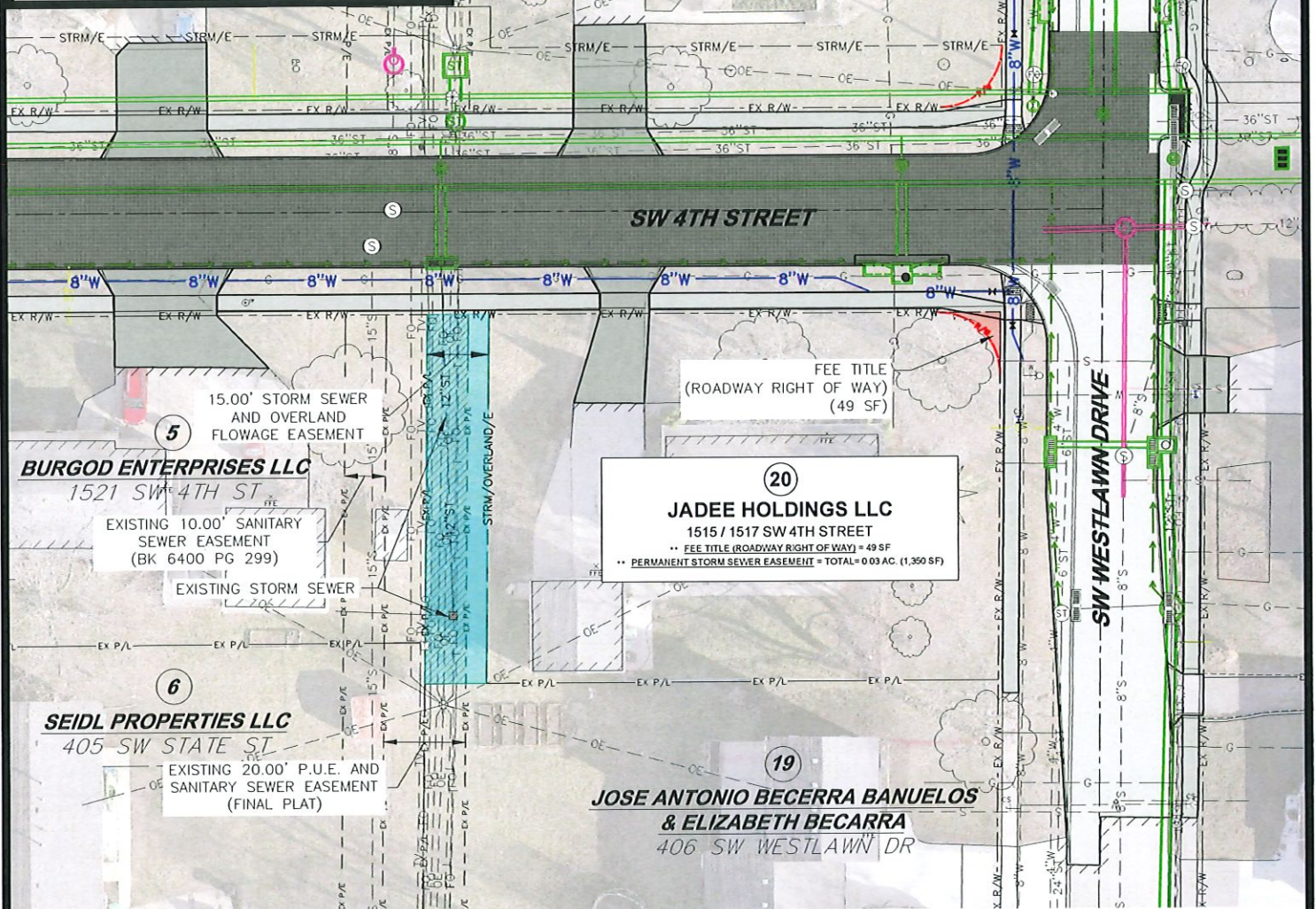


SCALE 1"=40'



LEGEND

EXISTING PERMANENT EASEMENT	--- EX P/E ---
EXISTING PROPERTY LINE	--- EX P/L ---
EXISTING RIGHT OF WAY LINE	--- EX R/W ---
PROPOSED RIGHT OF WAY LINE	--- R/W ---
PROPOSED PERMANENT EASEMENT LINE	--- STRM/OVERLAND/E ---
PROPOSED STORM SEWER	
EXISTING PERMANENT EASEMENT	
PROPOSED STORM SEWER PERMANENT EASEMENT	
PROPOSED FEE TITLE ACQUISITION (ROADWAY RIGHT OF WAY)	



1/1
2503.213

PARCEL 20
JADEE HOLDINGS LLC
EASEMENT EXHIBIT

ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: TECH:

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, JaDee Holdings, L.L.C., an Iowa limited liability corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PART OF LOT 40, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 00°31'22" WEST ALONG THE EAST LINE OF SAID LOT 40, A DISTANCE OF 15.04 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 23.60 FEET AND WHOSE CHORD BEARS NORTH 44°33'31" WEST, 21.24 FEET TO THE NORTH LINE OF SAID LOT 40; THENCE SOUTH 89°38'23" EAST ALONG SAID NORTH LINE, 15.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 49 SQUARE FEET.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 25 day of July, 2025.

Jadee Holdings, L.L.C., an Iowa limited liability company

David J Peitzman
Signed

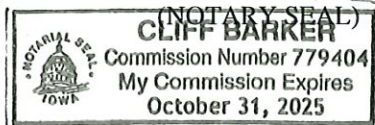
DAVID J PEITZMAN PRES
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 25 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared David Peitzman

_____ 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

Cliff Barker (Sign in Ink)

Cliff Barker (Print Name)

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
President

☐ 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)
Jadee Holdings LLC
David Peitzman

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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

INDEX LEGEND

LOCATION: PT. LOT 40, WESTLAWN PLACE PLAT 3
ANKENY, POLK COUNTY, IOWA

REQUESTOR: CITY OF ANKENY

PROPRIETOR: JADEE HOLDINGS LLC
1135 NW PARKRIDGE DR
ANKENY, IA 50023-4207

SURVEYOR: JONATHAN A. ERDAHL

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

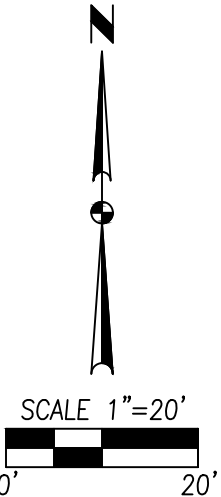
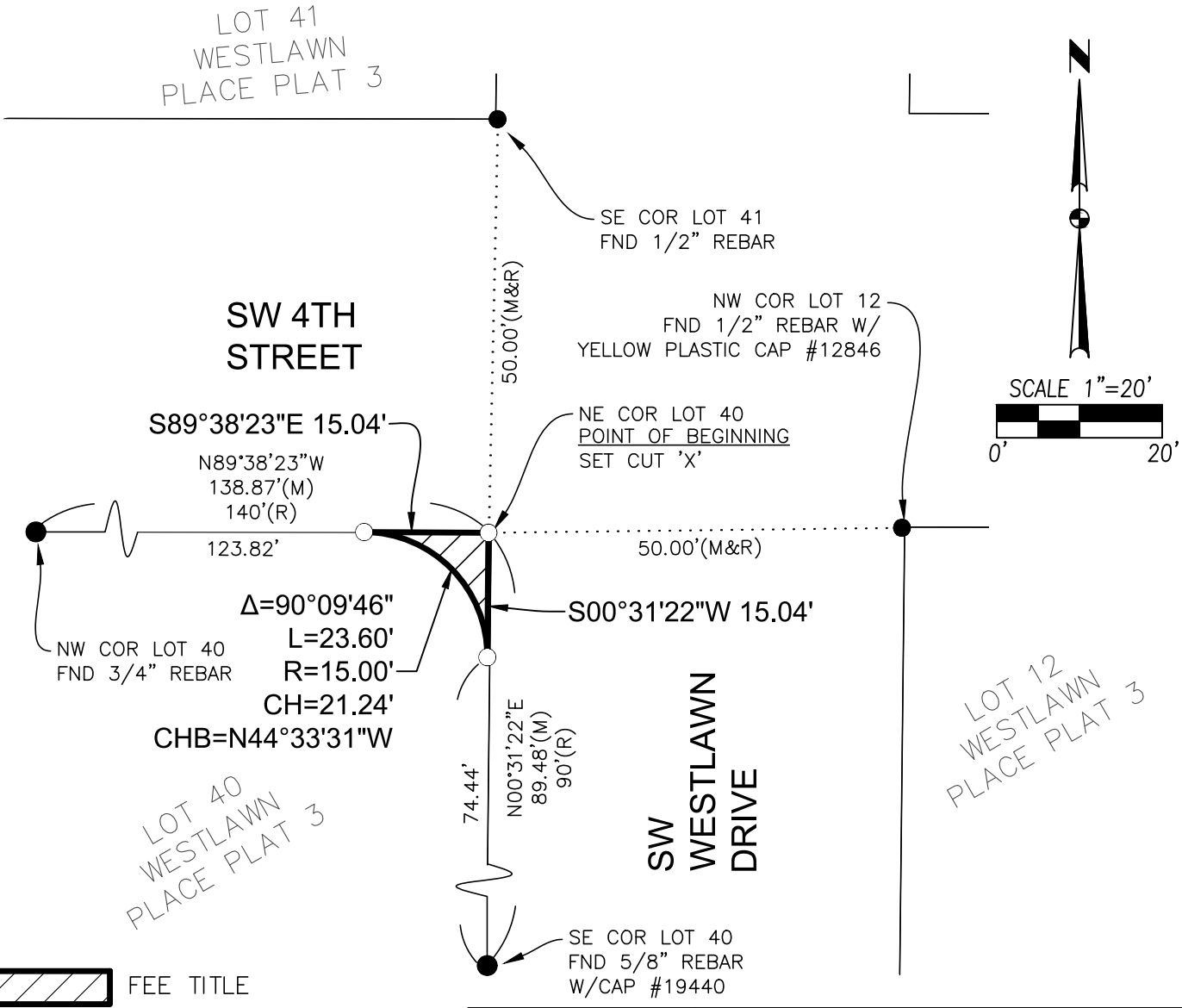
ACQUISITION PLAT

DATE OF SURVEY
MAY, 2025

LEGAL DESCRIPTION

A PART OF LOT 40, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 00°31'22" WEST ALONG THE EAST LINE OF SAID LOT 40, A DISTANCE OF 15.04 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 23.60 FEET AND WHOSE CHORD BEARS NORTH 44°33'31" WEST, 21.24 FEET TO THE NORTH LINE OF SAID LOT 40; THENCE SOUTH 89°38'23" EAST ALONG SAID NORTH LINE, 15.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 49 SQUARE FEET.

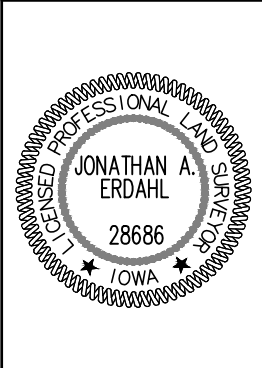


FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 20-ACQUISITION PLAT.DWG
DATE PLOTTED: 8/5/2025 10:35 AM
PLOTTED BY: JON ERDAHL

FEE TITLE

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #28686 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan A. Erdahl 08-05-2025
JONATHAN A. ERDAHL, P.L.S. DATE
LICENSE NUMBER 28686
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

SW 4TH STREET AND SW WESTLAWN DRIVE
PT. LOT 40, WESTLAWN PLACE PLAT 3

REVISION:

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, JaDee Holdings, L.L.C., an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate (the "Easement Area"):

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Storm Sewer and Appurtenances
Public Overland Flowage**

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, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and 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.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 25 day of July, 2025.

JaDee Holdings, L.L.C., an Iowa limited liability company

David J Peitzman
Signed

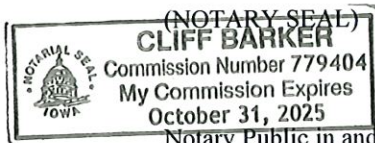
DAVID J PEITZMAN PRES.
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF POLK } ss:

On this 25 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared David Peitzman

_____ to me personally known
or X 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.



Cliff Barker (Sign in Ink)
Cliff Barker (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
President

☐ 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)
JaDee Holdings LLC
David Peitzman

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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.

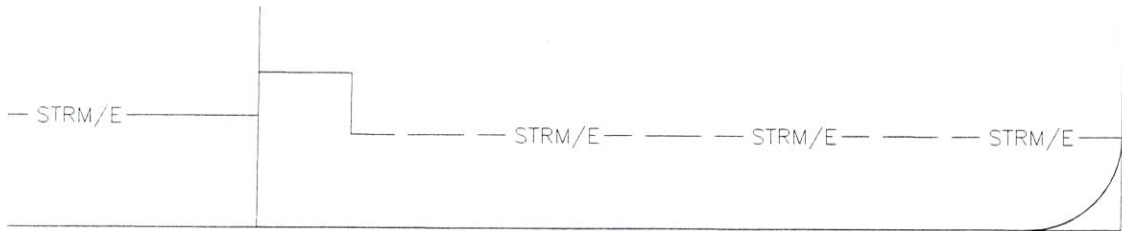
Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

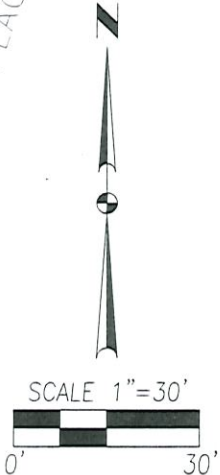
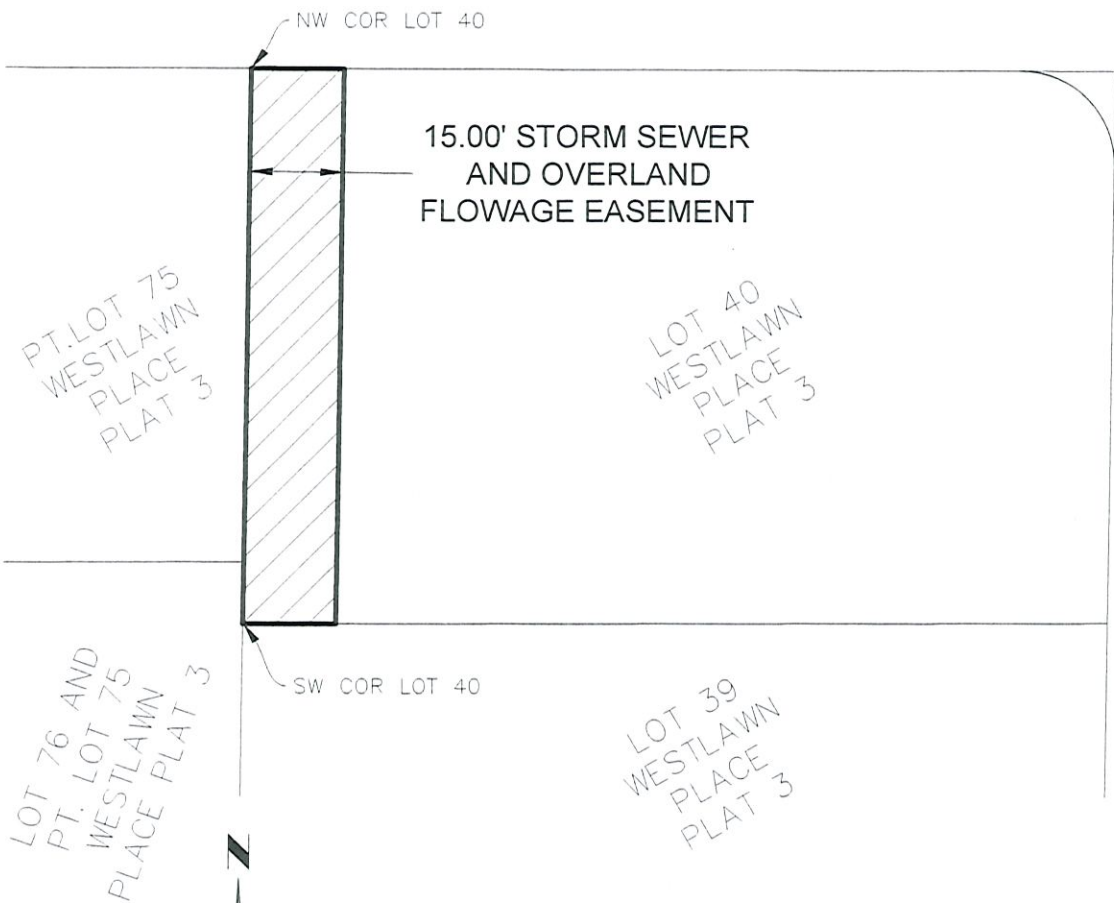
EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

THE WEST 15.00 FEET OF LOT 40, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.03 ACRES (1,350 SQUARE FEET).



SW 4TH STREET



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 20-OVERLAND AND STORM SEWER EASEMENT.DWG
FILE DATE: 6/3/25 DATE PLOTTED: 6/3/2025 9:16 AM
PLOTTED BY: MATTHEW ROSONKE:

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2503.213

PT. LOT 40
WESTLAWN PLACE PLAT 3
EASEMENT PLAT ANKENY, IOWA



4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400





ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of fee title and permanent storm sewer easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (Seidl Properties, LLC - 1514/1516 SW 4th Street)

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 fee title and permanent storm sewer easement from Seidl Properties, LLC at 1514/1516 SW 4th Street to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt **RESOLUTION** accepting fee title acquisition and permanent storm sewer easement from Seidl Properties, LLC to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 19, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements - Phase 1 project.

FISCAL IMPACT

The total compensation for the fee title acquisition & permanent storm sewer and overland flowage easement is \$11,280.00. The cost for the fee title acquisition and permanent storm sewer easement is part of the project costs for the Westlawn Place Area Utility Improvements - Phase 1 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

2024 & 2025: Property owners throughout the Westlawn Place neighborhood were sent three letters with details of the over neighborhood project, including phasing maps showing the 16 proposed projects over approximately 10 years. Property owners within the project limits for Phase 1 were sent an additional letter on June 19, 2025 containing more specific information including the identification of properties with proposed acquisitions. A Public Information Meeting for Phase 1 property owners will be held in early September 2025.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 21 - Resolution for Purchase Agreement
2. Parcel 21 - Purchase Agreement
3. Parcel 21 - Right-of-Way Acquisition - Warranty Deed
4. Parcel 21 - Perm Storm Sewer Easement

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF FEE TITLE
AND PERMANENT STORM SEWER EASEMENT
AT 1514/1516 SW 4TH STREET FOR THE
WESTLAWN PLACE AREA UTILITY IMPROVEMENTS – PHASE 1 PROJECT IN
ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that fee title and permanent storm sewer easement be granted by Seidl Properties, LLC at 1514/1516 SW 4th Street to facilitate the construction of the Westlawn Place Area Utility Improvements – Phase 1 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said fee title and permanent storm sewer easement necessary for the construction of the Westlawn Place Area Utility Improvements – Phase 1 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 fee title and permanent storm sewer easement from Seidl Properties, LLC at 1514/1516 SW 4th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Permanent Storm Sewer Easement for the completion of the Westlawn Place Area Utility Improvements – Phase 1 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER AND CONTRACT TO PURCHASE**

To Seller: Seidl Properties, LLC
 1716 NW Norton Ct.
 Grimes, IA 50111

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$11,280.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	47 SF x \$8.25 / SF x 100% =	\$ 390.00
Permanent Easement:	2,200 SF x \$8.25 / SF x 50% =	\$ 9,090.00
Temporary Easement:	0 SF x \$8.25 / SF x 10% x 1.5 years =	\$ 0.00
<u>Other Considerations:</u>	<u>Removal of 3 trees</u>	<u>\$ 1,800.00</u>
Total Compensation:	(Rounded Up)	\$ 11,280.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the Westlawn Place Area Utility Improvements – Phase 1 project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Other. The City has the legal right to remove any landscaping and/or infrastructure located within the easement in the event the RCB (box culvert) needs to be repaired or replaced.

Dated at Ankeny, Iowa, this 29 day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Cliff Barker
Cliff Barker, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 29 day of July, 2025.

SEIDL PROPERTIES, LLC

By: Dan Seidl
Print Dan Seidl

Title: owner

By: _____
Print _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

LOCATION: PT. LOT 41, WESTLAWN PLACE PLAT 3
ANKENY, POLK COUNTY, IOWA

REQUESTOR: CITY OF ANKENY

PROPRIETOR: SEIDL PROPERTIES LLC
1716 NW NORTON CT
GRIMES, IA 50111-4602

SURVEYOR: JONATHAN A. ERDAHL

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

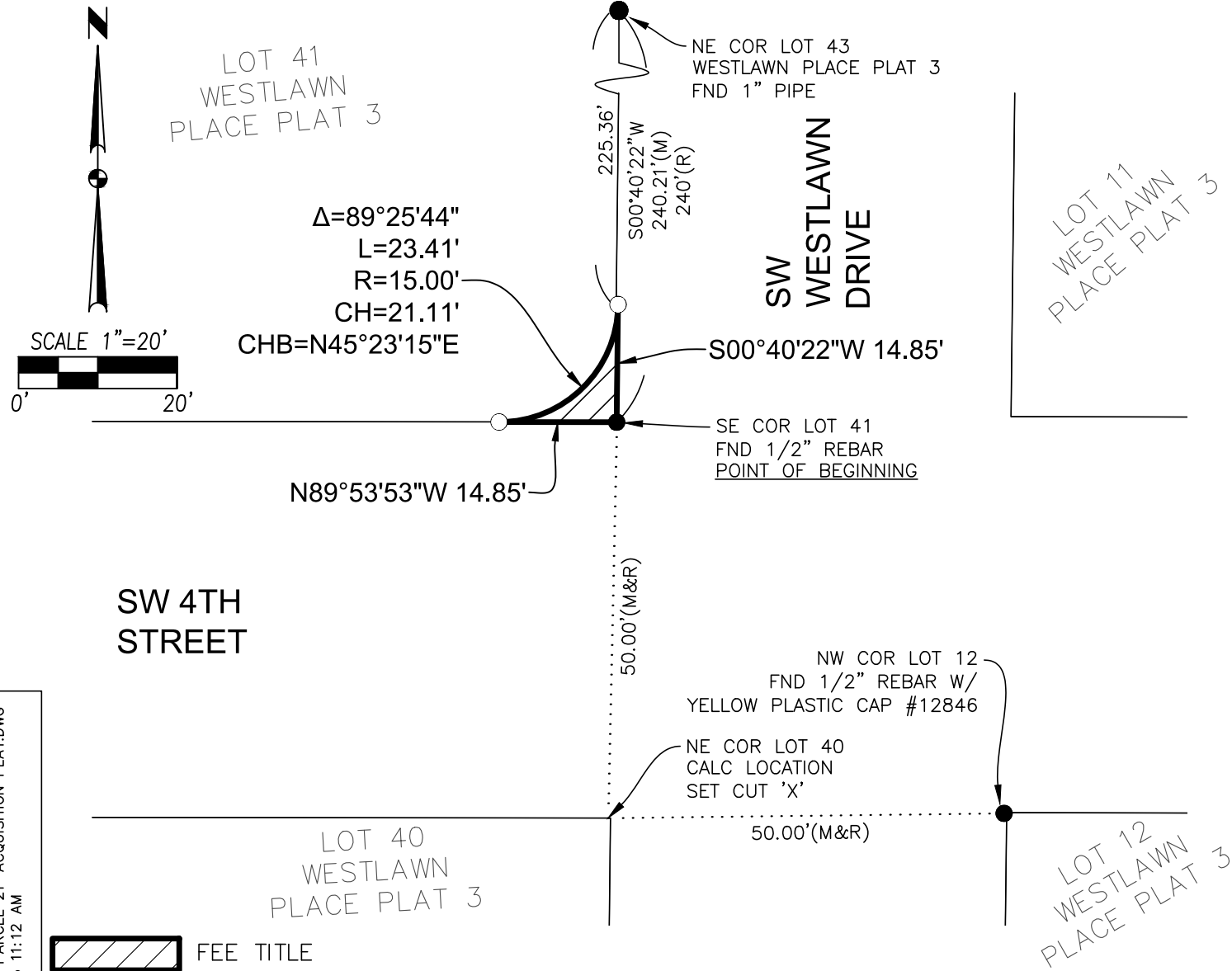
ACQUISITION PLAT

DATE OF SURVEY
MAY, 2025

LEGAL DESCRIPTION

A PART OF LOT 41, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 41; THENCE NORTH 89°53'53" WEST ALONG THE SOUTH LINE OF SAID LOT 41, A DISTANCE OF 14.85 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 23.41 FEET AND WHOSE CHORD BEARS NORTH 45°23'15" EAST, 21.11 FEET TO THE EAST LINE OF SAID LOT 41; THENCE SOUTH 00°40'22" WEST ALONG SAID EAST LINE, 14.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 47 SQUARE FEET.



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503213 PARCEL 21-ACQUISITION PLAT.DWG
DATE PLOTTED: 8/5/2025 11:12 AM
PLOTTED BY: JON ERDAHL

FEE TITLE

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #28686 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan A. Erdahl

JONATHAN A. ERDAHL, P.L.S.

08-05-2025

DATE

LICENSE NUMBER 28686
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

SW 4TH STREET AND SW WESTLAWN DRIVE
PT. LOT 41, WESTLAWN PLACE PLAT 3

REVISION:

2503.213



CIVIL DESIGN ADVANTAGE

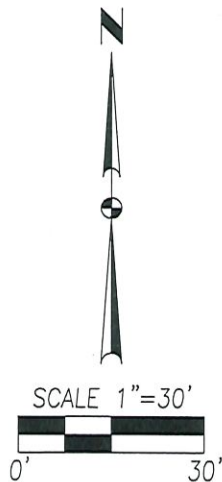
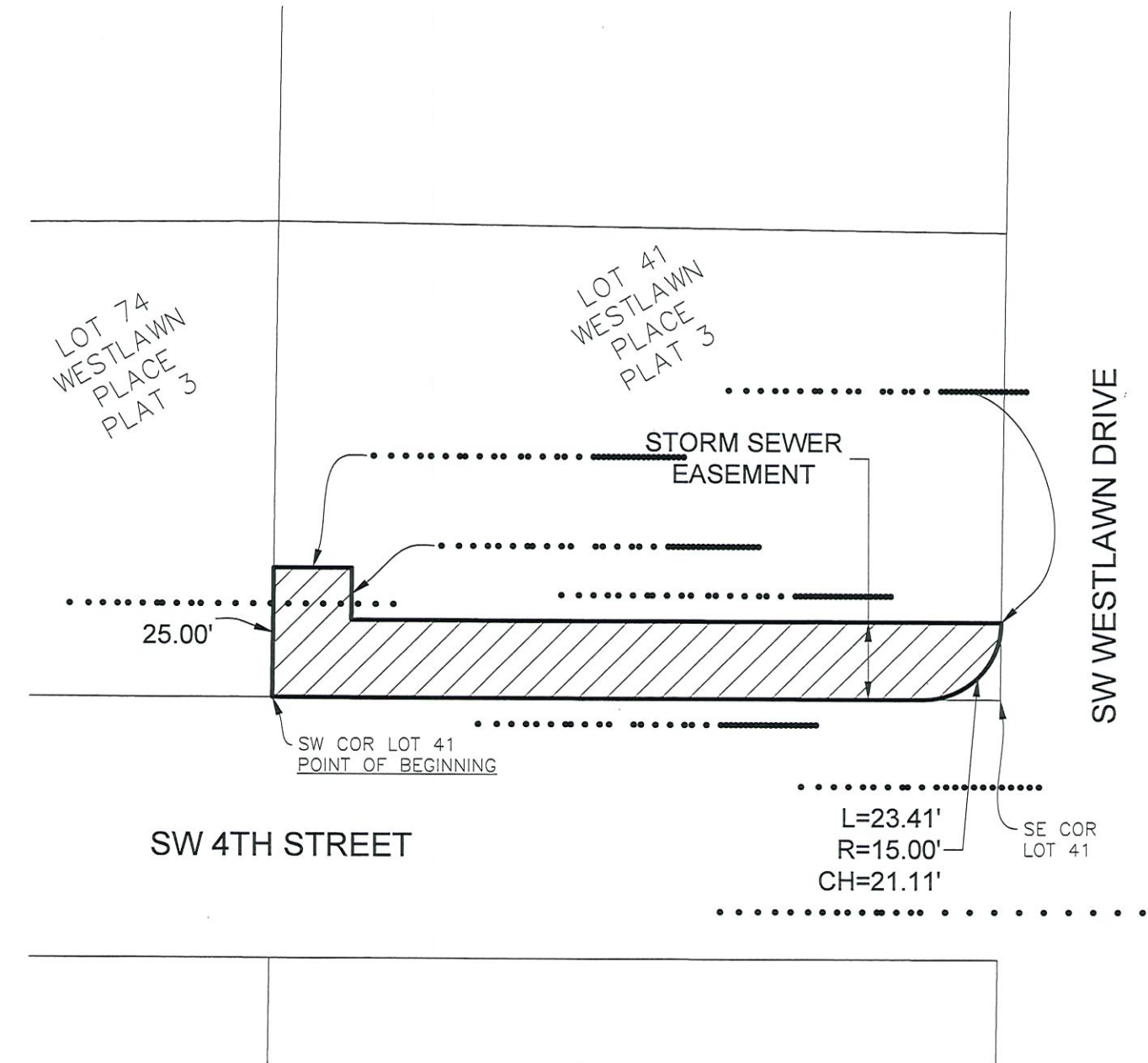
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400

EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION

A PART OF LOT 41, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 41; THENCE NORTH 00°37'46" EAST ALONG THE WEST LINE OF SAID LOT 41, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°55'50" EAST, 15.00 FEET; THENCE SOUTH 00°37'46" WEST, 10.00 FEET; THENCE SOUTH 89°55'50" EAST, 124.84 FEET TO THE EAST LINE OF SAID LOT 41; THENCE SOUTH 00°39'02" WEST ALONG SAID EAST LINE, 2.79 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 20.06 FEET AND WHOSE CHORD BEARS SOUTH 49°01'19" WEST, 18.60 FEET TO THE SOUTH LINE OF SAID LOT 41; THENCE NORTH 89°55'50" WEST ALONG SAID SOUTH LINE, 125.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,200 SQUARE FEET).



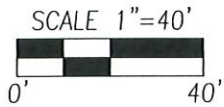
FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 21-STORM SEWER EASEMENT.DWG
FILE DATE: 6/3/25 DATE PLOTTED: 6/3/2025 9:04 AM
PLOTTED BY: MATTHEW ROSONKE:

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PT. LOT 41
WESTLAWN PLACE PLAT 3
EASEMENT PLAT ANKENY, IOWA

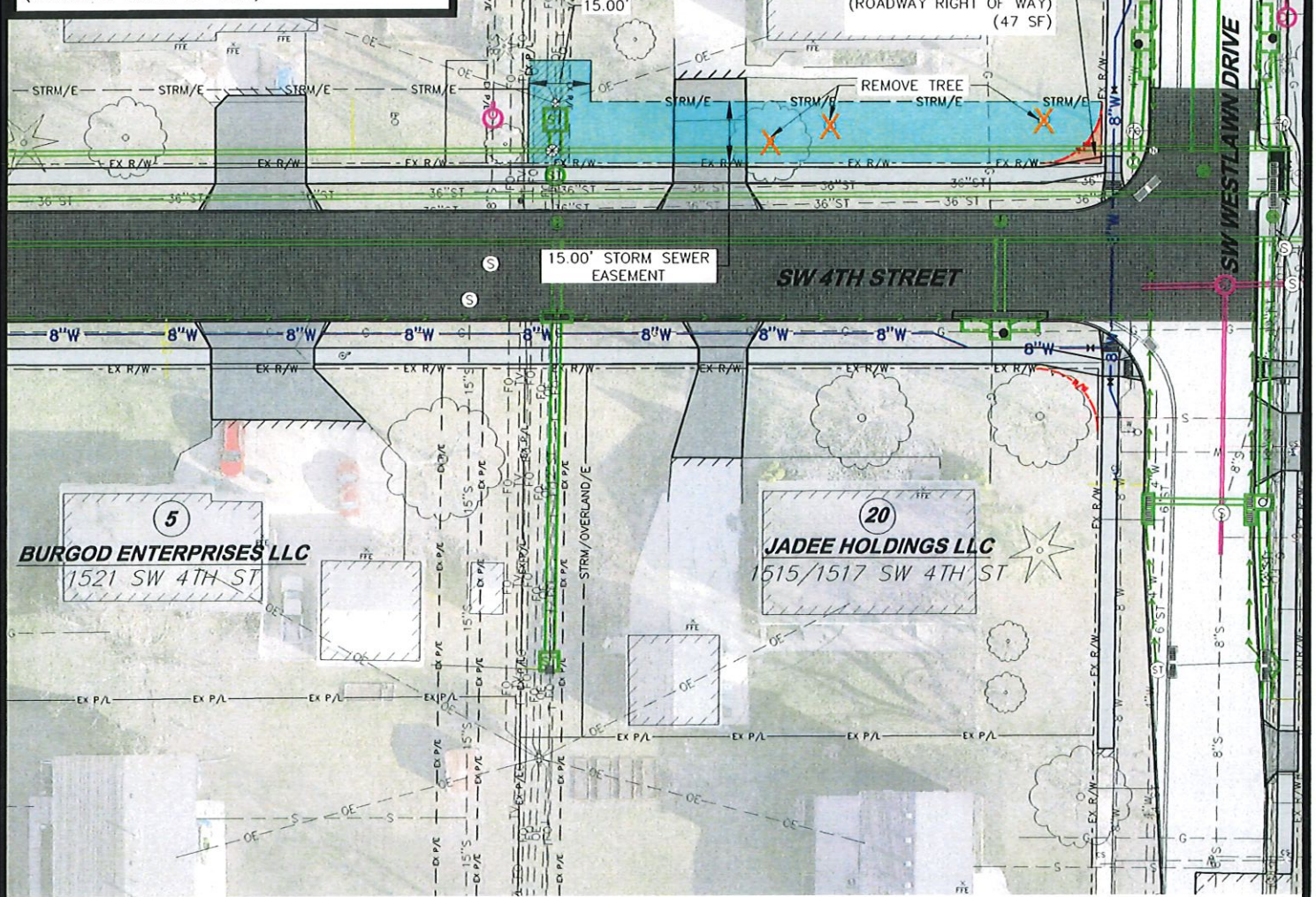
GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400



LEGEND

EXISTING PERMANENT EASEMENT	---	EX P/E	---
EXISTING PROPERTY LINE	---	EX P/L	---
EXISTING RIGHT OF WAY LINE	---	EX R/W	---
PROPOSED RIGHT OF WAY LINE	---	R/W	---
PROPOSED PERMANENT EASEMENT LINE	---	STRM/E	---
TREE REMOVAL		X	
PROPOSED STORM SEWER			
EXISTING PERMANENT EASEMENT			
PROPOSED STORM SEWER PERMANENT EASEMENT			
PROPOSED FEE TITLE ACQUISITION (ROADWAY RIGHT OF WAY)			



1/1
2503.213

PARCEL 21 SEIDL PROPERTIES LLC EASEMENT EXHIBIT

ANKENY, IOWA



CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: TECH:

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Seidl Properties, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PART OF LOT 41, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE NORTH 89°53'53" WEST ALONG THE SOUTH LINE OF SAID LOT 41, A DISTANCE OF 14.85 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 23.41 FEET AND WHOSE CHORD BEARS NORTH 45°23'15" EAST, 21.11 FEET TO THE EAST LINE OF SAID LOT 41; THENCE SOUTH 00°40'22" WEST ALONG SAID EAST LINE, 14.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 47 SQUARE FEET.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 29th day of July, 2025.

Seidl Properties, LLC, an Iowa limited liability company

Doug Seidl
Signed

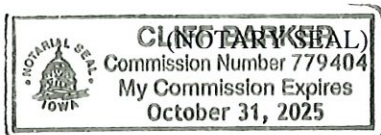
Doug Seidl Member
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 29 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Doug Seidl, member

_____ 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.



Cliff Barker (Sign in Ink)
Cliff Barker (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
Member
☐ 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)
Seidl Properties LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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

INDEX LEGEND

LOCATION: PT. LOT 41, WESTLAWN PLACE PLAT 3
ANKENY, POLK COUNTY, IOWA

REQUESTOR: CITY OF ANKENY

PROPRIETOR: SEIDL PROPERTIES LLC
1716 NW NORTON CT
GRIMES, IA 50111-4602

SURVEYOR: JONATHAN A. ERDAHL

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
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PH: 515-369-4400

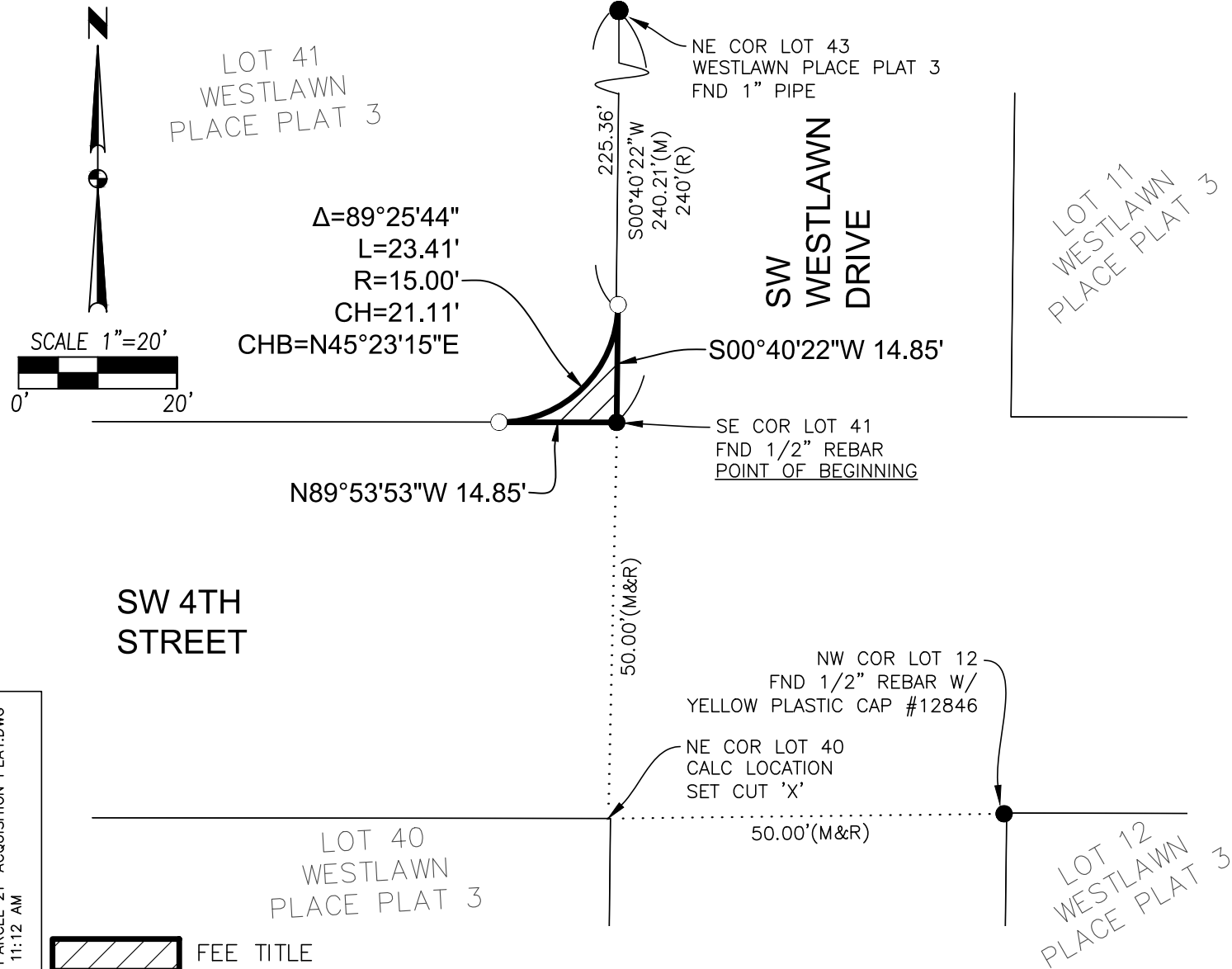
ACQUISITION PLAT

DATE OF SURVEY
MAY, 2025

LEGAL DESCRIPTION

A PART OF LOT 41, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 41; THENCE NORTH 89°53'53" WEST ALONG THE SOUTH LINE OF SAID LOT 41, A DISTANCE OF 14.85 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 23.41 FEET AND WHOSE CHORD BEARS NORTH 45°23'15" EAST, 21.11 FEET TO THE EAST LINE OF SAID LOT 41; THENCE SOUTH 00°40'22" WEST ALONG SAID EAST LINE, 14.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 47 SQUARE FEET.



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503213 PARCEL 21-ACQUISITION PLAT.DWG
DATE PLOTTED: 8/5/2025 11:12 AM
PLOTTED BY: JON ERDAHL

FEE TITLE

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #28686 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan A. Erdahl
JONATHAN A. ERDAHL, P.L.S.

08-05-2025
DATE

LICENSE NUMBER 28686
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

SW 4TH STREET AND SW WESTLAWN DRIVE
PT. LOT 41, WESTLAWN PLACE PLAT 3

REVISION:



WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 STORM SEWER EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Seidl Properties, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate (the "Easement Area"):

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

Public Storm Sewer 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, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and 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.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 29 day of July, 2025.

Seidl Properties, LLC, an Iowa limited liability company

Doug Seidl
Signed

Doug Seidl / owner
Print Name and Title

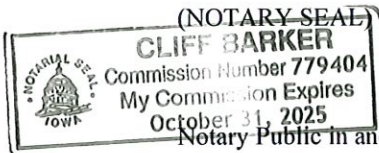
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 29 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Doug Seidl, member

 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) Cliff Barker (Sign in Ink)
CLIFF BARKER (Print Name)
Notary Public in and for the State of Iowa



||| CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
member
☐ 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)
Seidl Properties, LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, , 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 .

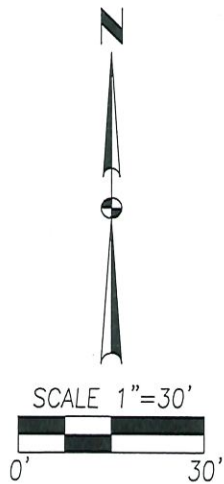
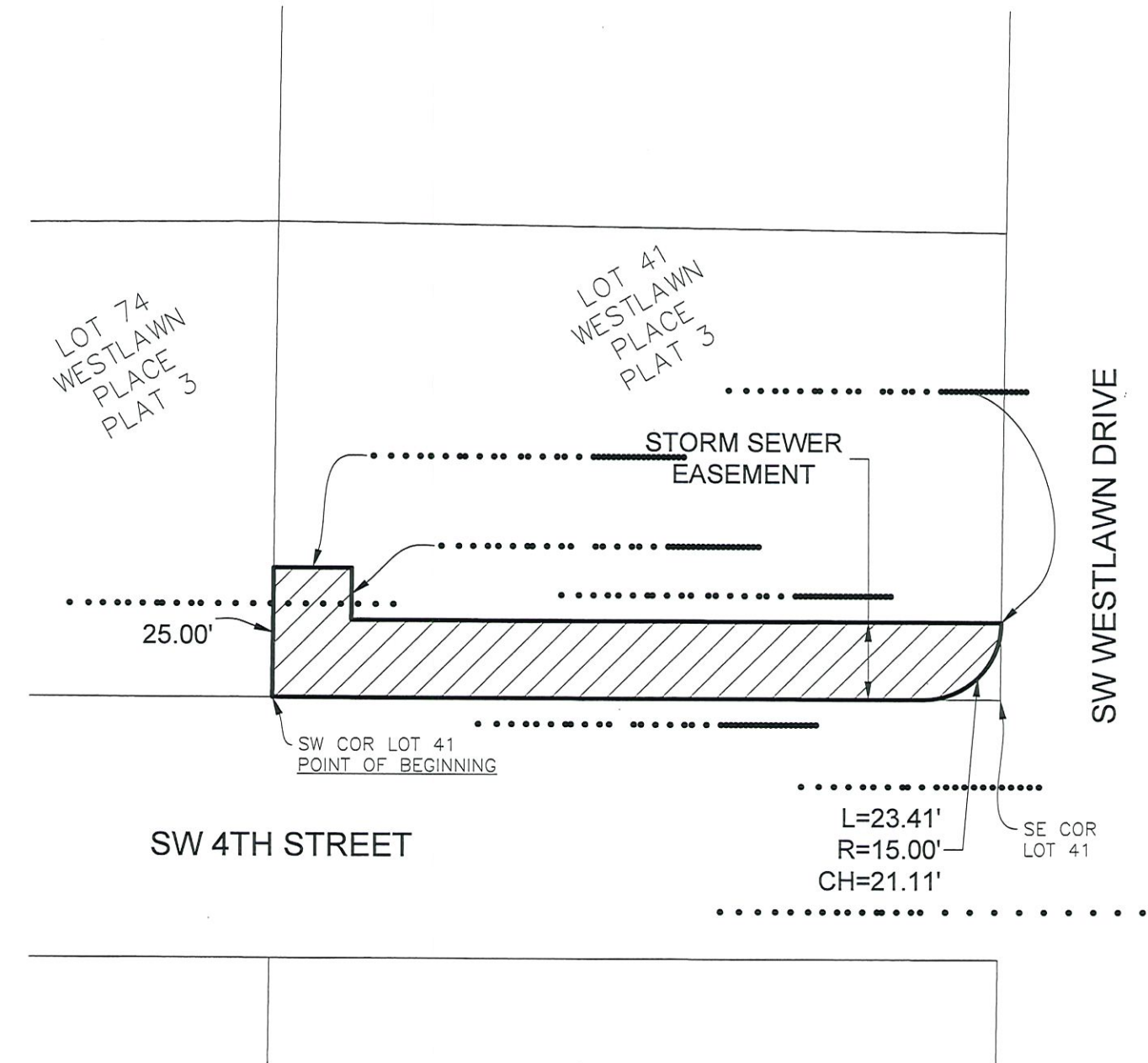
City Clerk of the City of Ankeny, Iowa

EXHIBIT 'A' - EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION

A PART OF LOT 41, WESTLAWN PLACE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 41; THENCE NORTH 00°37'46" EAST ALONG THE WEST LINE OF SAID LOT 41, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°55'50" EAST, 15.00 FEET; THENCE SOUTH 00°37'46" WEST, 10.00 FEET; THENCE SOUTH 89°55'50" EAST, 124.84 FEET TO THE EAST LINE OF SAID LOT 41; THENCE SOUTH 00°39'02" WEST ALONG SAID EAST LINE, 2.79 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 20.06 FEET AND WHOSE CHORD BEARS SOUTH 49°01'19" WEST, 18.60 FEET TO THE SOUTH LINE OF SAID LOT 41; THENCE NORTH 89°55'50" WEST ALONG SAID SOUTH LINE, 125.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,200 SQUARE FEET).



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 21-STORM SEWER EASEMENT.DWG
FILE DATE: 6/3/25 DATE PLOTTED: 6/3/2025 9:04 AM
PLOTTED BY: MATTHEW ROSONKE:

1
1
2503.213

PT. LOT 41
WESTLAWN PLACE PLAT 3
EASEMENT PLAT ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400

GA



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sanitary sewer, permanent storm sewer, and overland flowage easement for the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa. (JaDee Holdings, L.L.C. - 402/404 SW Westview Drive)

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 sanitary sewer, permanent storm sewer, and overland flowage easement from JaDee Holdings, L.L.C. at 402/404 SW Westview Drive to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt **RESOLUTION** accepting permanent sanitary sewer, permanent storm sewer, and overland flowage easement from JaDee Holdings, L.L.C. to facilitate the construction of the Westlawn Place Area Utility Improvements - Phase 1 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 19, 2025: Council approved a Resolution authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements - Phase 1 project.

FISCAL IMPACT

The total compensation for the permanent sanitary sewer, permanent storm sewer, and overland flowage easement is \$7,740.00. The cost for the permanent sanitary sewer, permanent storm sewer, and overland flowage easement is part of the project costs for the Westlawn Place Area Utility Improvements - Phase 1 project included in the current Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

2024 & 2025: Property owners throughout the Westlawn Place neighborhood were sent three letters with details of the over neighborhood project, including phasing maps showing the 16 proposed projects over approximately 10 years. Property owners within the project limits for Phase 1 were sent an additional letter on June 19, 2025 containing more specific information including the identification of properties with proposed acquisitions. A Public Information Meeting for Phase 1 property owners will be held in early September 2025.

ACTION REQUESTED

ATTACHMENTS

1. Parcel 28 - Resolution for Purchase Agreement
2. Parcel 28 - Purchase Agreement
3. Parcel 28 - Perm San Sewer, Storm Sewer, and Overland Flow

RESOLUTION 2025-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT SANITARY
SEWER, PERMANENT STORM SEWER, AND OVERLAND FLOWAGE EASEMENT
AT 402/404 SW WESTVIEW DRIVE FOR THE
WESTLAWN PLACE AREA UTILITY IMPROVEMENTS – PHASE 1 PROJECT IN
ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent sanitary sewer, permanent storm sewer, and overland flowage easement be granted by JaDee Holdings, L.L.C. at 402/404 SW Westview Drive to facilitate the construction of the Westlawn Place Area Utility Improvements – Phase 1 project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent sanitary sewer, permanent storm sewer, and overland flowage easement necessary for the construction of the Westlawn Place Area Utility Improvements – Phase 1 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 sanitary sewer, permanent storm sewer, and overland flowage easement from JaDee Holdings, L.L.C. at 402/404 SW Westview Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Sanitary Sewer, Permanent Storm Sewer, and Overland Flowage Easement for the completion of the Westlawn Place Area Utility Improvements – Phase 1 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 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER AND CONTRACT TO PURCHASE

To Seller: JaDee Holdings, L.L.C.
 1135 NW Parkridge Drive
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa (the "City"), intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s) (the "Property").
2. Purchase Price. The City of Ankeny agrees to pay \$7,740.00, for the Acquisition of the Property or an interest in the Property as follows:

Fee Title (Warranty Deed):	0 SF x \$8.25 / SF x 100% =	\$	0.00
Permanent Easement:	1,440 SF x \$8.25 / SF x 50% =	\$	5,940.00
Temporary Easement:	0 SF x \$8.25 / SF x 8% x 1.5 years =	\$	0.00
Other Considerations:	Removal of 3 trees	\$	1,800.00
Total Compensation:	(Rounded Up)	\$	7,740.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting or title searches (if any), recording, and other fees and expenses involved with this Project.

3. Purpose of the Acquisition (the "Project"). The acquisition is for the Westlawn Place Area Utility Improvements – Phase 1 project.
4. Title. By executing this offer you are warranting that to the best of your knowledge you own the fee title to the Property and have authority to convey the Property or an interest in the Property as set forth in this Agreement.
5. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
6. Possession. Possession shall be upon receipt of funds.
7. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
8. Time is of the Essence. Time is of the essence in this contract.
9. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller; and the Seller agrees to warrant good and sufficient title.
10. Execution of Contract. This Contract is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

11. Other. Seller is allowed to keep the existing garden within the new easement area. The City has the right to remove any landscaping and/or infrastructure located within the easement if the existing sanitary sewer needs to be repaired or replaced in the future.

The City will remove and replace the rear yard and side yard fence in conjunction with the construction of the pipe culvert(s) on 322 SW Westview Drive and the area intake drain on the City's property.

Dated at Ankeny, Iowa, this 25 day of July, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Cliff Barker
Cliff Barker, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 25 day of July, 2025.

JADEE HOLDINGS, L.L.C.

By: David J. Peitzman
Print DAVID J. PEITZMAN

Title: _____

By: _____
Print _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

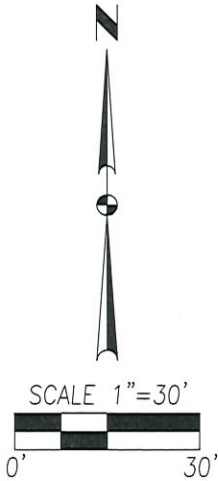
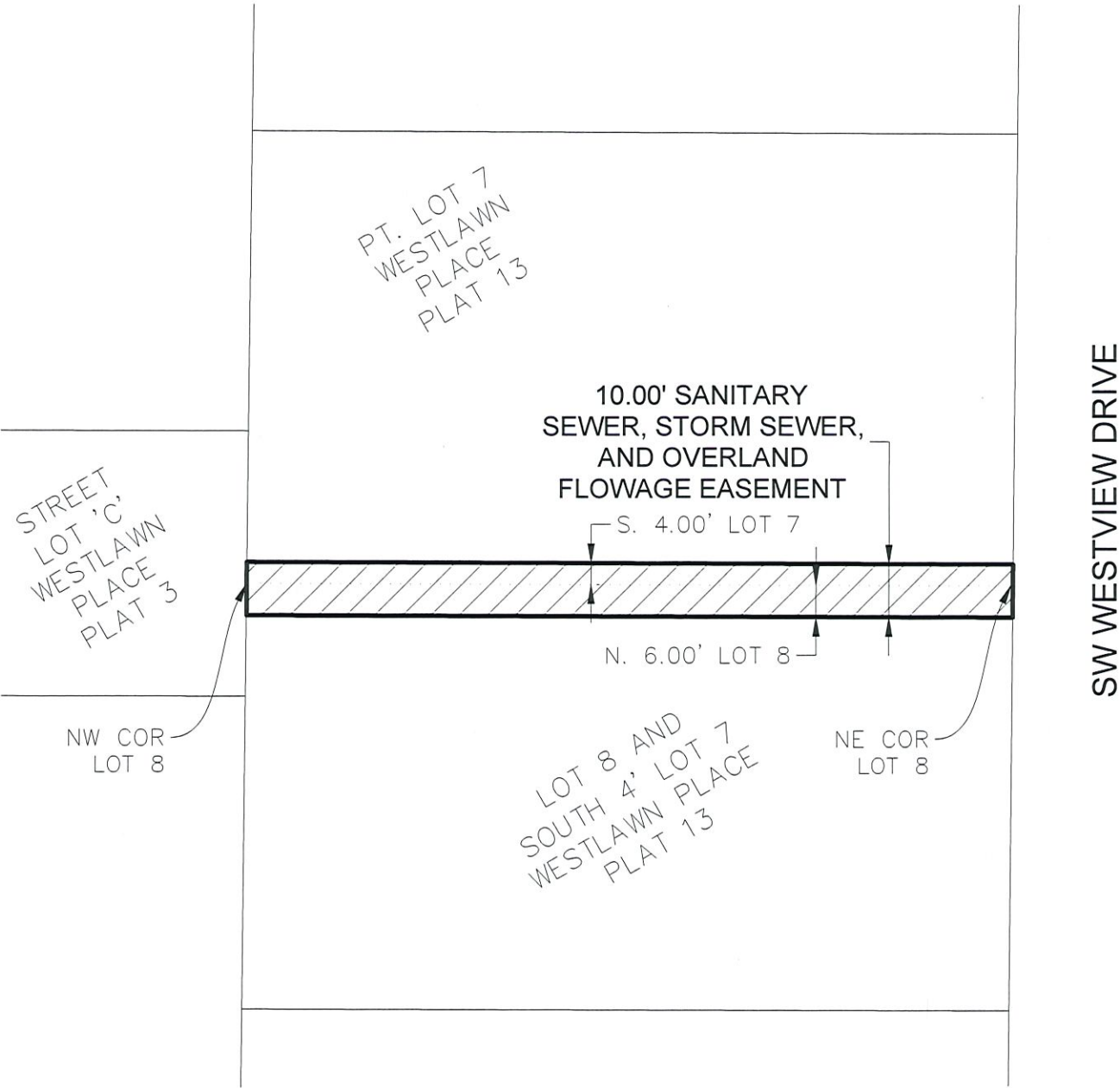
By: _____
Bobbi B. Bentz, Mayor

Attest: _____
Michelle Yuska, City Clerk of the City of
Ankeny, Iowa

EXHIBIT 'A' - EASEMENT PLAT

SANITARY SEWER, STORM SEWER, AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

THE SOUTH 4.00 FEET OF LOT 7 AND THE NORTH 6.00 FEET OF LOT 8, ALL BEING IN WESTLAWN PLACE PLAT 13, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.03 ACRES (1,440 SQUARE FEET).



FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 28-SAN STORM AND OVERLAND EASEMENT.DWG
FILE DATE: 6/3/25 DATE PLOTTED: 6/3/2025 2:17 PM
PLOTTED BY: MATTHEW ROSONKE

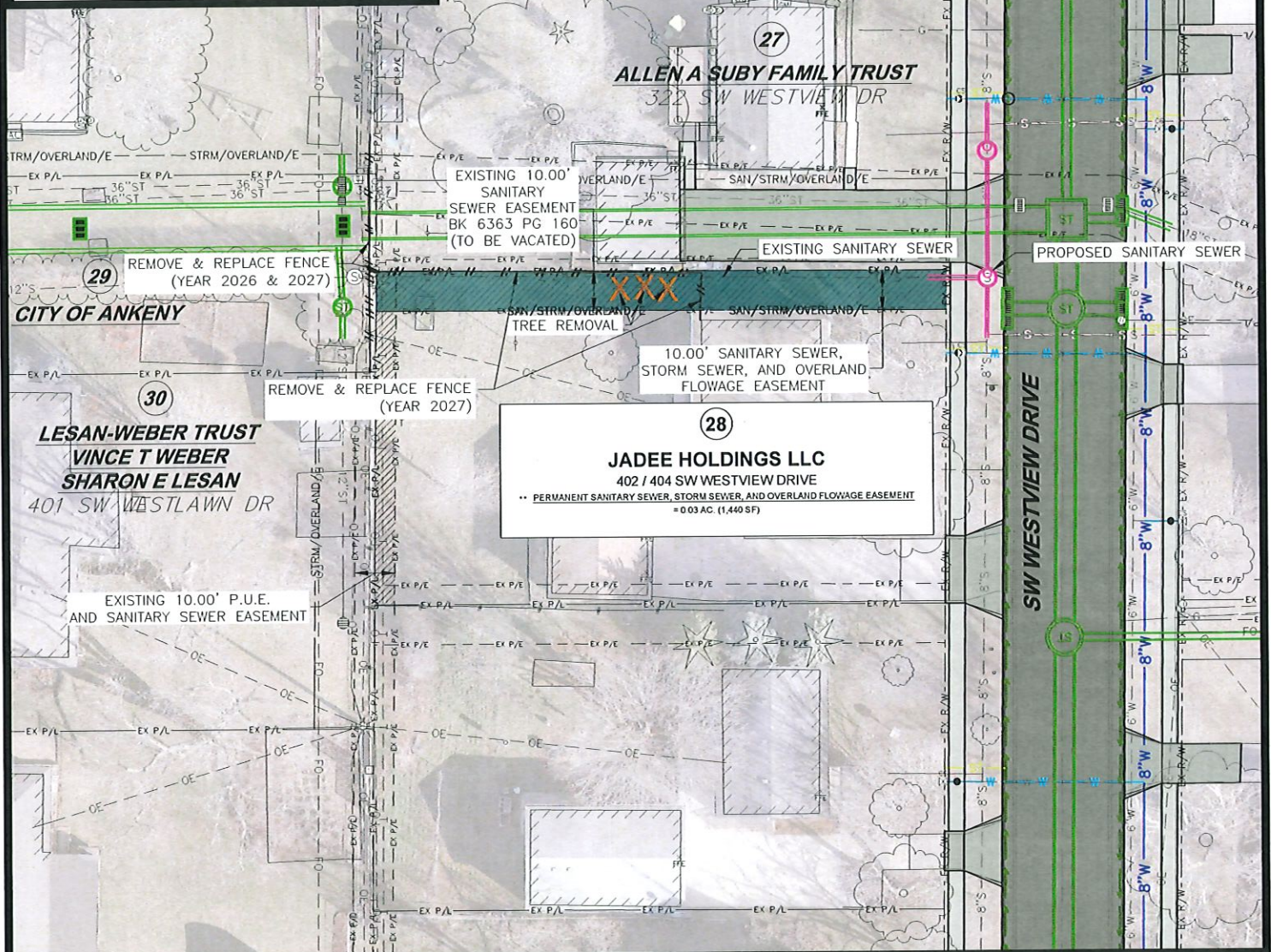


SCALE 1"=40'



LEGEND

- EXISTING PERMANENT EASEMENT ——— EX P/E ———
- EXISTING PROPERTY LINE ——— EX P/L ———
- EXISTING RIGHT OF WAY LINE ——— EX R/W ———
- PROPOSED PERMANENT EASEMENT LINE ——— SAN/STRM/OVERLAND/E ———
- TREE REMOVAL X
- PROPOSED STORM SEWER |||
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT



1/1
2503.213

PARCEL 28 JADEE HOLDINGS LLC EASEMENT EXHIBIT

ANKENY, IOWA



CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:

TECH:

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Pat Burk, 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 SANITARY SEWER, STORM SEWER, AND
OVERLAND FLOWAGE EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, JaDee Holdings, L.L.C., an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate (the "Easement Area"):

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Sanitary Sewer and Appurtenances
Public Storm Sewer and Appurtenances
Public Overland Flowage**

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, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and 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.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 25 day of July, 2025.

JaDee Holdings, L.L.C., an Iowa limited liability company

David J Peitzman
Signed

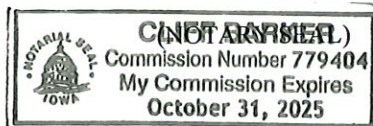
DAVID J PEITZMAN
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF POLK } ss:

On this 25 day of July, A.D. 2025,
before me, the undersigned, a Notary Public in and for said State,
personally appeared David Peitzman

_____ 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.



Cliff Barker (Sign in Ink)
Cliff Barker (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
President
☐ 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)
JaDee Holdings
David Peitzman

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, 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.

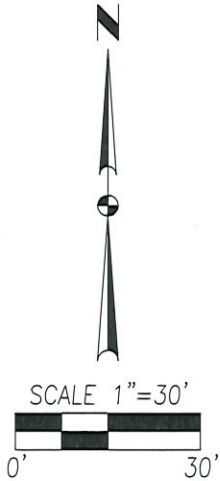
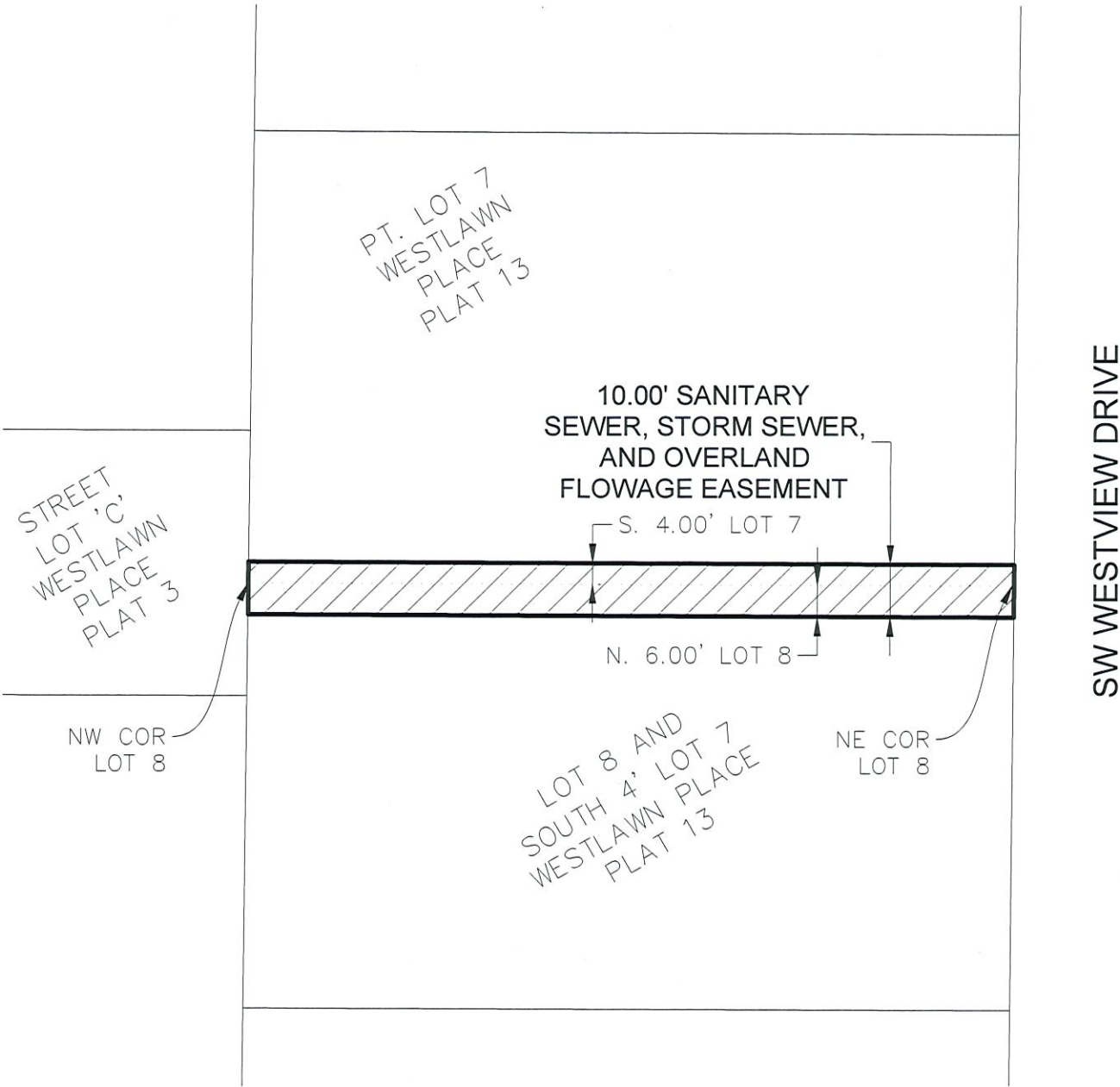
Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa

EXHIBIT 'A' - EASEMENT PLAT

SANITARY SEWER, STORM SEWER, AND OVERLAND FLOWAGE EASEMENT DESCRIPTION

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FILE: H:\2025\2503213\DWG\EASEMENT PLATS\2503.213 PARCEL 28-SAN STORM AND OVERLAND EASEMENT.DWG
FILE DATE: 6/3/25 DATE PLOTTED: 6/3/2025 2:17 PM
PLOTTED BY: MATTHEW ROSONKE

1/1
2503.213

PT. LOTS 7 AND 8
WESTLAWN PLACE PLAT 13
EASEMENT PLAT
ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the execution of an agreement between Polk County, Iowa, and the City of Ankeny, Iowa, for the Fourmile Creek Stream Restoration (NE 54th St. to NE 47th St.) project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Enhance Quality of Life

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The Fourmile Creek Stream Restoration (NE 54th St. to NE 47th St.) Agreement, including associated documents, contemplates the specific duties and responsibilities of Polk County, Iowa, and the City of Ankeny, Iowa related to the construction, operations, maintenance, and funding of the Fourmile Creek Stream Restoration (NE 54th St. to NE 47th St.) project.

Ankeny and Polk County are members of the Fourmile Creek Watershed Management Authority and are actively working to identify opportunities to improve water quality and reduce flooding in the Fourmile Creek watershed. The City of Ankeny has owned the property where the project will be constructed since 2005.

Polk County shall serve as fiscal agent for the project, utilizing funding that shall include Iowa Department of Agriculture and Land Stewardship, City, County, and other funds. Polk County agrees to fund \$2,667,015.00 of the estimated project costs, and the City of Ankeny agrees to fund \$889,005.00 of the estimated project costs. The total estimated project cost, including bidding support services, construction observation, and construction, is \$3,556,020.00.

As part of the agreement, the City of Ankeny will continue maintenance responsibilities for the property and assume maintenance responsibilities for the stream restoration project after the stream restoration project has been completed and accepted by Polk County.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the RESOLUTION authorizing the execution of an agreement between Polk County, Iowa, and the City of Ankeny, Iowa, for the Fourmile Creek Stream Restoration (NE 54th St. to NE 47th St.) project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Agreement
2. Polk County Signed Agreement

RESOLUTION 2025-XXX

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN POLK COUNTY, IOWA, AND THE CITY OF ANKENY, IOWA FOR THE
FOURMILE CREEK STREAM RESTORATION PROJECT (NE 54TH ST. TO NE 47TH ST.)**

WHEREAS, the City of Ankeny and Polk County, Iowa are members of the Fourmile Creek Watershed Management Authority and are actively working to identify opportunities to improve water quality and reduce flooding in the Fourmile Creek watershed; and

WHEREAS, Polk County and the City of Ankeny identified a location for a stream restoration project on Fourmile Creek, between NE 54th Street and NE 47th Street in Ankeny, Iowa, that provides significant watershed benefits, and Polk County obtained grant funding for a portion the construction of said project; and

WHEREAS, Polk County will construct the project; and

WHEREAS, the City of Ankeny will continue to own the property where the project is located and be responsible for the operations and maintenance of said stream restoration project after construction is complete; and

WHEREAS, the specific duties and responsibilities of Polk County, and the City of Ankeny, Iowa related to the construction, operations, maintenance, and funding of the project are contemplated in the Fourmile Creek Stream Restoration Project (NE 54th St. to NE 47th St) Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with Polk County for the Fourmile Creek Stream Restoration Project (NE 54th St to NE 47th St.).

DATED at the City of Ankeny, Iowa, this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION

Moved by Holm, Seconded by Altringer that the following Resolution be adopted:

WHEREAS, Polk County, Iowa, as a public agency, may enter into an agreement with a public or private agency to cooperate in the provision of services to the public and to cooperate in other ways to their mutual advantage; and

WHEREAS, Polk County is leading a targeted stream restoration project to protect infrastructure, reduce stream restoration, and improve water quality, referred to as the Eastern Polk County Stream Restoration Program; and

WHEREAS, as a part of that program, the Fourmile Creek and Tributary Stream Restoration Project from NE 54th St. to NE 47th St. will be constructed in partnership with the City of Ankeny in order to reduce flooding and erosion and improve water quality outcomes in Polk County; and

WHEREAS, the City of Ankeny will provide \$889,005 towards construction and engineering to match the \$2,667,015 provided by the Iowa Department of Agriculture and Land Stewardship for this Project; and

WHEREAS, the attached agreement was prepared to outline the duties and obligations of the City of Ankeny and Polk County for this Project.

NOW, THEREFORE BE IT RESOLVED Polk County, Iowa approves the terms of the attached Agreement for the Fourmile Creek and Tributary Stream Restoration Project (NE 54th St. to NE 47th St.) with the City of Ankeny, authorizes the Chair of the Polk County Board of Supervisors to sign said Agreement on behalf of Polk County, Iowa, and authorizes the Polk County Public Works Department to administer the Agreement on Polk County's behalf.

Approved this 29th day of July, 2025.

POLK COUNTY, IOWA



Matt McCoy, Chair
Polk County Board of Supervisors

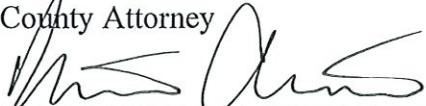
RECOMMENDED FOR APPROVAL:



Bret VandeLune, Director
Polk County Public Works Department

APPROVED AS TO FORM:

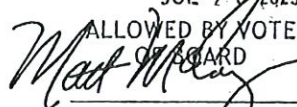
Kimberly Graham
Polk County Attorney

By: 
Assistant County Attorney

ROLL CALL
FOR ALLOWANCE

Mark Holm	☒ Yea	☐ Nay
Tom Hockensmith	☒ Yea	☐ Nay
Angela Connolly	☒ Yea	☐ Nay
Jill Altringer	☒ Yea	☐ Nay
Matt McCoy	☒ Yea	☐ Nay
Yea <u>5</u>		Nay <u>0</u>

Above tabulation made by EB

JUL 29 2025
ALLOWED BY VOTE
OF BOARD

CHAIRPERSON

POLK COUNTY BOARD OF SUPERVISORS

Tuesday Agenda Memorandum

Item Type & Title: Resolution No. 123-25 to approve Agreement with the City of Ankeny for the Fourmile Creek and Tributary Stream Restoration Project (NE 54th St. to NE 47th St.).

Agenda Date: July 29, 2025

Contact Individual: John Swanson, Water Resources Supervisor, Polk County Public Works Department, 515-875-5880.

Previous Action taken by the Board: Res. 38-24 dated 2/27/2024 Approving Stream Amendment to IDALS Wetland 28E Agreement.

Board/Commission Actions: N/A

Comply with Policy: Yes.

Background: Polk County is leading the Eastern Polk County Stream Restoration Program, aimed at constructing 11 stream projects over the next two years. This project will restore Fourmile Creek and a Tributary Stream from NE 54th St. to NE 47th St. within the City of Ankeny.

Action Impact: Action approves the Chair to sign the agreement.

Fiscal Note: Construction funding will be tracked and managed in the Public Works Economic Development Revolving Fund approved with FY24/25 Decision Package. Engineering funding will be tracked and managed in the Eastern Polk County Stream Special Projects Fund.

Fiscal Year	New Budget Item? (Y/N)	# of New Position(s) Required	Anticipated Expense	Anticipated Revenue	Budget Amendment Required? (Y/N)	If Amendment is Required,	
						Expense Account Code	Revenue Account Code
26/27	Y	0	\$124,770	\$93,577.50	N	10266004.77440 WQ108	10266004.52290
26/27	Y	0		\$31,192.50	N	10266004.77440 WQ108	10266004.52790
26/27	Y	0	\$3,431,250	\$2,573,437.50	N	50266320.77440 WQ108	50266320.52290
26/27	Y	0		\$857,812.50	N	50266320.77440 WQ108	50266320.52790

Additional Fiscal Note Information (optional): \$2,667,015 revenue provided by Iowa Department of Agriculture and Land Stewardship and \$889,005 provided by the City of Ankeny.

Fourmile Creek and Tributary Stream Restoration Project (NE 54th St. to NE 47th) Agreement

1- Cover Sheet	Page 1
2- Project Agreement a. Overview Agreement b. Polk County and City of Ankeny signatures	Page 2-5
3- Exhibit A- Project Budget a. No signatures	Page 6
4- Exhibit B- Project Overview Map a. No signatures	Page 7
5- Exhibit C- Right of Entry Agreement a. Right of access onto City owned properties b. Polk County and City of Ankeny signatures	Page 8-10
6- Exhibit D- Maintenance Agreement a. Ownership and Maintenance Responsibilities b. Polk County and City of Ankeny signatures	Page 11-13
7- Exhibit D-1- Operations and Maintenance Plan a. Detailed activities as related to Exhibit D- Maintenance Agreement b. No signatures	Page 14

**AGREEMENT BETWEEN
POLK COUNTY, IOWA AND
THE CITY OF ANKENY, IOWA FOR FOURMILE CREEK AND TRIBUTARY STREAM
RESTORATION PROJECT FROM NE 54th ST. TO NE 47th ST.**

This Agreement is entered into by and between the City of Ankeny, Iowa, (hereinafter “City” or “the City”) and Polk County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter “County” or “the County”) as of the date of last signature of all parties.

WHEREAS, the County is a member of the Fourmile Creek Watershed Management Authority and has made ongoing efforts to improve water quality and reduce flooding across the watershed; and

WHEREAS, pursuant to Iowa Code Section 331.301(1), “A county may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.”; and

WHEREAS, pursuant to Iowa Code Section 364.1, “A city may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents.”; and

WHEREAS, the City and the County have identified the need to restore and stabilize Fourmile Creek and a tributary stream from NE 54th St. to NE 47th St. in the City of Ankeny which has been labeled as the Fourmile Creek and Tributary Stream Restoration Project (hereinafter “Project” or “the Project”) further described below; and

WHEREAS, the Project will serve to improve water quality outcomes and reduce flooding and erosion in the Fourmile Creek Watershed, directly benefitting the residents of the County and the City; and

WHEREAS, the County has received funding from the Iowa Department of Agriculture and Land Stewardship to assist in the design, permitting, construction administration, construction oversight, and construction of the Project; and

WHEREAS, the City and the County desire to construct the Project; and

WHEREAS, the City agrees to all ongoing maintenance responsibilities for the Project for a term of 20 years, following the final acceptance of the Project.

Now, therefore, in consideration of the purpose set forth above, the Parties’ mutual covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City, intending to be legally bound hereby, agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Project Definition.** The Project referenced above is described as the stabilization and restoration of Fourmile Creek and its tributary from NE 54th St. to NE 47th St. in the City. The streambanks are located entirely on City of Ankeny property and are accessible therefrom. The stabilization and restoration work on the Project is anticipated to consist of bank shaping, in-stream improvements, bank stabilization, wetland construction, erosion control, and revegetation.
3. **Term.** This Agreement shall remain in effect until the duties of each party are satisfactorily completed and a written acceptance of the Project is signed by the Parties, unless earlier terminated pursuant to this Agreement. The City's maintenance duty for the Project shall be for a term of twenty years following acceptance of the Project pursuant to the Maintenance Agreement shown in Exhibit D, incorporated herein by reference.
4. **Termination.** Any Party may terminate this Agreement by providing 30 days written notice to the other Parties prior to the beginning of permitting, the public bidding process or construction of the Project, whichever comes first. Upon commencement of permitting, the public bidding process or construction of the wetland, termination shall only occur upon consent of all parties.
5. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
6. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
7. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e., "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
8. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
9. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.

10. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.
11. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the City:
Mark Mueller, P.E., Director of Public Works,
City of Ankeny, Iowa
1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023
mmueller@ankenyiowa.gov
515-963-3522

If to the County:
Johnathon Swanson, Water Resources Supervisor
Polk County, Iowa
5885 NE 14th Street, Des Moines, Iowa 50313
Johnathon.swanson@polkcountyiowa.gov
515-875-5880

DUTIES OF THE CITY:

1. The City shall maintain ownership of the Project real estate and assume all maintenance responsibilities upon final written acceptance of the Project for a term of 20 years pursuant to the maintenance agreement attached hereto as Exhibit D. The City shall sign Exhibit D contemporaneously with its written acceptance of the Project.
2. The City shall grant the County, its agents, its contractors and subcontractors the right of reasonable entry upon the property in the Project area depicted in Exhibit B attached hereto. The right of entry is for the area associated with the Project and includes the excavation, grading, stabilization, and restoration activities needed to construct the Project. The right of entry shall be in the form of Exhibit C, attached hereto and incorporated herein by reference. The City shall execute Exhibit C contemporaneously with the execution of this Agreement.
3. The City will fund and oversee all engineering work for the Project except for bidding support services and construction observation. Engineering shall include project initiation, project management, stream assessment, site survey, design, and permitting..
4. The City shall grant the County, its agents, its contractors and subcontractors a temporary construction easement upon the property in the Project Area. The temporary construction easement is for the portion of the Property needed to access, store materials and equipment, and complete construction of the Project, and is also contained in Exhibit C.
5. The City shall review and provide written approval to the County for contract awards following public bidding. Written approval shall be in the form of email from the City's Director of Public Works.
6. The City shall make payment to the County for 25% of all project costs as described in Exhibit A upon receipt of the billing from the County. Payment shall be made within thirty (30) days of receipt of invoice from the County for the City's cost share. The amounts in Exhibit A are estimates only, the City shall be billed for their 25% share of the actual costs.

7. The City shall review and provide written approval of final project costs documentation before project acceptance. Written approval shall be in the form of email from the City's Director of Public Works.
8. The City shall participate in a final project walk through with the County prior to project acceptance.

DUTIES OF THE COUNTY:

1. The County shall serve as fiscal agent for the project, managing funds as described in Exhibit A.
2. The County shall publicly bid and contract for the construction of the project as referenced in Exhibit A.
3. The County will procure and oversee bidding support services and construction observation for the Project.
4. The County shall participate to provide review and input on designs at 60%, 90%, and final completion.
5. The County shall award contract following joint written approval from the City and the County.
6. The County shall require a three-year maintenance bond and one-year plant warranty with contractor for the construction of the Project.
7. The County shall prepare and forward a state fiscal year quarterly billing to the City for their 25% cost share of the construction costs related to the Project.
8. Upon completion of the construction work, the County shall prepare and forward a final billing to the City that shall include a report of all Project costs and remaining final costs for the Project before project acceptance.
9. Upon completion of the construction work, the County shall participate in a final project walk through with the City before final project acceptance.
10. The County shall complete reporting and fiscal responsibilities to adhere to State of Iowa funding requirements.

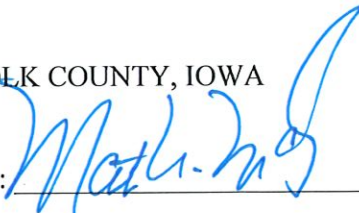
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2025.

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By:  7-29-25

Name & Title: Matt McCoy, Chairperson

Exhibit A- Project Budget

Item	Cost Estimate		
	Total	Polk County* (75%)	City of Ankeny (25%)
Construction Estimate	\$3,431,250	\$2,573,437.50	\$857,812.50
Bidding Support Services and Construct Observation	\$124,770	\$93,577.50	\$31,192.50
Total	\$3,556,020	\$2,667,015	\$889,005

Notes:

- *Polk County shall serve as fiscal agent, utilizing funding that shall include Iowa Department of Agriculture and Land Stewardship, City, County, and other funds.
- Construction costs invoices will be based upon actual bid prices

Exhibit B- Project Location Map

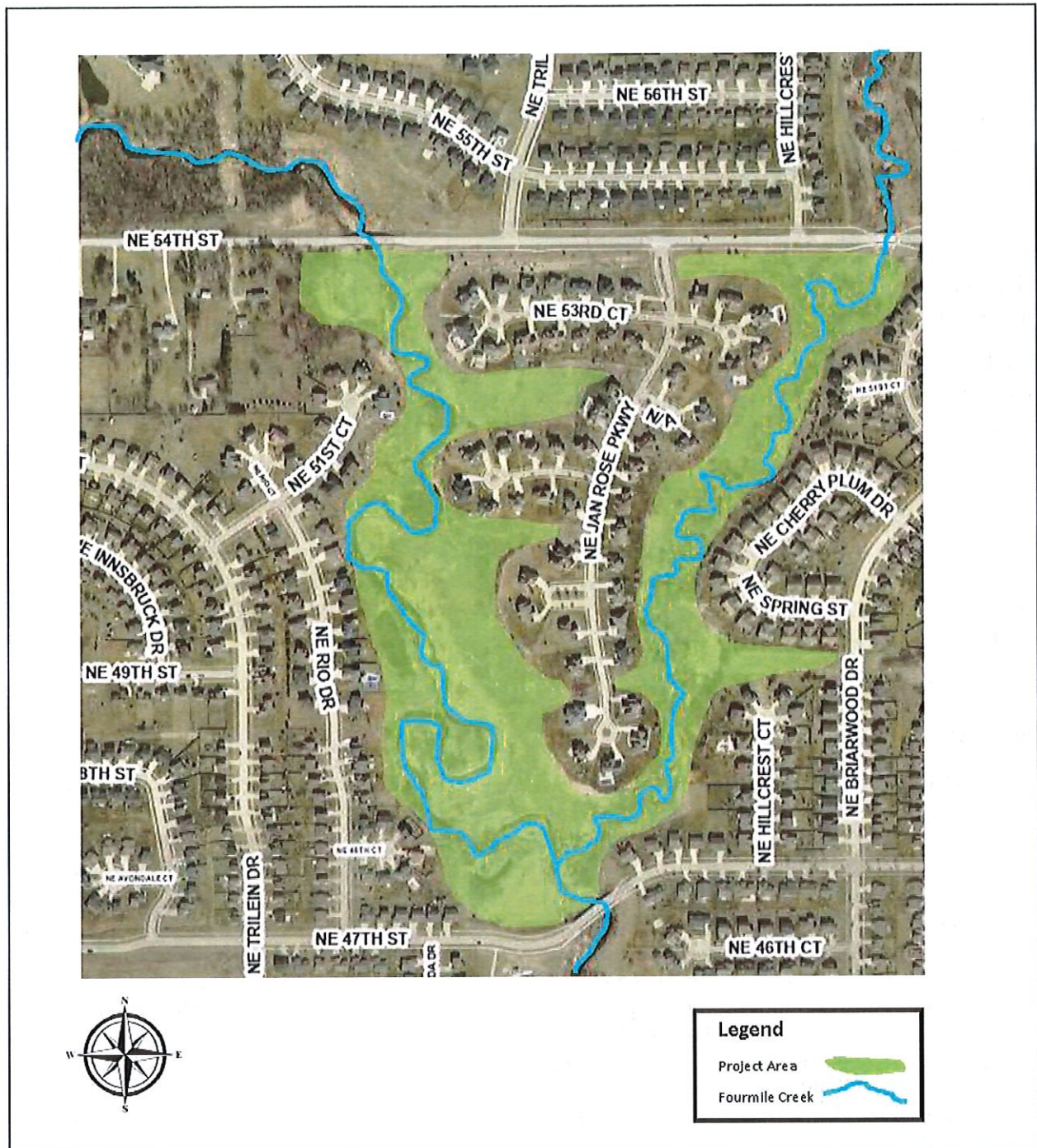


EXHIBIT C

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR THE FOURMILE CREEK AND TRIBUTARY STREAM RESTORATION PROJECT BETWEEN POLK COUNTY, IOWA AND THE CITY OF ANKENY, IOWA

WHEREAS, on (INSERT DATE), Polk County, Iowa, (the County) and the City of Ankeny, Iowa (the City) entered into an Agreement Between Polk County, Iowa and the City of Ankeny, Iowa for the Fourmile Creek Stream Restoration Project from NE 54th St. to NE 47th St. (Project); and

WHEREAS, in order to effectuate the channel stabilization and streambank restoration, which is the purpose of the Project, the County and its contractors must enter the City's property in the Project area, defined on Exhibit B of the Project; and

WHEREAS, pursuant to the terms of the Agreement, the City agreed to grant the County, its contractors and their subcontractors a right of entry and temporary construction easement in the Project area.

Now therefore, in consideration of the purpose set forth above, the Parties' mutual covenants and obligations contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City, intending to be legally bound hereby, agree as follows:

Duties of the City

The City:

- 1) Hereby grants the County, its agents, its contractors and subcontractors the right of reasonable entry upon the property in the Project Area, defined herein on Exhibit B of the Project. The right of entry is for the area associated with the Project and includes the excavation, grading, stabilization, and restoration activities needed to complete the Project. In particular, the City hereby grants the County, its agents, its contractors and subcontractors reasonable access to enter and reenter the Property from execution of the Agreement to a period of up to thirty (30) calendar days from the final written acceptance date of the Project. The purpose of this access is to allow the County, its agents, contractors and subcontractors to engage in channel stabilization and streambank restoration on the Property in order to improve stream conditions. This right of entry shall run with the land and be binding against the City and its successors and assigns.
- 2) Hereby grants the County, its agents, its contractors and subcontractors a temporary construction easement upon the property in the Project area. The temporary construction easement is for the portion of the Project area needed to access and complete construction of the Project, as depicted on the map attached hereto. Said easement shall run with the land and be binding against Owners and its successors and assigns.

- 3) Agrees to be responsible for having the property in the Project area free and clear of any obstacles for the Project except as already known as existing through site survey and stream assessment work.
- 4) Hereby grants the County the right to remove gates, fences and other obstacles in the Project area for the purpose of the Project. The County will reasonably relocate, repair, and/or reconstruct the items removed from the Project area, aside from those necessary for the Project.
- 5) Hereby agrees that the County shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the County. Any requests for repair must be made prior to final written acceptance by the City pursuant to the Agreement.
- 6) Hereby agrees to allow the County, through its agents, contractors or subcontractors, to undertake the Project in the Project area
- 7) Hereby agrees that upon the completion of the channel stabilization and streambank restoration and upon final written acceptance by the City, the improvements will become the property of and the sole responsibility of the City.

General Terms

1. **Term:** This Agreement shall automatically terminate 30 days after final written acceptance of the Project by the City pursuant to the Agreement.
2. **Recitals:** The recitals above are adopted and incorporated herein. Furthermore, the Agreement is incorporated herein by reference.
3. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
4. **Entire Agreement.** This agreement and the corresponding Agreement are the entirety of the agreements between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e., "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
6. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

7. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
8. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2025.

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: Matt McCoy, Chairperson

EXHIBIT D

20 YEAR MAINTENANCE AGREEMENT FOR THE FOURMILE CREEK AND TRIBUTARY STREAM RESTORATION PROJECT BETWEEN POLK COUNTY, IOWA AND THE CITY OF ANKENY, IOWA

WHEREAS, on (INSERT DATE), Polk County, Iowa, (the County) and the City of Ankeny, Iowa (the City) entered into an Agreement Between Polk County, Iowa and the City of Ankeny for the Fourmile Creek and Tributary Stream Restoration Project from NE 54th St. NE 47th St. (Project); and

WHEREAS, pursuant to the terms of that Agreement, the City of Ankeny agreed to undertake maintenance of the Project subject to the Agreement for a term of twenty years;

Now therefore, in consideration of the purpose set forth above, the Parties' mutual covenants and obligations contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City, intending to be legally bound hereby, agree as follows:

Maintenance Duties of the City

The City:

- (1) Shall maintain the Project areas outlined in the approved operations and maintenance plans, defined in Exhibit D-1 attached hereto, for a term of 20 years following the final written acceptance of the Project by the City and the County.
- (2) Shall not sell any portion of the Project area for a period of 20 years following the final written acceptance of the Project by the City and the County. If City does sell the Project area or a portion thereof prior to the end of the 20-year term, then these maintenance duties shall run with the land and be binding against the City and its successors and assigns.
- (3) Hereby grants the County, its employees, its agents, and assigns, contractors and subcontractors right of entry to the Project area for a period of 20 years following the final written acceptance of the Project by the City and the County for the purpose of inspecting the Project area, in the company of the City, to ensure the City's compliance with the Maintenance duties herein.
- (4) Hereby grants the County, its employees, its agents, and assigns, contractors and subcontractors right of entry to the Project area for a period of 20 years following the final written acceptance of the Project by the City and the County for the purpose of maintaining the Project area as set forth above if the City fails to do so but not less than 90 days after notification is provided to the City regarding the maintenance items and providing the City an opportunity to cure.
- (5) If the City sells the property in the Project area prior to the end of the 20-year term, the City must ensure that the buyer has an approved maintenance agreement with the County for the remainder of the 20-year term

General Terms

1. **Term.** This Maintenance Agreement shall automatically terminate at the end of the 20-year term.
2. **Recitals.** The recitals above are adopted and incorporated herein. Furthermore, the Agreement is incorporated herein by reference.
3. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
4. **Entire Agreement.** This maintenance agreement and the Agreement are the entirety of the agreements between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
6. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
7. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
8. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2025.

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

Name & Title: Matt McCoy, Chairperson



Public Works Department

5885 NE 14 Street
Des Moines, Iowa 50313

Divisions
Air Quality
Engineering & Operations
Housing Services
Planning & Development
Water Resources

Exhibit D-1: Operation & Maintenance Plan Channel Stabilization and/or Streambank Stabilization and Restoration

Landowner Name: City of Ankeny

Effective Date: _____

Expected Lifespan

The minimum expected lifespan of this practice is 20 years.

Follow the operation and maintenance plan below to keep your channel stabilization and/or streambank stabilization measures functioning as intended:

- Inspect, with Polk County staff, project area and associated practices annually to identify repair and maintenance needs and develop a maintenance task list if needed.
- Check all rock riprap sections for accelerated weathering and displacement. Replace to original grades if necessary. Some movement of smaller stone and sorting of material is expected.
- If any crest stones (large rocks used to form the center ridge of a rock riffle or stream barb) are displaced, the structure should be repaired as soon as practically possible taking into consideration the weather, time of year, etc.
- Annually inspect the bank area above the rock keys. If any settlement or displacement of the earth fill is observed, the settled area should be refilled and compacted as soon as practically possible to prevent the formation of a surface flow channel that would erode the supporting bank material.
- Identify and discuss with the County the potential need to remove any large debris that accumulates within the project area, and immediately upstream or downstream from the installed practices.
- Natural regeneration of vegetation should be left intact to improve bank stability and wildlife habitat.
- Area shall be mowed, burned, or sprayed on an as needed basis for management of woody species.
- Noxious weeds shall be managed and treated.
- Keep machinery away from steep side slopes. Keep equipment operators informed of all potential hazards.

- Monitor toe wood as natural degradation and transition to vegetation occurs. Toe wood does not require replacement.
- The watering and upkeep of any trees installed as part of project shall not be required as part of this maintenance agreement.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to accept a proposal from Visu-Sewer, LLC in the amount of \$13,750.00 for the construction of the 2025 Storm Structure Grouting project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

The action before the Council is a motion accepting a proposal from Visu-Sewer, LLC for the 2025 Storm Structure Grouting project.

The 2025 Storm Structure Grouting project includes chemical grouting of ten(10) storm sewer structures throughout the City of Ankeny. Other items associated with this project include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to seven (7) contractors. One (1) bid was received for the project as follows:

Visu-Sewer, LLC - \$13,750.00

The Engineer's Estimate was \$36,000.00. The bid was 62% below the engineer's estimate. Visu-Sewer, LLC has completed similar projects for the City of Ankeny in the past, and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2025 Storm Structure Grouting project to Visu-Sewer, LLC of Pewaukee, WI.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to accepting a proposal from Visu-Sewer, LLC for the 2025 Storm Structure Grouting project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The 2025 Storm Structure Grouting project is funded by the Stormwater Administration fiscal year 2026 Sewer Services budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. 2025 Storm Structure Grouting - Bid Tab

City of Ankeny
Public Works Department
2025 Storm Structure Grouting
BID TABULATION
August 12, 2025

			Engineer's Estimate			Visu-Sewer, LLC		
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total
1	Chemical Grouting of Structures	EA	10	\$2,100.00	\$21,000.00	10	\$1,150.00	\$11,500.00
2	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$250.00	\$250.00
3	Mobilization	LS	1	\$10,000.00	\$10,000.00	1	\$2,000.00	\$2,000.00
Total Bid =					\$36,000.00	Total Bid =		\$13,750.00



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to accept a proposal from Visu-Sewer, LLC in the amount of \$15,807.00 for the construction of the Injection Grout and Joint Sealing - 72-inch RCP project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

The action before the Council is a motion accepting a proposal from Visu-Sewer, LLC for the Injection Grout and Joint Sealing - 72-inch RCP project.

The Injection Grout and Joint Sealing - 72-inch RCP project includes utilizing injection grouting of the mainline 72-inch reinforced concrete pipe (RCP) storm sewer, and packing the joint to seal the joint. The leaking joint is located near NE 15th Street and NE Cornerstone Court in Ankeny, Iowa.

The construction improvements include furnishing and placing the inject group, joint packing, soil fill for the sink hole, conventional seed and fertilizer, and furnishing and placing topsoil, and hydromulch or rolled erosion control product (RECP) Type 1. Other associated improvements include seedbed preparation, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to seven (7) contractors. One (1) bid was received for the project as follows:
Visu-Sewer, LLC - \$15,807.00

The Engineer's Estimate was \$27,350.00. The bid was 42% below the engineer's estimate. Visu-Sewer, LLC has completed similar projects for the City of Ankeny in the past, and they have the technical experience to complete this project. The Public Works Department recommends awarding the Injection Grout and Joint Sealing - 72-inch RCP project to Visu-Sewer, LLC of Pewaukee, WI.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to accepting a proposal from Visu-Sewer, LLC for the Injection Grout and Joint Sealing - 72-inch RCP project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The Injection Grout and Joint Sealing - 72-inch RCP project is funded by the Stormwater Administration fiscal year 2026 Sewer Services budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bid Tab

Bid Tabulation
Injection Grout & Joint Sealing - 72-inch RCP

8/12/2025

Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Visu-Sewer, LLC		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price
		SEWERS AND DRAINS							
4.01	4050-F	Injection Grout Mainline Sewer Joint, 72-inch RCP Storm Sewer	EA	1	\$ 6,000.00	\$ 6,000.00	1	\$ 4,350.00	\$ 4,350.00
4.02	4050-F	Chemical Grout	Gallon	45	\$ 110.00	\$ 4,950.00	45	\$ 15.00	\$ 675.00
4.03	0	Pack Joint, 72-inch RCP Storm Sewer	EA	1	\$ 5,000.00	\$ 5,000.00	1	\$ 1,000.00	\$ 1,000.00
		TRAFFIC CONTROL							
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 500.00	\$ 500.00
		SITE WORK AND LANDSCAPING							
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0	\$ 7,000.00	\$ 560.00	0	\$ 23,000.00	\$ 1,840.00
9.02	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	0	\$ 10,000.00	\$ 800.00	0	\$ 23,000.00	\$ 1,840.00
9.03	9040-E	Temporary Rolled Erosion Control Products, Type 1	SY	380	\$ 8.00	\$ 3,040.00	380	\$ 2.90	\$ 1,102.00
		MISCELLANEOUS							
11.01	11,020-A	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 4,000.00	\$ 4,000.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00
TOTAL AMOUNT BID =					\$ 27,350.00		\$ 15,807.00		



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the execution of a Predesign Agreement For Primary Road Project between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of responsibilities for the proposed Roundabout at the intersection of US 69 and NE 126th Avenue project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No Review Required

EXECUTIVE SUMMARY

The purpose of the project is to reconstruct the intersection of US 69 and NE 126th Avenue. Additionally, approximately 200 linear feet of NE 126th Avenue shall be reconstructed on both sides of its intersection with US 69.

The DOT shall temporarily close US 69 for construction; traffic will be detoured off the project area. It may be necessary to temporarily close NE 126th Avenue during construction.

The DOT shall furnish and install required barricades and signing for the closure(s) and shall remove same upon completion.

In order to facilitate the development of the project, the Iowa DOT has submitted a Predesign Agreement For Primary Road Project which contemplates the Iowa DOT's and City's responsibilities on the project. It is recommended that the City Council approve the agreement at this time, so the project schedule can be maintained. Currently, the project design phase is scheduled for 2025 and 2026 with construction beginning in 2027.

The DOT is responsible for all costs associated. This Predesign Agreement is a means of notification of the upcoming project.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to authorize the execution of a Predesign Agreement For Primary Road Project between the Iowa Department of Transportation and the City of Ankeny, Iowa for the proposed Roundabout at the intersection of US 69 and NE 126th Avenue project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

None.

The DOT is responsible for all costs associated. This Predesign Agreement is a means of notification of the upcoming project.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Predesign Agreement

RESOLUTION 2025-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF A PREDESIGN AGREEMENT FOR PRIMARY ROAD PROJECT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF RESPONSIBILITIES FOR THE PROPOSED ROUNDABOUT AT THE INTERSECTION OF US 69 AND NE 126TH AVENUE PROJECT.

WHEREAS, the Iowa Department of Transportation (DOT) is beginning the design of the proposed Roundabout at the intersection of US 69 and NE 126th Avenue project. In order to facilitate further development of the project, the DOT submitted a Predesign Agreement for Primary Road Project which contemplates the City's and Iowa DOT's responsibilities on the project, and

WHEREAS, City deems it to be in the best interest of the residents of the City to enter into a Predesign Agreement for Primary Road Project with the Iowa DOT for contemplating the City's and Iowa DOT's responsibilities for said Roundabout at the intersection of US 69 and NE 126th Avenue project; and

WHEREAS, said Roundabout at the intersection of US 69 and NE 126th Avenue is scheduled to be designed in 2025 and 2026, and construction beginning in 2027, pending approval of said agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said Predesign Agreement for Primary Road Project with the Iowa Department of Transportation.

DATED at the City of Ankeny, Iowa, this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	Polk
City	Ankeny
Project No.	HSIPX-069-4(153)--3L-77
Iowa DOT	
Agreement No.	2026-P-003
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ankeny, Iowa, a Local Public Agency, hereinafter designated the "LPA", in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 69 within Polk County, Iowa; and

The DOT and the LPA intend to jointly participate in said project, in the manner provided herein; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Construct a Portland cement concrete (PCC) roundabout at the intersection of U.S. 69 and County Road F22/NE 126th Avenue. See Exhibit A for project location.

As part of the project, approximately 200 linear feet of County Road F22/NW 126th Avenue/NE 72nd Street shall be reconstructed on both sides of its intersection with U.S. 69.

2. Funding Sources

- a. The following funding sources have been identified for the project:

Iowa DOT	\$2,800,000
TOTAL Funding	\$2,800,000

3. Traffic Control

- a. The DOT shall temporarily close the highway project area by formal action in accordance with Iowa Code section 306.41. U.S. 69 through-traffic will be detoured off the project area. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT shall also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement shall be negotiated with the LPA, and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- b. It may be necessary to temporarily close LPA side roads County Road F22/NW 126th Avenue/NE 72nd Street during construction. In that event, the DOT shall furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project at no

expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project-related LPA road closures shall be the responsibility of the LPA at no expense or obligation to the DOT.

4. Right of Way and Permits

- a. Subject to the provisions herein, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150, Rules 150.3(1)(c) and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project, including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA shall relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT, and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way, will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. Since the LPA has apprised itself of the value of these lands, as a portion of their participation in the project, the LPA voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project, any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are, or which will be, under the jurisdiction of the LPA may be acquired by the DOT for and in the name of the LPA. Where acquired by contract the LPA shall receive title from the contract seller and the LPA shall accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding shall be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA, and to acquire real estate or rights in real estate needed by the DOT for the DOT.

5. Construction and Maintenance

- a. A future Preconstruction Agreement shall be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the FIS is modified, amended, or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment, or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by The Civil Rights Act of 1964 (42 U.S.C. Chapter 21) and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State and/or Federal funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries shall be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall only be in the form of a duly executed written amendment to this document.

[This space intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2026-P-003 as of the date shown opposite its signature below.

CITY OF ANKENY:

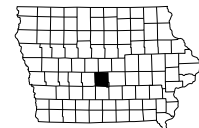
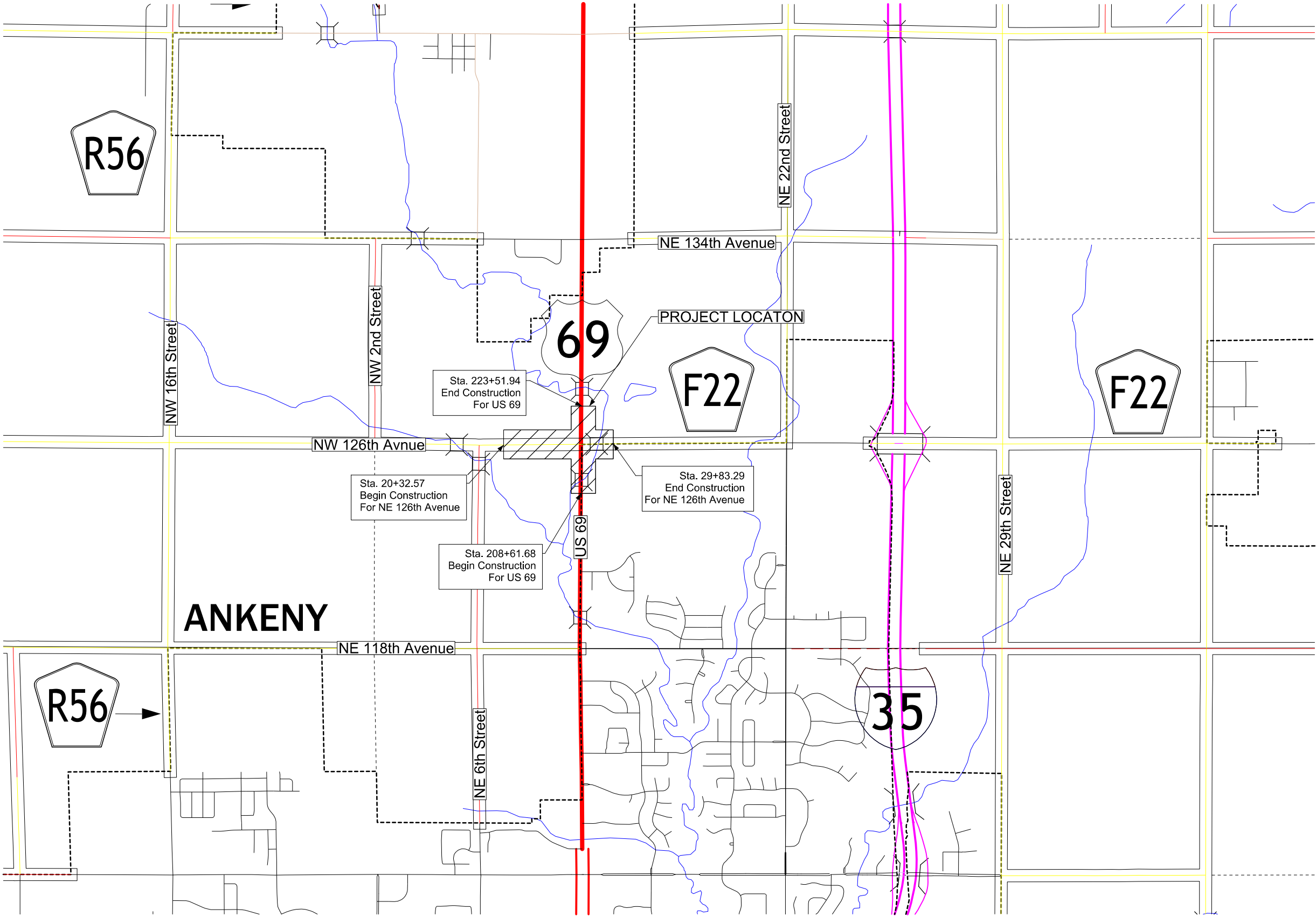
By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the
City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Ankeny, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Allison Smyth, P.E.
District Engineer
District 1





ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements in I-80 Commerce Center for utilities.

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. Acceptance Letter - City of Ankeny

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN I-80 COMMERCE CENTER PLAT 1 FOR UTILITIES

WHEREAS, on the 17th day of February, 2025, the City of Ankeny, Iowa entered into a three-party contract with McAninch Corporation, the Contractor, and Signature Commercial Real Estate, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2025-065; 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 August 18th, 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 18th day of August, 2025.

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

I-80 Commerce Center Public Improvements Ankeny, Iowa

Aug 18, 2025

This is to certify that the construction improvements on the *I-80 Commerce Center public Improvements* 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,



Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES



July 28, 2025

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: I-80 Commerce Center Public Improvements
S&A PROJECT NO.: 124.0496.01

Submitted herein for your information are the following documents supporting the completion of I-80 Commerce Center Public Improvements

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 read 'Chad D. Devore'.

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$600.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with TK Concrete, Inc. in the amount of \$170,640.00; and d) Final Payment #3 in the amount of \$30,960.98; Retainage Payment in the amount of \$8,532.00.

ORIGINATING DEPARTMENT

Public Works

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 TK Concrete, Inc. for the 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard project.

The 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard project is now complete. A series of actions are needed in order to close out this construction project:

- 1) Approval of the Final Change Order #1 increasing the contract amount by \$600.00.
- 2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is \$170,640.00.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard project and establishes the final contract amount to be \$170,640.00.

- 4) Final Payment: TK Concrete, Inc. = \$30,960.98
Retainage Payment: TK Concrete, Inc. = \$8,532.00

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 #1 increasing the contract amount by \$600.00.
2. Accept the Certificate of Completion from the project engineer for the 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard project.
3. Adopt the Resolution accepting the 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard project with TK Concrete, Inc. in the final contract amount of \$170,640.00; and
4. Authorize final payment to TK Concrete, Inc. in the amount of \$30,960.98 and release of retainage payment in the amount of \$8,532.00 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 7, 2025: The council approved a motion to adopt a Resolution accepting the proposal from TK Concrete, Inc. in the amount of \$170,040.00 for the construction of the 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard 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. Certificate of Completion
2. Change Order #1 (FINAL)
3. Payment Application #3 (FINAL)
4. Resolution

CERTIFICATE OF COMPLETION

2025 Pedestrian Ramp Improvements Program – North Ankeny Boulevard

Ankeny, Iowa

August 18, 2025

This is to certify that the construction improvements on the *2025 Pedestrian Ramp Improvements Program – North Ankeny Boulevard* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is *\$170,640.00*. I hereby recommend acceptance of the project.

Respectfully submitted,



Adam Lust
Public Works Engineering Manager
City of Ankeny
Iowa License Number 16315

City of Ankeny
bringing it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard
Contractor: TK Concrete, Inc.
Address: 1608 Fifield Road, Pella, Iowa 50219
Finance Budget Code: 936.2936.4459 **Finance Project #:** 936.4459
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: April 7, 2025 **Vendor Account #:** 4907

Date of Council Meeting: August 18, 2025 **Payment Application #:** 3 (FINAL)

Payment Period: From: July 6, 2025 Through: August 2, 2025

Contract Summary:

Original Contract Amount:	\$	170,040.00	
Net Change by Change Orders:	\$	600.00	
Contract Amount to Date: (line 1 ± 2)	\$	170,640.00	
Total Completed and Stored to Date:	\$	170,640.00	
Retainage: 5 % of Completed Work:	\$	8,532.00	
Total Earned Less Retainage:	\$	162,108.00	
Less Previous Applications for Payment:	\$	131,147.02	
SUBTOTAL:	\$	30,960.98	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	30,960.98	

Balance to Finish, Including Retainage: \$ 8,532.00

Contract Time Remaining (Substantial): 6.0 Working Days
Contract Time Remaining (Full): 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: TK Concrete, Inc.

Signature

8-6-25
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

8/6/25
Date

Submit to:

Mark Heath

E-mail:

MHeath@AnkenyIowa.gov

Phone Number:

(515) 965-6452

Date Printed: 8/6/2025

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
WATER MAINS AND APPURTENANCES														
5.01	Valve Box Replacement	EA	4		4.00	\$ 700.00	\$ 2,800.00		\$ -	4.00	4.00	\$ 2,800.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	2		2.00	\$ 1,750.00	\$ 3,500.00	2.00	\$ 3,500.00		2.00	\$ 3,500.00	0.00	100.00%
6.02	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting, 4" Height	EA	1		1.00	\$ 1,750.00	\$ 1,750.00		\$ -	1.00	1.00	\$ 1,750.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Curb and Gutter, PCC, Class C, 3.0' Wide, 9" Thick	LF	443		443.00	\$ 50.00	\$ 22,150.00		\$ -	443.00	443.00	\$ 22,150.00	0.00	100.00%
7.02	Removal of Sidewalk	SY	760		760.00	\$ 9.00	\$ 6,840.00	79.00	\$ 711.00	681.00	760.00	\$ 6,840.00	0.00	100.00%
7.03	Sidewalk, PCC, Class C, 4" Thick	SY	172		172.00	\$ 60.00	\$ 10,320.00	48.00	\$ 2,880.00	124.00	172.00	\$ 10,320.00	0.00	100.00%
7.04	Sidewalk, PCC, Class C, 6" Thick	SY	299		299.00	\$ 65.00	\$ 19,435.00		\$ -	299.00	299.00	\$ 19,435.00	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	241		241.00	\$ 80.00	\$ 19,280.00	22.00	\$ 1,760.00	219.00	241.00	\$ 19,280.00	0.00	100.00%
7.06	Detachable Warnings, Galvanized Steel	SF	371		371.00	\$ 41.00	\$ 15,211.00	32.00	\$ 1,312.00	339.00	371.00	\$ 15,211.00	0.00	100.00%
7.07	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	86		86.00	\$ 90.00	\$ 7,740.00	86.00	\$ 7,740.00		86.00	\$ 7,740.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	104		110.00	\$ 100.00	\$ 11,000.00		\$ -	110.00	110.00	\$ 11,000.00	0.00	100.00%
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	74	6.00	74.00	\$ 120.00	\$ 8,880.00		\$ -	74.00	74.00	\$ 8,880.00	0.00	100.00%
7.10	Curb and Gutter Removal, 3.0' Wide	LF	443		443.00	\$ 13.00	\$ 5,759.00		\$ -	443.00	443.00	\$ 5,759.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1		1.00	\$ 10,000.00	\$ 10,000.00	0.25	\$ 2,500.00	0.75	1.00	\$ 10,000.00	0.00	100.00%
8.02	Remove and Reinstall Traffic Sign	EA	1		1.00	\$ 750.00	\$ 750.00		\$ -	1.00	1.00	\$ 750.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.3		0.30	\$ 10,750.00	\$ 3,225.00	0.30	\$ 3,225.00		0.30	\$ 3,225.00	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1		1.00	\$ 15,500.00	\$ 15,500.00	0.25	\$ 3,875.00	0.75	1.00	\$ 15,500.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00		1.00	\$ 500.00	0.00	100.00%
11.03	Concrete Washout	LS	1		1.00	\$ 1,750.00	\$ 1,750.00	0.25	\$ 437.50	0.75	1.00	\$ 1,750.00	0.00	100.00%
11.04	Conduit Pipe for Repair of Irrigation Lines, PVC, 2" Diameter	EA	5		5.00	\$ 50.00	\$ 250.00	3.00	\$ 150.00	2.00	5.00	\$ 250.00	0.00	100.00%
11.05	Remove and Reinstall Cluster Box Unit	LS	1		1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		1.00	\$ 4,000.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 170,640.00 PAY PERIOD = \$ 32,590.50

COMPLETED = \$ 170,640.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 16, 2025	\$ 50,595.57
2	July 21, 2025	\$ 80,551.45
3		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 131,147.02

Record of Change Orders:

No.	Date	Amount
1	August 18, 2025	\$ 600.00
2		
3		
4		
5		
6		
7		
8		
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13		
14		
15		

CHANGE ORDER TOTAL = \$ 600.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 19, 2025

Substantial Completion:

Contract Working Days:	35.0
Added by Change Order:	
Total Working Days:	35.0
Working Days Used to Date:	29.0
Working Days Remaining:	<u>6.0</u>

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	2.0
Working Days Remaining:	<u>3.0</u>

RESOLUTION NO. 2025-XXX

**RESOLUTION ACCEPTING THE 2025 PEDESTRIAN RAMP IMPROVEMENTS
PROGRAM – NORTH ANKENY BOULEVARD PROJECT WITH TK CONCRETE,
INC.**

WHEREAS, on the 7th day of April, 2025, the City of Ankeny, Iowa entered into a contract with TK Concrete, Inc., of Pella, Iowa, for the construction of certain public improvements generally described as the 2025 Pedestrian Ramp Improvements Program – North Ankeny Boulevard project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on August 18, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$170,640.00 as shown in the report of the Engineer.

DATED this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the execution of the Certificate of Substantial Completion for the Fire Station No. 4 Construction Improvements as completed by HPC, LLC.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

No legal review is required with this item.

EXECUTIVE SUMMARY

The City of Ankeny entered into a construction contract on February 19, 2024, with HPC, LLC for the construction of the new Fire Station No. 4. The construction improvements commenced shortly thereafter and the station was generally completed on June 30, 2025. On that date, the City began to move FFE into the building, and began staff training in the facility. The station will be placed into service on January 12, 2026, and an official ribbon-cutting ceremony will be scheduled before that date. According to the construction contract documents for Fire Station No. 4, the substantial completion date occurs when the new station is generally completed such that the station is occupied by the City and the applicable building and equipment warranties are in-place and ready to commence. As noted above, that date was June 30, 2025. SVPA, the project architect, subsequently submitted to the City a Certificate of Substantial Completion. It is recommended that the Council accept this document and authorize the Mayor to sign it at this time. Minor finish work remains to be completed within and outside the station by HPC, LLC, including change order items that are currently being negotiated and finalized. Staff anticipate the station should be ready for final completion within the next 30–45 days pending completion of final punch list items. The final project acceptance documentation will be submitted to the City Council for approval at that time.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Ankeny Fire 4 - Substantial Completion - For Signature
2. Resolution Substantial Completion FS#4



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: (name and address)
Ankeny Fire Station #4

Ankeny, Iowa

CONTRACT INFORMATION:

Contract For:
General Construction
Date:
02-20-2024

CERTIFICATE INFORMATION:

Certificate Number:
01
Date:
July 30, 2025

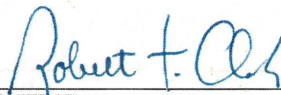
OWNER: (name and address)
City of Ankeny

410 West First Street
Ankeny, IA 50023

ARCHITECT: (name and address)
Savage-Ver Ploeg & Associates, Inc. dba
SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

CONTRACTOR: (name and address)
HPC, LLC
120 North Sherman
Ames, IA 50010

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)



ARCHITECT (Signature)

BY: Robert T. Ormsby, AIA, LEED AP, Vice
President/Secretary

(Printed name, title, and license number if
required)

June 30, 2025

Date Of Substantial
Completion

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
All warranties documented.

WORK TO BE COMPLETED OR CORRECTED

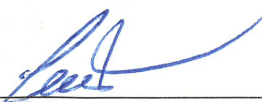
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
See attached punch list.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Ninety(90) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$40,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:



CONTRACTOR (Signature)

BY: Curtis Pike, Manager

(Printed name and title)

8-13-25

Date

OWNER (Signature)

BY: Bobbi Bentz, Mayor

(Printed name and title)

Date



HPC, L.L.C.

Printed on Thu Jul 24, 2025 at 05:16 pm CDT

Ankeny Fire Station #4
2320 NW Weigel Drive
Ankeny, Iowa 50023

All Punch List Items

25 Items

#	Title	Type	Description	Assignee Company	Assignee Name	Assignee Response	Punch Item Manager	Final Approver	Ball In Court	Closed By	Date Closed	Status	Creator	Date Created	Due Date	Location	Trade	Reference	Priority
1	Window Cleaning		Clean interior and exterior of all windows and glass	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
2	Window caulking at window sills		Many of the sealant joints between the SS sills and the aluminum frames need to be addressed. The sealant has dropped leaving a gap. Recaulk	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
3	Holes at window jambs		Patch holes where blinds shade stings were moved.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
4	ACT - Damaged Ceiling Tiles (from other trades)		Replace ceiling tiles damaged or dirty by trades above ceiling.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
5	Door Bumps for HM Fmaes		Install door bumps in hollow metal frames.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
6	A135 - Restroom - Patch and paint touch up		patch and paint drywall in restroom A135	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
7	Quartz Flooring - Showers		Design Team has finish and quality concern with all the showers. Please review and advise on a solution for patching and repairing the installed product.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
8	A115 -Damaged Ceiling Grid		Replace damaged 2' and 4' ceiling grid t's near opening A121 and A122	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
9	Open Electrical Boxes		Open electrical boxes above ceiling grid in Suite 1 and Suite 2.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
10	Restroom / Showers - Repaint Ceilings		Appears the ceilings in the restrooms / showers didn't get the final coat of paint.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
11	Bunk Room - Drywall Patch at Switch		Patch drywall above fan switch.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
12	Cleanout covers in Carpet -Suite 2 and Suite 4		clean up carpet edge at floor cleanouts	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
13	A120 - Shower - HVAC Grille		HVAC Grille in restroom ceiling needs to be cleaned...	HPC, L.L.C.	Sam Sitzmann	Work Required	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
14	Laundry A113 - Plumbing Leak in Sink Base		Leak in the drain body of sink in cabinet.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
15	A113 - Laundry - Caulk drywall to CMU joints		Caulk Drywall to CMU joints in the south wall.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
16	A109 - Ceiling Tile			HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John	07/04/2025	07/11/2025				



HPC, L.L.C.

Printed on Thu Jul 24, 2025 at 05:16 pm CDT

Ankeny Fire Station #4
2320 NW Weigel Drive
Ankeny, Iowa 50023

#	Title	Type	Description	Assignee Company	Assignee Name	Assignee Response	Punch Item Manager	Final Approver	Ball In Court	Closed By	Date Closed	Status	Creator	Date Created	Due Date	Location	Trade	Reference	Priority
			Clean or replace ACT ceiling tiles in Corridor A109										Williams						
17	A109 - Ceiling Tile with Speaker		Rotate the act tile with the speaker in it so the cut edge is next to the wall..	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
18	A100 - Lobby - Ceiling Tiles		Touch up cut edge of ceiling tiles at the HVAC grilles	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
19	A112A - Kitchen Pots and Pans Drawers		Provide drawer units with full sides for pats and pans... in lieu of hanging files.	HPC, L.L.C.	Sam Sitzmann	Work Required	John Williams	Sam Sitzmann	Sam Sitzmann (HPC, L.L.C.)			Work Required	John Williams	07/04/2025	07/11/2025				
20	A136 - Apparatus Bay - Piping and Painting near A139		Cover or paint the exposed copper piping at eyewash. Seal piping at wall penetration Clean or repaint ceiling.	HPC, L.L.C.	Sam Sitzmann	Work Required	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
21	A138 - Mechanical - Tank		Confirm if the red tank needs to be insulated?	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
22	A141 - Extraction - Painting		Transition of paint at the ceiling angle needs to be addressed or corrected. since the roller is now on the support angle, paint the rest of the way up.	HPC, L.L.C.	Sam Sitzmann	Work Required	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
23	A141 - Extraction - Floor Sink		remove tape and protection from around floor sink . Neatly caulk floor sink to concrete floor.	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
24	A142 - Fitness - Open Box		Open electrical box in ceiling	HPC, L.L.C.	Sam Sitzmann	Resolved	John Williams	Sam Sitzmann		Sam Sitzmann	07/16/2025	Closed	John Williams	07/04/2025	07/11/2025				
25	A142 - Fitness - Mirrors		Install a top "j" channel on mirrors	HPC, L.L.C.	Sam Sitzmann	Work Required	John Williams	Sam Sitzmann	Sam Sitzmann (HPC, L.L.C.)			Work Required	John Williams	07/04/2025	07/11/2025				

</tbody> </table>

Punch List

To: Casey White, AIA

Date: 6/17/2025

From Korey Marsh, P.E

CC: Mike Schrock, Eric Cannon, Robert Ornsby

RE: Ankeny Fire Station #4 – Walk Through

A walk through was held on Wednesday, June 11th, 2025.

The list of items to be corrected is as follows:

1. Remove PVC conduit for temporary power.



2. Replace evergreen shrubs that have died since planting

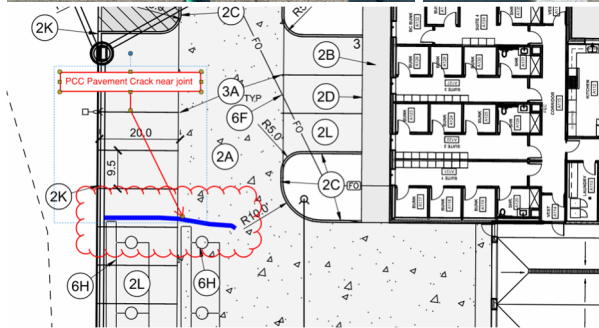
3. Lower casting to grade of ST-1B



4. Establish vegetation in detention basin.



5. Saw cut half panel to full depth, remove and replace PCC Parking Lot to depth per approved site plan. See photos and snippet below.





JOB SITE OBSERVATION REPORT #8
Ankeny Fire Station #4

IMEG #23002142.00
June 23, 2025

OBSERVERS: Dave Inghram
Keith Padgett
Chris Marting
Isaac Stoll

OBSERVATION DATE: June 18, 2025

This report itemizes observed portions of the installation of workmanship and/or material items that fail to meet the intent of the contract documents. This report shall not be construed as having any other purpose but to notify the contractor of visible deviations from the contract documents that were observed on the date noted. Omissions or unnoted items do not relieve the contractor of his or her responsibility to complete all work in accordance with the contract documents.

General Comments:

1. The weather was sunny and 85°F.
2. This was IMEG's final job site observation.
3. Construction in the kitchen was not complete.
4. All O&M manuals and as-builts have not been submitted yet.

Deficiencies:

No.	Location	Date	Description	Date Closed
001	Exterior	07/23/24	The underground gas piping to the exterior grill was not installed.	
002	Fitness room	08/30/24	Roof deck support is required to be continuous. Provide angle section to close out unsupported deck.	
006	Tools/SC BA	01/15/25	Two (2) receptacle rough-ins located on east wall farthest from the entry door were set at 18". Were called out on drawings to be +6" to centerline above counter.	
007	General	01/15/25	Numerous pipe saddles were missing. Should be installed after piping insulation is completed.	06/18/25
008	Report A101	01/15/25	Additional pipe support is required for hydronic piping to HP 7.	06/18/25
009	Fitness A142	01/15/25	Supply Grille (SG 1) should be mill finish to match the color of the ductwork as specified, but appear to be white.	06/18/25
010	General	06/18/25	Protective wrapping on exit signs has not been removed. Refer to photo #2.	
011	JC 107	06/18/25	Electrical junction boxes are not labeled with circuit number.	
012	JC 107	06/18/25	Duplex receptacle on north wall missing cover plate. Refer to photo #3.	

No.	Location	Date	Description	Date Closed
013	Vest A116	06/18/25	Receptacle on east wall is missing cover plate. Refer to photo #4.	
014	Vest A116	06/18/25	Fire alarm annunciator has paint on trim.	
015	Bunk A118	06/18/25	Lighting and fan switch cover plates are not flush with wall. Refer to photo #5.	
016	Suite 2 A122	06/18/25	Receptacle cover plate on south wall does not cover entire opening.	
017	App Bay A136	06/18/25	Receptacle cover plate on west wall, south end, does not cover entire opening. Refer to photo #6.	
018	Elec 137	06/18/25	Panel P2 has open bus in two different tubs. Refer to photo #7.	
019	Elec 137	06/18/25	Panel P1 has open bus.	
020	Mech A138	06/18/25	Electrical junction boxes are not labeled with circuit number. Refer to photo #8.	
021	Mech A138	06/18/25	VFDs are not labeled. Refer to photo #9.	
022	Tools A140	06/18/25	Electrical junction boxes are not labeled with circuit number.	
023	Extraction A141	06/18/25	Electrical junction boxes are not labeled with circuit number.	
024	Roof	06/18/25	MAU-1 supply air ductwork support was not connected to structure.	
025	Roof	06/18/25	Condensate discharge from DOAS-1 and MAU-2 shall be piped past the walking path and past the screen wall.	
026	Roof	06/18/25	All exterior gas piping shall be painted per specification section 22 10 23, 3.10A	
027	Exterior	06/18/25	All exterior gas piping shall be painted per specification section 22 10 23, 3.10A	
028	Exterior	06/18/25	IMEG has concerns over the gas meter support. It does not match typical MidAmerican installation details and appears to be lacking support. Can the contractor team have MidAmerican confirm their installation is acceptable?	
029	Suite 4	06/18/25	HP-4 is rattling beyond acceptable limits.	
030	Laundry A113	06/18/25	Visual water leak running down the north wall of the space.	
031	Corridor A115	06/18/25	Visual water leak on the ceiling tiles near HP-6.	
032	TOG A139	06/18/25	Missing pipe labels.	
033	Tools/SC BA A140	06/18/25	Missing pipe saddle on CW.	
034	Mech A138	06/18/25	Valve extensions missing on all shutoff valves. Refer to specification section 23 21 00 – 2.3.A and 22 10 00 – 2.4.A.	
035	Kitchen A112A	06/18/25	HP-13 thermostat label missing.	



No.	Location	Date	Description	Date Closed
036	Lobby A100	06/18/25	Two button stations are controlling the exact same light fixtures. Drawings only show (1) button station in space.	
037	Day room A104	06/18/25	Ceiling fan lens is cracked in half. Refer to photo #10.	
038	Exterior	06/18/25	Flagpole lights are not aimed correctly.	
039	Exterior	06/18/25	Front building signage lights are not aimed correctly. Refer to photo #11.	
040	Ele A137	06/18/25	Electrical panel F has no circuit directory.	
041	Ele A137	06/18/25	J-box on east wall is missing a cover. Refer to photo #12.	
042	Report A101	06/18/25	Missing second quad receptacle on east wall.	
043	Vest A114	06/18/25	Missing receptacle on east wall.	
044	Corr A109	06/18/25	Receptacle cover plate for vending machine not fully screwed on. Refer to Photo #13.	
045	Kitchen A112A	06/18/25	Receptacles above counter are missing cover plates.	
046	Lobby A100	06/18/25	Door operation buttons are not working.	
047	General	06/18/25	Circuit numbers are not displayed on receptacle cover plates.	
048	Report A101	06/18/25	Receptacle cover plate not fully covering opening.	
049	Suite 3 A127	06/18/25	Receptacle cover plate not fully covering opening.	
050	Lobby A100	06/18/25	Fire alarm pull station missing tamperproof cover.	
051	App Bay A136	06/18/25	Fire alarm pull station on east wall missing tamperproof cover.	
052	General	06/18/25	Fire alarm notification devices missing from all Bunk Rooms.	
053	Report A101	06/18/25	C2 missing on south wall	
054	Training A102	06/18/25	HDMI cable not installed in AV-WP-1. Refer to Photo #14.	
055	Training A102	06/18/25	Rough-in for AV-WP-1 behind display not installed. See Photo #15.	
056	Day Room A104	06/18/25	HDMI cable not installed in AV-WP-1	
057	Day Room A104	06/18/25	Rough-in for AV-WP-1 behind display not installed	



No.	Location	Date	Description	Date Closed
058	Door A136H	06/18/25	Door position switch painted over – verify for proper operation.	
059	Door A135	06/18/25	No door position switch found.	
060	Door A136G	06/18/25	Door position switch painted over – verify for proper operation.	
061	EMS A105	06/18/25	No door position switch found.	
062	IT Room A111	06/18/25	Fiber enclosure not installed.	
063	IT Room A111	06/18/25	SC-GND-2 in each equipment rack is not connected to ground wire.	
064	IT Room A111	06/18/25	CATV/Access Control equipment not bonded to SC-GND-1 per detail 3/T300.	
065	IT Room A111	06/18/25	Single hole set screw ground lugs not permitted. See Photo #16.	
066			END OF LIST	

General Photos

Photo #1 – North Side of Building



Deficiency Photos

Photo #2 – Exit sign protective wrapping



Photo #3 – Missing cover plate



Photo #4 – Missing cover plate



Photo #5 – Cover plates not flush



Photo #6 – Cover plate does not cover entire opening



Photo #7



Photo #8 – Junction boxes not labeled

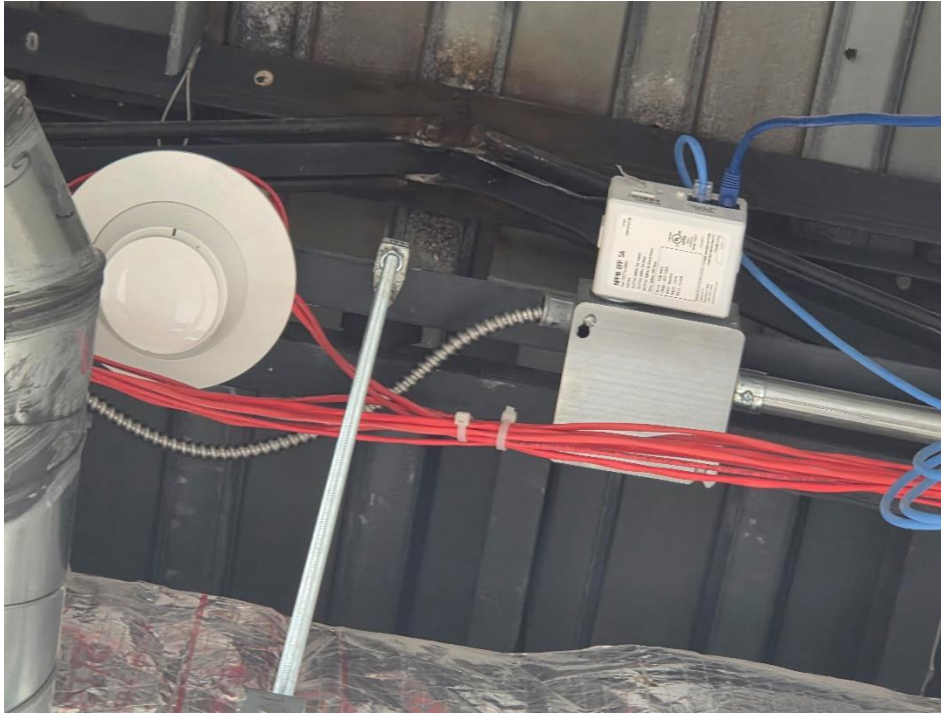


Photo #9 – VFDs not labeled



Photo #10 – Ceiling fan lens cracked

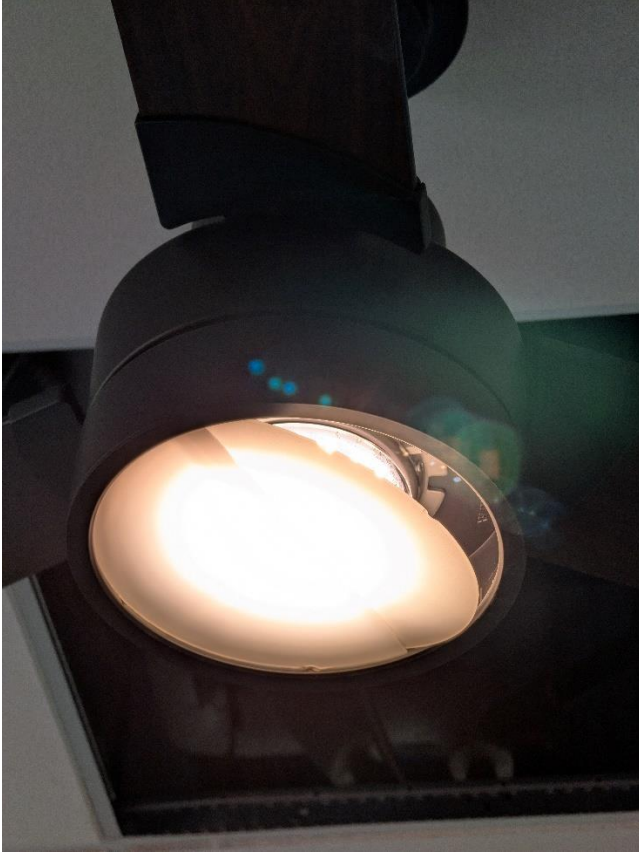


Photo #11 – Signage lights not aimed correctly



Photo #12 – Jbox cover missing.

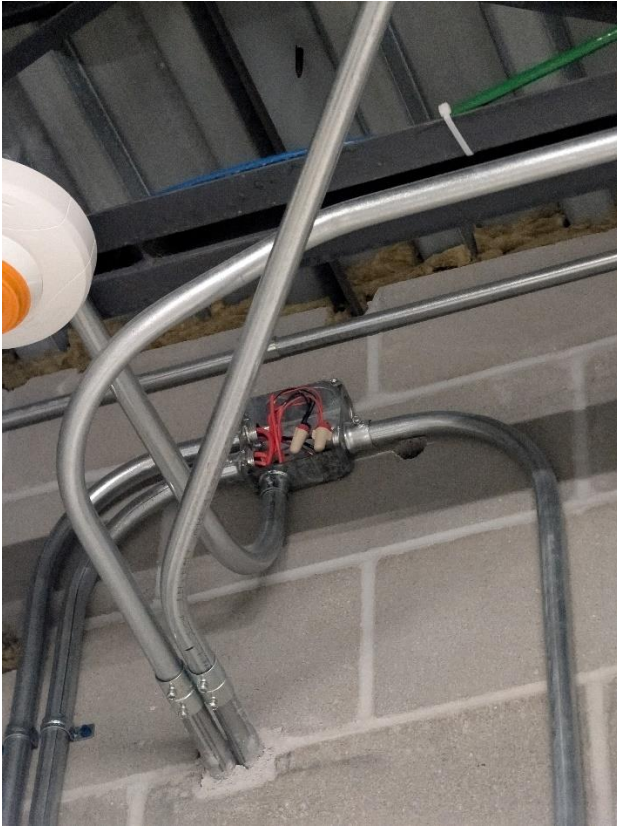


Photo #13 – Cover plate not fully screwed on.



Photo #14



Photo #15

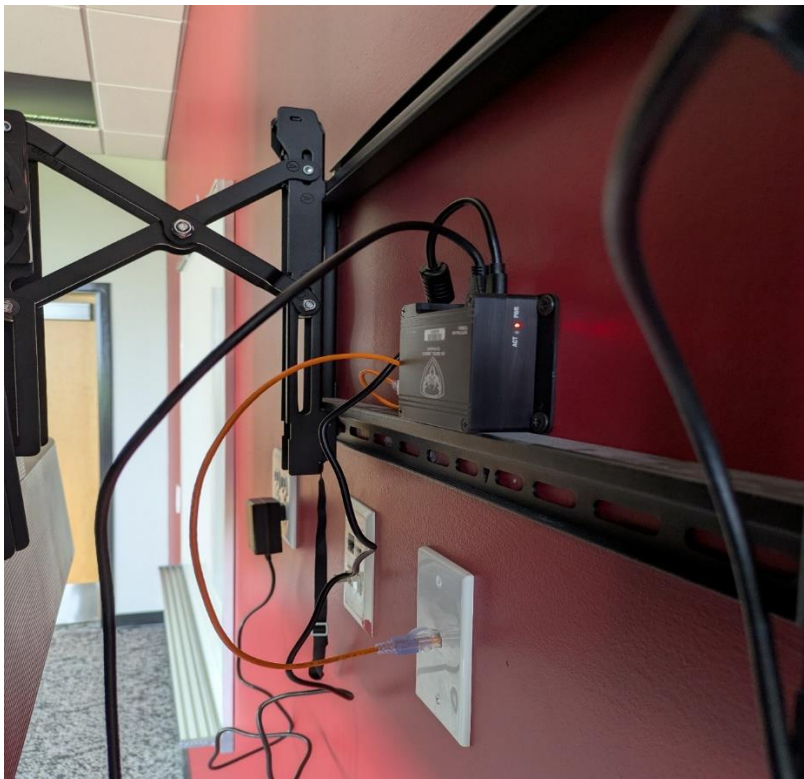


Photo #16



KMP:CGM:IPS:DCI/amb

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cc via e-mail: John Williams - Harold Pike Construction (jwilliams@hpikeconst.com)
Casey White - SVPA (c-white@svpa-architects.com)
Bob Ormsby - SVPA (B-Ormsby@svpa-architects.com)



**A RESOLUTION AUTHORIZING THE EXECUTION OF THE CERTIFICATE OF SUBSTANTIAL
COMPLETION FOR THE FIRE STATION NO. 4 CONSTRUCTION IMPROVEMENTS AS
COMPLETED BY HPC, LLC.**

WHEREAS, the City of Ankeny entered into a construction contract on February 19, 2025 with HPC, LLC for the construction of the new Fire Station No. 4 on NW Weigel Drive; and

WHEREAS, the construction contract provided for a substantial completion date and a final completion date no less than 30 days thereafter; and

WHEREAS, according to the construction contract documents for Fire Station No. 4, the substantial completion date occurs when the new station is generally completed such that the station is occupied by city personnel and the applicable building and equipment warranties are in-place and ready to commence; and

WHEREAS, Fire Station No. 4 was first occupied by fire personnel on June 30, 2025; and

WHEREAS, minor finish work remains to be completed at the station by HPC, LLC including change order items that are currently being negotiated and finalized; and

WHEREAS, the station construction should be ready for final completion within the next 30-45 days pending the completion of minor punch-list items at which time the final acceptance documentation will be submitted to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and are hereby authorized and empowered to execute the Certificate of Substantial Completion for the Fire Station No. 4 Construction Project.

PASSED AND APPROVED this 18th day of August, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to submit an application for funding through the Polk County Community Development Grant Program for amenities associated with the High Trestle Trail Experience Park and commitment of matching funds for proposed improvements.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED
Resolution
LEGAL
No legal review required

EXECUTIVE SUMMARY

The Polk County Community Development Grant Program supports large-scale projects in Polk County by providing grants up to \$100,000. Applications are due on August 31, 2025. The High Trestle Trail Experience Park touches on four of the seven funding priorities for this grant, including Arts & Culture, Economic Development, Recreation and Conservation, making this project an ideal candidate for grant funding.

Eligible applicants for these grants must be non-profit, tax-exempt organizations. The City would complete the grant application and the Uptown Association would be the applicant, as the Uptown Association is an eligible entity and direct beneficiary of the proposed project. If awarded, the grant funding would flow to the Uptown Association, which would then use the grant funding to reimburse the City for project expenses incurred to complete this phase of the project.

This grant program requires a dollar-for-dollar match. Proposed matching funds to secure the \$100,000 grant would come from the hotel/motel fund. The 2025-2029 Capital Improvement Program (CIP) does include the following for this project:

- \$200,000 in 2025 (\$100,000 funded by hotel/motel and \$100,000 funded by possible grants);
- \$800,000 in 2027 (\$400,000 funded by hotel/motel and \$400,000 funded by possible grants); and
- \$1 million in 2029 (\$500,000 funded by hotel/motel and \$500,000 funded by possible grants).

Polk County grant funds, assuming a \$100,000 award, combined with the City's match would be used for the following projects:

- Approx. 900' stroller coaster/side path/trail with rise and fall – est. \$115,000
- (2) Pocket kid's exploration areas along the existing HTT – est. \$60,000
- (5) Benches & trash cans for additional seating along the trail - \$12,500
- Professional services (engineering, construction admin, staking, etc.) - \$12,500

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve submitting a \$100,000 Polk County Community Development Grant application and support resolution committing to \$100,000 of matching funds if the grant is awarded by Polk County.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Council has received and filed plans associated with this project, had two works sessions and Phase I construction of the High Trestle Trail Experience Park is currently in progress. Council also approved submitting and application for this same grant via Resolution 2024-349 on August 19, 2024.

FISCAL IMPACT

This item is included in the City Council approved 2025-2029 Capital Improvement Program to cover the \$100,000 contemplated with this particular grant opportunity and action associated with this agenda item. The executive summary outlines the estimated costs associated with the project, the funding source and how the grant funding will be used. This is a unique opportunity for 1:1 match that will allow for the development of new park features in the center of our community. If grant funding is not awarded, these improvements will not be made at this time.

PUBLIC OUTREACH EFFORTS

There has been significant public outreach in the form of surveys, stakeholder committee meetings and public engagement at the farmers' market.

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Polk County Betterment Grant Experience Park 2025
2. Polk County Grant project images

RESOLUTION 2025-

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO SUBMIT AN APPLICATION FOR THE POLK COUNTY COMMUNITY DEVELOPMENT GRANT PROGRAM FOR AMENITIES FOR THE HIGH TRESTLE TRAIL EXPERIENCE PARK AND COMMITMENT OF MATCHING FUNDS FOR PROPOSED IMPROVEMENTS

WHEREAS, Polk County administers the Polk County Community Development Grant Program to support large-scale projects in Polk County; and

WHEREAS, the City of Ankeny's High Trestle Trail Experience Park is an eligible project as it touches on four of the priority areas where these grant funds can be directed; and

WHEREAS, the City of Ankeny is proposing to apply for the maximum grant amount of \$100,000 with the requirement that the City provide a matching amount of \$100,000 to fund the following improvements, which are estimated to cost \$200,000:

- Approx. 900 linear feet of 8' wide side path consisting of rise and fall (hilly) concrete trail feature
- (2) kid's exploration areas or pocket parks adjacent existing trail and sidepaths
- (5) decorative benches and trash cans for seating along trail and trail features
- Design, engineering and construction management services for improvements; and

WHEREAS, staff recognizes the need for outside funding assistance to complete these park features that will enhance the park environment and create a unique place and experience for residents and visitors to enjoy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

1. The City Council supports staff applying for a Polk County Community Development Grant seeking up to \$100,000 for the High Trestle Trail Experience Park amenities identified above.
2. The City Council hereby commits the City of Ankeny to providing matching monies, if awarded grant funding, as required by the Polk County Community Development Grant Program, up to \$100,000.
3. The Mayor is hereby authorized to execute the application of behalf of the City Council.

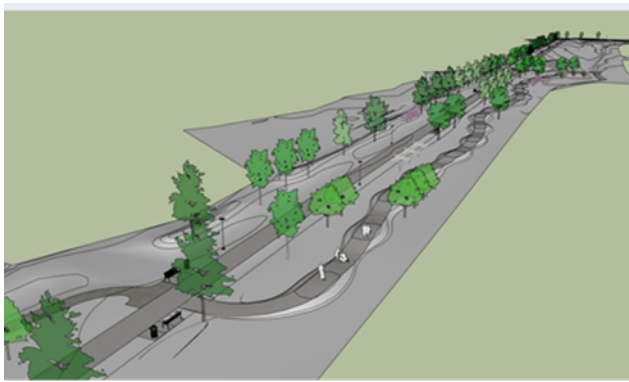
PASSED AND APPROVED this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Below are renderings of an approx. 900' side path along the High Trestle Trail referred to as a stroller coaster. This is a concrete trail with rise and fall that is intended to create a different trail experience by breaking up the flat trail everyone is used to and make it more enjoyable for pedestrians, cyclists and those trail users in a stroller. This is side path off the existing trail making it an optional experience for those using the High Trestle Trail.



Below are three examples of the kid's exploration areas that serve as pocket play areas along the trail. They keep the natural theme of the Experience Park and provide more family focused, intimate play areas to enjoy while visiting or passing through the High Trestle Trail Experience Park.



Backhoe Digger



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to receive and file the Ankeny SummerFest 2025 Report.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

The Ankeny SummerFest 2025 Report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with SummerFest 2025. It also demonstrates the City's commitment to SummerFest and provides valuable information to the Ankeny Area Chamber of Commerce.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend to receive and file the Ankeny SummerFest 2025 Report.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The City's contribution of in-kind services and miscellaneous costs for SummerFest 2025 is \$49,329.48. These costs will be paid from the hotel/motel tax fund.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. SummerFest 2025 Report

Memorandum

To: Mayor and City Council
Date: August 12, 2025
Re: SummerFest 2025 Report

Background

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny SummerFest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a SummerFest Policy, which established that the City would continue to provide an annual subsidy, within its fiscal capacity, as long as the Ankeny Area Chamber of Commerce managed the event. The policy capped the City's maximum contribution for in-kind services at \$50,000 per year, funded by the hotel/motel tax fund. The FY 2026 maximum contribution has been adjusted approximately 7% and is approved in the hotel/motel tax fund budget.

Financial and Operational Impacts

The table below represents the history of the City's SummerFest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

SummerFest 2011	\$ 41,768.11	SummerFest 2018	\$ 58,657.37
SummerFest 2012	49,595.20	SummerFest 2019	59,180.95
SummerFest 2013	61,251.89	Celebrate Ankeny 2021	12,838.13
SummerFest 2014	47,392.21	SummerFest 2022	54,630.06
SummerFest 2015	46,918.98	SummerFest 2023	38,988.49
SummerFest 2016	45,615.81	SummerFest 2024	49,470.40
SummerFest 2017	58,742.52	SummerFest 2025	49,329.48

The table below represents the departmental costs related to SummerFest 2025:

Department	Personnel Costs Regular	Personnel Costs Overtime	Miscellaneous Costs	Total
City Clerk	\$ 541.45	\$ -	\$ -	\$ 541.45
Fire	3,339.65	1,494.25	1,180.88	6,014.78
IT	494.61	22.69	-	517.30
Park Maintenance	1,339.78	-	1,248.20	2,587.98
Police	3,319.97	22,470.92	-	25,790.89
Public Works	1,184.17	5,054.26	4,653.84	10,892.27
Water	237.10	796.93	663.87	1,697.90
Wastewater	-	744.35	542.56	1,286.91
Total	\$ 10,456.73	\$ 30,583.40	\$ 8,289.35	\$ 49,329.48

The FY 2026 budget allocated \$54,000 from the hotel/motel tax fund for SummerFest 2025. Actual departmental expenditures for SummerFest 2025 totaled \$49,329.48, coming in \$4,670.52 under budget. This event marks the fourth year at The District at Prairie Trail. Increased familiarity with the venue and improved operational efficiencies, particularly within the Police Department, have helped stabilize total costs year over year. Looking ahead, the FY 2027 budget allocation for SummerFest 2026 is expected to increase to accommodate cost-of-living salary adjustments and inflation.

Conclusion

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with SummerFest 2025. It also demonstrates the City's commitment to SummerFest and provides valuable information to the Ankeny Area Chamber of Commerce.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the execution of a Memorandum of Understanding between the City of Ankeny, Iowa, and the cities of Madrid, Sheldahl, Slater, and Woodward; and the Boone County Conservation Board, Polk County Conservation Board, Dallas County Conservation Board and Story County Conservation Board for joint maintenance of the High Trestle Trail.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

Enhance Quality of Life

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

In 2012, the Ankeny Park Board and City Council approved a 28E Agreement on the maintenance needs of the High Trestle Trail. These annual contributions are to ensure that the long-term maintenance needs of the High Trestle Trail are met.

In 2014, the 28E Agreement was converted into a five-year Memorandum of Understanding (M.O.U.) in which each jurisdiction would continue to contribute to the "High Trestle Trail Legacy Fund". The five-year M.O.U. was approved by the Ankeny City Council on July 7, 2014. In 2019, the M.O.U. was approved and extended by the Ankeny City Council for another five years, but a clarification in the agreement's wording regarding Iowa Code Section 12B was removed.

The "High Trestle Trail Agency Fund" will be an annual set-aside for major expenditures expected in the long term future, such as major trail resurfacing, devastating drainage repairs, or significant issues with bridges along the trail. All jurisdictions intend to contribute to the fund yearly.

The proposed M.O.U. extends the agreement through 2030.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve resolution for the High Trestle Trail Joint Service Memorandum of Understanding.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The annual contributions from each jurisdiction remain the same in the proposed M.O.U. Ankeny's annual contribution level remains at \$5,000.00.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Memorandum of Understanding

RESOLUTION 2025 -

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANKENY, IOWA, AND THE CITIES OF MADRID, SHELDAHL, SLATER, AND WOODWARD; AND THE BOONE COUNTY CONSERVATION BOARD, POLK COUNTY CONSERVATION BOARD, DALLAS COUNTY CONSERVATION BOARD AND STORY COUNTY CONSERVATION BOARD FOR JOINT MAINTENANCE OF THE HIGH TRESTLE TRAIL.

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to enter into a Memorandum of Understanding with the cities of Madrid, Sheldahl, Slater, and Woodward; and the Boone County Conservation Board, Polk County Conservation Board, Dallas County Conservation Board and Story County Conservation Board for the purpose of Jurisdiction responsibilities and mutual understandings as it relates to continued and future maintenance of the High Trestle Trail.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby approve the attached Memorandum of Understanding, and that the Mayor is hereby authorized to sign and execute said agreement through 2030.

PASSED AND APPROVED on the 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

MEMORANDUM OF UNDERSTANDING
2026-2030

PARTIES: THE CITIES OF ANKENY, MADRID, SHELD AHL, SLATER, WOODWARD, BOONE COUNTY CONSERVATION BOARD, POLK COUNTY CONSERVATION BOARD, DALLAS COUNTY CONSERVATION BOARD, STORY COUNTY CONSERVATION BOARD

PROJECT/INITIATIVE: JOINT PUBLIC SERVICE AGREEMENT

GENERAL NOTES: This Memorandum of Understanding (M.O.U.) is made and entered into, by and between, the Cities of Ankeny, Madrid, Sheldahl, Slater, and Woodward, the Boone county Conservation Board, the Polk County Conservation Board, the Dallas County Conservation Board and the Story County Conservation Board (the “Jurisdictions”).

JURISDICTIONS RESPONSIBILITIES & MUTUAL UNDERSTANDINGS

1. Because The High Trestle Trail is high quality regional asset that benefits the regional economy, provides active recreation, environmental education and health improvement opportunities to support the overall quality of life in Central Iowa; and
2. Because the long-term maintenance of the High Trestle Trail is in the best interest of the jurisdictions involved; and
3. Because working collectively provides greater benefit to the trail and the agencies involved in trail maintenance; the Parties above therefore agree to the following:
4. The Jurisdictions agree to serve on the High Trestle Trail Steering Committee (the “Steering Committee”) with one official representative from each of the nine government entities. The Jurisdictions support the “High Trestle Trail Agency Fund” (the “Agency Fund”) through annual contributions pursuant to available funds for a period of at least five years. This Agency Fund will be an annual set-aside for leveraging grant funds to address major expenditures expected in the long-term future such as major trail resurfacing, devastating drainage repair, or significant issues with bridges along the trail and not periodic or regular maintenance issues.
5. All Jurisdictions intend to contribute to the Agency Fund yearly, based on the contribution schedule listed below:

• Ankeny	\$5,000
• Sheldahl	\$500
• Slater	\$1,500
• Madrid	\$1,500
• Woodward	\$1,500
• Polk Co.	\$5,000

- Dallas Co. \$750
- Story Co. \$500
- Boone Co. \$5,000

6. The Iowa Natural Heritage Foundation shall be assigned to manage the Agency Fund and invoice each Jurisdiction with payment due on the following dates:

- July 31, 2026
- July 31, 2027
- July 31, 2028
- July 31, 2029
- July 31, 2030

Contribution levels and the M.O.U. guidelines will be reviewed every five (5) years.

7. Maintenance expense requests shall be reviewed and approved by the High Trestle Trail Steering Committee on a case-by-case basis. Any reimbursements from the Agency Fund shall only be for direct expenses, not staff or administrative time. In an effort to leverage the Agency Fund, funding appropriations shall not exceed 50% of total costs, unless approval for such additional funding is authorized through a majority vote of the Steering Committee.

8. This M.O.U. shall become effective upon acceptance by all parties.

9. This M.O.U. is duly recognized by all Jurisdictions and it may be amended only upon the agreement of all parties and only in writing.

10. The Jurisdictions shall approve the M.O.U. by resolution or motion of their respective Board or Council, which shall authorize the execution of the M.O.U.

EXECUTION OF AGREEMENT

This M.O.U. is hereby agreed to by all Jurisdictions to be executed in separate counterparts, each of which shall be considered an original, this _____ day of _____, 20____.

City or County of _____

Attest: _____
Mayor or County Board Chair

City Clerk or CCB Director



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Ordinances

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to accept third consideration of **ORDINANCE 2234**, an Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 197, Zoning Regulations, sending it on its final passage and publication as required by law.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED
Ordinance – 3rd Reading
LEGAL

EXECUTIVE SUMMARY

In response to the most recent session of the State Legislature, the proposed Ordinance Amendment will modify the powers and duties of the Zoning Board of Adjustment in Chapter 197 to ensure that the City's Zoning Ordinance complies with the new law enacted by the State Legislature.

House File 652 amended the Iowa Code to grant additional powers to Boards of Adjustment throughout the State. Specifically, the law allows boards to authorize variances in specific cases where strict enforcement of the ordinance would create a "practical difficulty". This "practical difficulty" standard has not been utilized in Ankeny's Code previously. Therefore, staff deems it necessary to amend Chapter 197 to comply with the expanded powers granted to Boards of Adjustment by the State Legislature.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve amendment to the Zoning Ordinance.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal notice and publication as required.

ACTION REQUESTED

ATTACHMENTS

1. Current Ordinance
2. Proposed Ordinance

197.01 ZONING BOARD OF ADJUSTMENT.

1. Established. A Zoning Board of Adjustment is established which shall consist of five members. The terms of office of the members of the Zoning Board of Adjustment shall be for five (5) years on a staggered basis and their appointment shall be made by the Mayor, with the approval of the Council. Any member of the Board who shall thereafter be absent from three meetings of the Board during any one calendar year, without good cause, shall be deemed to have vacated such office on the occasion of such third absence. The Chairperson shall immediately report such vacancy to the Mayor who shall, with the approval of the Council, fill such vacancy for the unexpired term.

2. Meetings. The meetings of the Zoning Board of Adjustment shall be held at the call of the Chairperson and at such other times as the Board may determine. Such Chairperson, or in the absence of the Chairperson, the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member of each question, or if a member is absent or fails to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. The presence of three members shall be necessary to constitute a quorum.

3. Appeal Procedure.

A. Appeals to the Zoning Board of Adjustment may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the Zoning Administrator. Such appeal shall be taken within ten days by filing with the City Clerk a notice of appeal specifying the grounds thereof. The City Clerk shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from is taken. An appeal stays all proceedings in furtherance of the action appealed from unless the Zoning Administrator certifies to the Board, after notice of appeal has been filed with the City Clerk, that by reason of the facts stated in the certificate, a stay would in the opinion of the Zoning Administrator cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application or notice to the Clerk and the Zoning Administrator and on due cause shown.

B. The Board shall fix a reasonable time for the hearing on the appeal, shall give public notice thereof as well as due notice to the parties in interest, and shall decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney. Before an appeal is filed with the Zoning Board of Adjustment, the appellant shall pay a fee as established by City Council Resolution.

4. Powers and Duties. The Zoning Board of Adjustment shall have the following powers and duties:

A. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the Zoning Administrator in enforcement of this Zoning Ordinance.

B. To grant a variation in the regulations when a property owner can show that his property was acquired in good faith; that by reason of exceptional narrowness, shallowness, or shape of a specific piece of property or by reason of exceptional topographical conditions or other extraordinary or exceptional situation, the strict application of the terms of this Zoning Ordinance actually prohibits the use of this property in the district; and that the Board is satisfied under the evidence before it that a literal enforcement of the provisions of this Zoning Ordinance would result in unnecessary hardship; provided, however, all variations granted under this clause shall be in harmony with the intended spirit and purpose of this Zoning Ordinance. In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this Zoning Ordinance. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation and punishable under Section 197.05 of this chapter. Under no circumstances shall the Board grant a variance to allow a use not permissible under the terms of this Zoning Ordinance in the district involved, or any use expressly or by implication prohibited by its terms in said district.

C. To permit the following exceptions to the district regulations set forth in this Zoning Ordinance; provided, that all exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire or endanger the public safety, and shall not diminish or impair established property values in surrounding areas:

(1) To permit erection and use of a building or the use of premises or vary the height, yard, or area regulations in any location for a public service corporation for public utility purposes, or for purposes of public communication, including the distribution of newspapers, which the Board determines is reasonably necessary for the public convenience or welfare.

(2) To permit the use of property in residential districts for off-street parking purposes as accessory to permitted residential district uses where said parking lots do not immediately adjoin the permitted residential district use.

(3) To permit the extension of a district where the boundary line of a district divides a lot in single ownership as shown on record or by existing contract or purchase at the time of the passage of the Zoning Ordinance, but in no case shall such extension of the district boundary line exceed forty feet in any direction.

(4) To hear and decide upon permit applications for conditional uses in the flood plain overlay zone as outlined in Section 193.01 of this Zoning Ordinance.

5. Appeal.

A. In exercising the powers and duties set forth in subsection 4 of this section, the Zoning Board of Adjustment may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as it believes proper. To that end it shall have all the powers of the Zoning Administrator. The concurring vote of three of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is

required to pass under this Zoning Ordinance; provided, however, the action of the Board shall not become effective until after the resolution of the Board, setting forth the full reason for its decision and the vote of each member participating therein, has been filed. Such resolution immediately following the Board's final decision shall be filed in the office of the Board and shall be open to public inspection.

B. Every variation and exception granted or denied by the Board shall be supported by a written testimony or evidence submitted in connection therewith.

C. Any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board, may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

ORDINANCE 2234

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE
CITY OF ANKENY, IOWA BY AMENDING
PROVISIONS RELATED TO CHAPTER 197 ZONING ORDINANCE ADMINISTRATION**

WHEREAS, on the 21st day of July, 2025, after due notice, the City Council held a public hearing to consider said amendment, at which time and place all parties in interest and citizens had the opportunity to be heard; and

WHEREAS, the City Council now deems it appropriate to amend the Zoning Ordinance Administration, to incorporate changes to Section 197.01, of the Municipal Code of the City of Ankeny, Iowa, regarding Zoning Board of Adjustment.

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

Section 1. Section 197.01(4.) Zoning Board of Adjustment is hereby amended to add the following subsection:

D. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in effect upon its passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

**1st Con 07-21-2025 (P. Hrg.)
2nd Con 08-04-2025
3rd Con 08-18-2025**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Ord 2235 An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 41, Public Health and Safety.

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 2nd Reading
LEGAL

EXECUTIVE SUMMARY

Currently, vape products are not covered by the Smokefree Air Act and city staff have been having ongoing issues with vaping at some of our facilities, leagues and special events. Aligning e-cigarettes and vaping restrictions with existing smoking bans will help streamline enforcement, better uphold public health standards, and ensure a consistent, clear message that prioritizes the well-being of all patrons visiting city facilities.

Despite common misconceptions, e-cigarettes and vaping devices emit aerosols that contain harmful chemicals, including nicotine, heavy metals, and fine particles that pose health risks to both users and bystanders. Numerous studies have shown that secondhand exposure to these substances can have adverse health effects, particularly for vulnerable populations such as children, the elderly, and individuals with respiratory conditions.

Treating vaping differently from smoking undermines the intent of clean air policies and creates enforcement challenges. Allowing vaping in spaces where smoking is banned can lead to confusion, inconsistent policy application, and increased difficulty in monitoring compliance. Moreover, the visual similarity between vaping and smoking can renormalize nicotine use and send mixed messages about public health priorities, particularly to young people, who are increasingly drawn to vaping products.

Additional CDC support includes:

- In the United States, youth use e-cigarettes, or vapes, more than any other tobacco product.
- No tobacco products, including e-cigarettes, are safe, especially for children, teens, and young adults.
- Most e-cigarettes contain nicotine, which is highly addictive. Nicotine can harm the parts of an

adolescent's brain that control attention, learning, mood, and impulse control.

- E-cigarette marketing, the availability of flavored products, social influences, and the effects of nicotine can influence youth to start or continue vaping.
- Most middle and high school students who vape want to quit.
- Many people have an important role in protecting youth from vaping, including parents and caregivers, educators and school administrators, healthcare providers, and community partners.
- States and local communities can implement evidence-based policies, programs, and services to reduce youth vaping.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends taking no action on this item, or denying the amendment as presented.

Additionally, it is recommended to have the City Manager review, revise and modernize the existing municipal code as it pertains to smoking in public places in accordance with the Iowa SmokeFree Air Act. The update should also prohibit vaping on city property and park facilities.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2235.

ATTACHMENTS

1. Proposed Ordinance - Smoking prohibited
2. Current Ordinance - Chapter 41.15

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS RELATED TO CHAPTER 41, PUBLIC HEALTH AND SAFETY

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

SECTION 1. SECTION MODIFIED: That Section 41.15 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

41.15 SMOKING PROHIBITED.

1. Definition. “Electronic smoking device” means any product containing or delivering nicotine (e.g., Electronic Nicotine Delivery System or ENDS) or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
2. It is unlawful for any person to smoke or to carry any lighted cigar, pipe, cigarette, or electronic smoking device in any motor bus, or in a building area, or any other place in the City where the owner or the person in charge thereof has caused to be displayed a sign reading “No Smoking Municipal Ordinance.” Such sign shall be placed so that it is clearly visible to the passengers of such bus or the occupants of such building area or place.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 2nd day of September, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 12th DAY OF SEPTEMBER, 2025**

**1st Con 8/4/25
2nd Con 8/18/25
3rd Con 9/2/25**

41.15 SMOKING PROHIBITED.

It is unlawful for any person to smoke or to carry any lighted cigar, pipe, or cigarette in any motor bus, or in a building area, or any other place in the City where the owner or the person in charge thereof has caused to be displayed a sign reading "No Smoking Municipal Ordinance." Such sign shall be placed so that it is clearly visible to the passengers of such bus or the occupants of such building area or place.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Ord 2237 An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 122, Non-Franchise Utility Accommodation.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED

Ordinance – 1st Reading

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

Language regarding Public Utility Easements (PUEs) has been added to areas where an Excavation in the ROW Permit is required. While PUEs are commonly considered part of the City's ROW, many residents misunderstand what is, and is not, officially included. The inclusion of PUE language eliminates this ambiguity by clearly establishing the City's authority to permit and regulate excavation activities within these easements.

When the City created the position of City Engineer, the responsibilities for overseeing new obstructions in the ROW, approving Iowa DOT permits, and managing ROW excavations for CIP projects were assigned to the City Engineer. Accordingly, references to the Public Works Director have been replaced with "City Engineer or authorized agent" to reflect current City practices.

There have been instances where residents have denied utility companies access to PUEs located within fenced yards. While easement documents for newer subdivisions are typically retained, in older parts of the City, the only legal reference to a PUE may be found on the recorded plat. To address this, standard access language has been added to affirm that utility access rights apply to all PUEs—even when original easement documents cannot be located.

Fee and bond amounts have been removed from the City Code and placed into a Fee Schedule, aligning with the structure used by other City departments. Fee amounts were also updated to better reflect those of surrounding communities.

Minor grammatical corrections and procedural clarifications were made throughout the relevant sections for

consistency and clarity.

CITY MANAGER/STAFF RECOMMENDATIONS:

Amend City Code, Chapter 122, to the proposed ordinance amendments.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to accept first consideration of ORDINANCE 2237.

ATTACHMENTS

1. Ordinance Amendment - CHAPTER 122

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 122
NON-FRANCHISE UTILITY ACCOMMODATION
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 122 of the Code of Ordinances to match current standards and practices.

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

That Chapter 122 be and is hereby amended to delete the stricken language and to include the underlined language:

122.01 Purpose	122.11 Permissive Denial
122.02 Permits Required	122.12 Sale, Assignment, or Change In Use
122.03 Installation and Location	122.13 System Expansion
122.04 Company's Duty to Relocate	122.14 System Abandonment
122.05 Temporary Support	122.15 Small Wireless Facility Permit
122.06 Indemnification	122.16 Permit Fees
122.07 Insurance Certificate	122.17 Permit Terms
122.08 Performance Bond	122.18 Revocation
122.09 Submittal of Plans	122.19 Effective Date
122.10 Other Obligations	

122.01 PURPOSE.

The City of Ankeny's (herein after "City") street right-of-way areas are owned by the city primarily for the purpose of vehicular and pedestrian passage and for facilitating the city's essential public services and safety. The city recognizes that it holds the right-of-way within its boundaries as an asset in trust for its citizens. This chapter provides for uniform permitting procedures for the installation and maintenance of private or commercial utility and communication facilities within the City ~~of Ankeny~~ rights-of-way, public utility easements (PUEs), and on city property. This chapter also provides for the recovery of expenses from non-franchise utility companies using the public rights-of-way for private gain.

122.02 PERMITS REQUIRED.

A person, corporation or company (hereafter referred to as "Company") that does not hold a franchise agreement with the City ~~of Ankeny~~ and proposes to install utility or communication facilities within the City ~~of Ankeny~~ right-of-way, within public utility easements (PUEs), or other city property shall be required to obtain permits as provided in this chapter. Furthermore, the Company shall be required to obtain a Right-of-Way Permit in accordance with Chapter 151.

1. The utility accommodation for franchise utility companies is defined by Chapter 364, Powers and Duties of Cities of the Code of Iowa and is included in the Chapters 115 through 121 of the

Code of Ordinances of the City ~~of Ankeny~~. Franchise utilities are thus exempt from the permit requirements of this section.

2. Utility / communication installations that, in the opinion of the ~~public-works-director~~ City Engineer, are not of a significant scope to warrant permitting, shall be exempt from this chapter. Said installations are subject to the requirements of [Chapter 151](#).

3. Small Wireless Facilities are compact, low power wireless communication transceivers generally mounted on street lights or utility poles within the street right-of-way. These specific utility installations are subject to a Small Wireless Facility Permit in accordance with Section 122.15 of this chapter.

4. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa, or as subsequently amended or changed.

122.03 INSTALLATION AND LOCATION.

Subject to the following provisions and conditions, the Company shall have the right to excavate within the street right-of-way or public utility easement (PUE) for the purpose of laying, relaying, repairing or extending pipes, mains, conduits, communication cables and other facilities provided that the same shall be so placed as to not unreasonably interfere with the construction of any water pipes, sewer pipes or the flow of water therefrom, which have been or may hereafter be located by authority of the city.

1. Installation and Maintenance of Service Facilities. The Company's equipment and distribution facilities shall be installed in accordance with good engineering practices and shall be located, constructed, repaired and operated so as not to endanger or interfere with the lives of persons, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic. The construction, repair, maintenance and operation of the Company's facilities shall be in accordance with all applicable laws, ordinances, regulations and codes of the Federal, State and city.

2. Company's Duty to Not Obstruct and to Restore. Company's facilities shall be located as to cause no interference with the proper use of streets and other public ways, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets or other public ways. In making excavations in any streets for the installation of pipes, conduits or apparatus, the Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Said practices shall meet the requirements of the current edition of the Iowa Statewide Urban Standard Specifications, which function as the city standard construction specifications. Any opening or obstruction in the streets or other public ways made by the Company in the course of its operation, pursuant to the authority granted hereunder, shall be guarded and protected at all times by the placement of traffic control, including advance signing, barricades or fencing in accordance with the Manual on Uniform Traffic Control Devices.

3. Underground Installation. All cables, wires, fibers, pipes and conduits installed in connection with any utility system shall be installed underground, except where above-ground connections to buildings or other locations where necessary as verified by the ~~public-works-director~~ City Engineer. Existing wood poles within the right-of-way or public utility easement (PUE) may be

used for above-ground utility installations, if permission is obtained from the owners of said poles and ~~public works director~~ the City Engineer.

4. Limitation of Space. The ~~public works director~~ City Engineer shall have the authority to prohibit the placement of new or additional equipment within the ~~right-of-way~~ right-of-way, public utility easement (PUE), or public property if there is insufficient space available ~~to occupy the right-of-way~~. In making such decisions, the ~~public works director~~ City Engineer shall strive to the extent possible to accommodate all users, but shall be guided primarily by considerations of the condition of the right-of-way or public utility easement (PUE), the time of year with respect to essential utilities, the protection of existing equipment in the right-of-way or public utility easement (PUE), and future city plans for public improvements and development projects.

5. Company's Duty to Restore Ground Surface. The Company shall, at its own expense and in a timely manner approved by the ~~public works director~~ City Engineer, promptly replace and restore all sod, sidewalk, driveway, or street pavement disturbed by the Companies operations. Said restoration shall provide as good a finished condition as before said work was commenced. All work shall be completed in conformance with current city design and construction standards. If the Company fails to restore the area as required, the City reserves the right to perform the restoration work, and the Company shall be responsible for all associated restoration fees as set forth in the current fee schedule.

6. Right of Access. The City shall have the right of access to the Public Utility Easement (PUE) Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area. Utility Companies shall have the right to access Public Utility Easements (PUE) Area for means of locating and repairing existing utilities, installation of new utilities, and inspection of the Public Utility Easement (PUE). If a PUE is enclosed within a fenced off area, gates shall remain unlocked upon request to facilitate access during active construction.

122.04 COMPANY'S DUTY TO RELOCATE.

If at any time, the City ~~of Ankeny~~ undertakes ~~an a-street or utility~~ improvement project and said project alters the street grade, street dimensions or public utility locations such that said improvement project requires the relocation of the Company's facilities along the project corridor, the Company shall complete the relocation at its own expense. Such relocation may include removing, relaying, raising, or lowering underground and/or overhead facilities or other equipment. The Company's relocation work shall be completed in a timely manner and coordinated with the said City improvement project so that the construction of the City project is not delayed. For specific City improvement projects, the Company shall relocate their facilities prior to the scheduled construction start date when provided with at least a 120 day notice by the City. If the Company fails to relocate their facilities prior to the scheduled construction start date, the City shall withhold the approval of any permits for installation of the Company's facilities unrelated to the relocation(s) required for the City improvement project(s).

122.05 TEMPORARY SUPPORT.

When a city crew or a city contractor performs work in the right-of-way, public property, or a public utility easement (PUE) and finds it necessary to maintain, support, or temporarily move a

Company's equipment in order to protect it, the costs associated therewith will be billed to that Company. In such event, the ~~public works director~~ City Engineer shall notify the affected Company of the action the city intends to take with respect to such equipment and shall afford such company the opportunity to take the action necessary to support or temporarily move its equipment to facilitate the city operation.

122.06 INDEMNIFICATION.

The Company shall indemnify and ~~holdsave~~ harmless the city from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction or maintenance of the utility facilities authorized by this ordinance; However, the Company shall not be obligated to defend, indemnify and save harmless the city for any costs or damages to the extent arising from the negligence of the city, its officers, employees or agents.

122.07 INSURANCE CERTIFICATE.

Before any permit shall be issued, the applicant shall submit or have on file with the City ~~of Ankeny~~ a certificate of insurance evidencing the existence of liability insurance deemed adequate by the city to cover the risk presented by the work being undertaken in the right-of-way or public utility easement (PUE). The type and limits of insurance shall meet the requirements of the current edition of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, Section 1070, with the city listed as an additional insured party on the certificate.

122.08 PERFORMANCE BOND.

Before any permit shall be issued, the applicant shall post a performance bond with the City ~~of Ankeny~~ to cover the expenses necessary to restore disturbed surfaces, repair existing pavements, replace sod, replace landscaping and otherwise provide restoration of the right-of-way, public property, or public utility easement (PUE) that is disturbed by the construction associated with the utility installation within the right-of-way, public property, or public utility easement (PUE). ~~See schedule of fees for the bond amount. The amount of the bond shall be \$10,000.00 unless~~ T~~he~~ ~~public works director~~ City Engineer can determines that a larger amount is necessary to be sufficient to cover the cost of restoring the right-of-way, public property, or public utility easement (PUE) to its proper and required condition pursuant to the city's standard construction specifications. The performance bond shall be a surety bond in accordance with the requirements of the current edition of the SUDAS Standard Specifications, Section 1070.

1. If the Company fails or neglects to properly restore the right-of-way, public property, or public utility easement (PUE) to its proper condition within a reasonable time after notice by the ~~public works director~~ City Engineer of such failure or neglect, or fails to pay restoration costs incurred by the city to cure, the restoration costs as certified by the ~~public works director~~ City Engineer shall be promptly paid by the Company or bonding company as the case may be.

2. In lieu of filing a performance bond in connection with each separate permit application, an applicant with numerous concurrent utility projects may, at the discretion of the ~~public works director~~ City Engineer, be allowed to post with the City ~~of Ankeny~~ an alternate form of security in the form of an annual performance bond, letter of credit, certificate of deposit, or certified check in an amount deemed sufficient by the ~~public works director~~ City Engineer, but in no

event less than the bond amount shown in the schedule of fees \$10,000.00 per utility installation, to secure the applicant's performance of the restoration work which the applicant will become responsible for during the next 12-month period.

122.09 SUBMITTAL OF PLANS.

The Company that intends to construct new facilities or intends to undertake a major maintenance project within the right-of-way, public property, or public utility easement (PUE) shall submit construction plans to the ~~public works department~~ City. Such plans shall be submitted using a format designated or approved by the ~~public works director~~ City Engineer and shall contain the information determined by the ~~public works director~~ City Engineer to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions within the right-of-way, public property, or public utility easement (PUE). The plan shall include but not be limited to the following information: (i) existing utilities and ground features that are readily available. (ii) the specific locations and the beginning and ending points of all equipment and facilities to be installed. (iii) information indicating the horizontal and vertical locations, relative to the boundaries of the right-of-way, public property, or public utility easement (PUE), of all equipment which is proposed for installation within any right-of-way, public property, or public utility easement (PUE). (iv) requirements set forth in the General Conditions for Work in Public Right of Way document.

122.10 OTHER OBLIGATIONS.

Obtaining a permit to install utility equipment in the City ~~of Ankeny~~ right-of-way, public property, or public utility easement (PUE) does not relieve the Company of the duty to obtain all other necessary permits, licenses, and authority required by the Iowa Department of Transportation, Polk County or other state and federal rules, laws or regulations. The Company shall comply with all requirements of local, state and federal laws, including I.C. § 480.1~~Iowa Code Chapter 480, Underground Facilities Information -et seq., pertaining to underground facilities information~~ (Iowa One-Call excavation notice system).

122.11 PERMISSIVE DENIAL.

The ~~public works director~~ City Engineer may deny a permit request in order to protect the public health, safety and welfare; to prevent interference with the safety and convenience of ordinary travel over the right-of-way; or when necessary to protect the right-of-way and its users. In determining to deny a permit, the ~~public works director~~ City Engineer will consider the following factors: (i) the extent to which right-of-way space is available; (ii) the competing demands for the particular space in the right-of-way; (iii) the availability of other locations or other right-of-way.

122.12 SALE, ASSIGNMENT, OR CHANGE IN USE.

The Company shall not transfer its equipment located in the right-of-way, public property, or public utility easement (PUE) or its business to any other entity without giving the City ~~of Ankeny~~ a ninety (90)-day prior written notice of such proposed transfer. The ~~City~~ may refuse consent to a proposed transfer if it determines that the proposed transferee lacks the expertise, experience, financial resources or sufficient personnel required to maintain the said equipment and/or the right-of-way, public property, or public utility easement (PUE) associated therewith.

122.13 SYSTEM EXPANSION.

The Company shall not expand, enlarge, or change the use of its equipment within the right-of-way, public property, or public utility easement (PUE) without giving the city a ninety (90)-day

prior written notice of such proposed change in use and without obtaining the prior written consent of the ~~public works director~~ City Engineer to such change in use. In such notice, the registrant shall clearly and completely set forth the proposed change in use of equipment. Enlarging or expanding an existing utility within the right-of-way, public property, or public utility easement (PUE) will require the same application process and fee requirements as an initial installation of facilities.

122.14 SYSTEM ABANDONMENT.

Any company that abandons or ceases use of its equipment within the right-of-way, public property, or public utility easement (PUE) shall make provisions to remove said equipment from the right-of-way, public property, or public utility easement (PUE) within the next twelve (12) months. Any delay or suspension of this requirement shall be approved by the ~~public works director~~ City Engineer. Unused underground conduits, cables, and pipes may be abandoned in-place (without removal) only upon approval of the ~~public works director~~ City Engineer.

122.15 SMALL WIRELESS FACILITY PERMIT.

Small Wireless Facilities are compact, low power wireless communication transceivers which can be mounted on street lights or utility poles within the street right-of-way or on other ~~e~~City property pending issuance of a permit. Subject to the following provisions and conditions, a company that proposes to install a Small Wireless Facility (SWF) on an existing street light pole within the city right-of-way, on a new pole within the right-of-way, or on other facilities owned by the City ~~of Ankeny~~ within the right-of-way or on city property, shall be subject to a Small Wireless Facility Permit according to this section.

1. Said Small Wireless Facility installations are subject to the requirements of [Chapter 151](#) in addition to the requirements of this section.
2. The SWF permit and corresponding fee applies only to the spot facility installation. The permits identified in Section 122.02 and subsequent sections of this chapter shall apply to any wiring and conduits that are installed within the right-of-way, public property, or public utility easement (PUE) to provide power or fiber optics to the SWF.
3. Locations of Small Wireless Facilities: The strong preference for locations of SWF's within Ankeny are on non-City owned poles and infrastructure. If city infrastructure must be used, it shall be on streetlights, buildings or towers. SWF installations shall be restricted from city traffic signal poles due to the complexity of the signal systems present in the poles. Also, the city traffic signals are located at high-traffic volume intersections where SWF installations would create safety hazards and disruption to traffic.
 - A. SWF installations shall be located as far as feasible from residential neighborhoods. Installations along some of Ankeny's main corridors may not be possible due to the quantity of existing utilities within those corridors. Alternate locations will be coordinated with the City.
 - B. New poles that are installed within the right-of-way to facilitate a SWF installation shall meet the requirements of the zoning district that applies to the adjacent property, including height and appearance. Said new poles shall match the height of any surrounding poles. SWF installations on new poles will be considered by the city only after exhausting options for SWF installations on existing poles.

C. A separation distance of at least one city block or approximately 300 feet shall be maintained between SWF installations. A lesser distance may be allowed by the city when it is justified by the applicant due to coverage or service gap issues.

4. Aesthetics: Small Wireless Facility installations shall be completed with regard to the aesthetics of the surroundings. The SWF equipment shall match the color, dimensions and style of the host pole and nearby poles as closely as possible. For SWF installations that include the replacement of a street light pole, the replacement pole shall match the color, dimensions, height and style of the existing street light pole. For uniformity of lighting, any replacement street light poles shall have the same fixture type and wattage as the existing street light.

A. Uptown Ankeny and The District at Prairie Trail are special commercial districts within Ankeny that have black decorative street lights. SWF installations within these districts will need to utilize existing poles or replacement poles that match the exact style of the existing decorative street lights.

B. Screening: If a SWF installation does not aesthetically blend in to the surrounding environment, screening of the equipment may be required by the City. Screening features shall be approved by the city and may include camouflage treatments or solid coverings that fully mask the SWF equipment from view and environmentally match the surrounding.

C. For a SWF installation within the right-of-way, no other above-ground equipment such as accessory structures or cabinets at-grade will be allowed.

D. The total volume of the equipment and fixtures that comprises a SWF shall not exceed 28 cubic feet exclusive of the antenna. No guy wires or other auxiliary supports can be used to fortify a SWF installation.

5. Structural Certification: As part of the permit application process, each SWF installation shall be certified by a professional engineer licensed in Iowa that the installation will be structurally sound in accordance with applicable standards including the National Electric Safety Code, ANSI, TIA, and EIA standards.

6. Discontinuation and Relocation: If an SWF is no longer needed, the service provider shall immediately inform the city. Any SWF within the city that is no longer in operation shall be considered abandoned and shall be removed by the service provider within 12 months.

A. If the city undertakes a street or utility project that will require the relocation or modification of an existing SWF, the service provider shall accommodate the City project by scheduling and completing the relocation or modification so that the City project is not delayed in accordance with Sections 122.04 and 122.05 of this chapter. All costs associated with the relocation or modification of the SWF shall be the responsibility of the service provider.

122.16 PERMIT FEES.

Fees for the various permits as specified in this section shall be paid by the Company prior to the occupation and use of the right-of-way by the Company for the provision of utility enterprise services.

1. Right-of-Way Permit Fee: A right-of-way permit fee as stipulated in [Chapter 151](#) - Excavations shall be charged to the Company for each permit application.

2. Plan Review Fee: A plan review fee shall be charged to the Company when submitting plans and specifications for a new or expanded utility installation of at least Three Hundred (300) feet in length or for a utility equipment installation within the right-of-way, public property, or public utility easement (PUE) that, in the opinion of the ~~public works director~~ City Engineer, is of sufficient scope and complexity to require an in-depth review by city staff. The plan review fee is intended to recover the salary, benefits, and overhead costs to the city of the city employees reviewing such plans and specifications.

3. Occupancy Permit Fee: The Company shall pay an occupancy permit fee based on the amount of equipment that is proposed to be installed within the City ~~of Ankeny~~ street right-of-way or public utility easement (PUE), measured in equivalent lineal feet as stipulated as follows. The occupancy permit fee shall be determined by multiplying that user's number of equivalent lineal feet of equipment in city right-of-way or public utility easement (PUE) by the fee amount set forth as follows.

A. The occupancy permit fee shall reflect the diminution in the functional utility of the right-of-way, public property, or public utility easement (PUE) for use by the city and shall be based upon such factors as the value of private property abutting the right-of-way to be used and the Company's avoided cost in using the city right-of-way, public property, or public utility easement (PUE) as opposed to establishing a private easement.

4. Schedule of Permit Fees: The ~~following~~ permit fees shall be paid by the Company for each separate utility installation, in conformance with the requirements of Iowa Code Chapter 480A. These fee amounts shall be in effect until such time that the fee amounts are amended by the city council by resolution. See current adopted fee schedule for fee amounts. The oversize occupancy permit fees for linear underground installations that occupy a width greater than 2 feet and vault/manhole structures greater than 6 feet in width shall be prorated by the City Engineer, based on the width dimensions and the said fee for a 2-foot occupation width.

~~—A. Right of Way Permit Fee = (per Chapter 151)~~

~~—B. Plan Review Fee = \$300.00~~

~~—C. Occupancy Permit Fee:~~

~~—• \$200.00 for linear utility installations within the right-of-way of a length of 1,500 feet or less.~~

~~—• \$0.15 per lineal foot for linear utility installations within the right-of-way of a length greater than 1,500 feet.~~

~~—• The occupancy permit fees for linear underground installations that occupy a width greater than 2 feet and vault/manhole structures greater than 6 feet in width shall be prorated by the public works director, based on the width dimensions and the said fee for a 2-foot occupation width.~~

5. Small Wireless Facility Permit Fees: The Federal Communications Commission (FCC) issued a Declaratory Ruling and Third Report and Order dated September 18, 2018 which clarified the scope and meaning of the Communications Act Sections 253 and 332(c)(7). This document established the compensation to states and cities for permitting a Small Wireless Facility (SWF) to be installed within the said jurisdiction's rights-of-way or property. The total

amount of fees for processing or issuing a single permit, including any fees charged by third parties, shall be as the following:

A. Five Hundred Dollars (\$500) for a single up-front application that includes up to five SWFs.

B. One Hundred Dollars (\$100) for each SWF beyond five in a single application.

6. Permit Fee Adjustments: The total amount of fees shall be adjusted every five years to reflect any increases or decreases in the consumer price index, and as dictated by Federal requirements as stipulated in the Communications Act Sections 253 and 332(c)(7).

7. The City reserves the right to adjust the schedule of permit fees by resolution at any time based on the management expenses expended by the city and the value of the property occupied by the Companies.

122.17 PERMIT TERMS.

The Utility Permits issued under this chapter shall be issued by the ~~public works director~~ City Engineer ~~for a maximum term of five years, with automatic renewal after the five-year term for a period determined by the City's current permit policy~~ unless the city issues a notice of revocation per section 122.18 of this chapter.

122.18 REVOCATION.

If, during the term of any permit, the ~~public works director~~ City Engineer determines that the permit should be revoked due to the Company's failure to comply with the requirements stated in this chapter including, but not limited to, a failure to comply with the city on previous projects, failure to timely pay the required fees, or if continued use of the equipment would be a risk to public health, safety and welfare, the ~~public works director~~ City Engineer shall provide a ninety (90)-day notice of intent to revoke such permit.

1. Upon the effective date of revocation as provided in the ~~public works director~~ City Engineer's notice, the Company shall be required to cease its use and occupancy of the right-of-way, public property, or public utility easement (PUE) and to remove or relocate its equipment within the following One Hundred Twenty (120) days.

122.19 EFFECTIVE DATE.

This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

PASSED at Ankeny, Iowa, this 15th day of September, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

**1st Con 8/18/25
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

August 18, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Dustin Graber, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Ord 2238 An Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 151, Excavations.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED

Ordinance – 1st Reading

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

Language regarding Public Utility Easements (PUEs) has been added to areas where an Excavation in the ROW Permit is required. While PUEs are commonly considered part of the City's ROW, many residents misunderstand what is, and is not, officially included. The inclusion of PUE language eliminates this ambiguity by clearly establishing the City's authority to permit and regulate excavation activities within these easements.

When the City created the position of City Engineer, the responsibilities for overseeing new obstructions in the ROW, approving Iowa DOT permits, and managing ROW excavations for CIP projects were assigned to the City Engineer. Accordingly, references to the Public Works Director have been replaced with "City Engineer or authorized agent" to reflect current City practices.

Additional provisions have been included requiring utility companies to submit as-built drawings when requested by the City. This ensures installed infrastructure matches the approved plans, especially in cases where past installations occurred at incorrect locations or depths.

Fee and bond amounts have been removed from the City Code and placed into a Fee Schedule, aligning with the structure used by other City departments. Fee amounts were also updated to better reflect those of surrounding communities.

Minor grammatical corrections and procedural clarifications were made throughout the relevant sections for consistency and clarity.

CITY MANAGER/STAFF RECOMMENDATIONS:

Amend City Code, Chapter 151, to the proposed ordinance amendments.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to accept first consideration of ORDINANCE 2238.

ATTACHMENTS

1. Ordinance Amendment - CHAPTER 151

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 151, EXCAVATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 151 of the Code of Ordinances to match current standards and practices.

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

That Chapter 151 be and is hereby amended to delete the stricken language and to include the underlined language:

151.01 Excavations Permitted on Private Property; Restoration Required	151.05 Restoration of Unpaved Streets
151.02 Requirements for Excavations on Public Property	151.06 Utility Connections; Inspection Requirement
151.03 Right-of-Way Permit - Requirements and Fee	151.07 Safeguards
151.04 Restoration of Paved Streets	151.08 Refusal to Issue Permit

151.01 EXCAVATIONS PERMITTED ON PRIVATE PROPERTY; RESTORATION REQUIRED.

1. All trenches, holes or excavations on private property reasonably necessary for the construction of basements, cellars, buildings, appurtenances, or improvements thereto, or if made for the purpose of installing gas, water or underground utilities, shall be permitted; provided, said trenches, holes or excavations shall be refilled, re-graded or otherwise covered within thirty (30) days after the date of their excavation.
2. The provisions of subsection 1 shall not be deemed to apply to any excavation made for the purpose of constructing a basement, cellar or footing if construction of said basement, cellar, or footing has commenced within said 30-day period.
3. The time provided in subsection 1 may be extended, in writing, for additional periods of thirty days only upon a showing by the titleholder or any duly authorized agent that, due to weather conditions or other factors over which the applicant has no control, compliance with subsection 1 would create unreasonable hardship.
4. If the Council finds, for good cause shown, good reason exists for allowing an excavation to remain open in contravention of this section, the Council may, by resolution, require that the property owner erect a fence or other appropriate safeguards around the excavation until such time as the construction is complete or the excavation refilled.

151.02 REQUIREMENTS FOR EXCAVATIONS ON PUBLIC PROPERTY AND PUBLIC UTILITY EASEMENTS (PUE).

No person shall enter the public right-of-way, public property, or public utility easements (PUE) to excavate, bore, tunnel, or otherwise construct within the said right-of-way, public property, or public utility easements (PUE), break up any street, or alley or other public place of in the City of Ankeny (Herein after “City”), or cut into or remove any public sidewalk, curb, crossing or pavement for the purpose of making any gas, water, sewer, or underground utility connections; or for the setting of poles, or laying of mains, pipes or conduits, without first obtaining a right-of-way permit from the ~~Public Works Director~~City Engineer.

151.03 RIGHT-OF-WAY PERMIT - REQUIREMENTS AND FEE.

1. A right-of-way permit application shall be obtained and submitted to the ~~Public Works Director~~City Engineer which conveys the extent and purpose of the contemplated work; the time when same is proposed to be done, for whom and in connection with what property; in what street, alley or public ground the excavation is to be made and its location thereon; to what street main the connection is to be made; and the name of the person engaged in doing the work and the person in charge thereof.

2. Permit Form. A permit application ~~form~~ is available ~~from the Public Works Director~~ online on the City’s website. Said form, The Application when completed, will include the above required information.

3. Insurance Requirements. Right-of-way permit applications shall be accompanied by an insurance certificate unless the applicant already has an insurance certificate on file with the ~~Public Works Department~~City that is still in effect. The insurance certificate shall meet the limits, requirements, indemnifications and coverage according to the Statewide Urban Design and Standard Specifications (SUDAS), Section 1070 – Part 3.02 Insurance Requirements.

4. Indemnification. All applications for a right-of-way permit shall contain a stipulation that the applicant shall indemnify and hold harmless the city from any and all costs, expenses or liability for damages or injuries to persons or property or liability of any kind whatsoever arising from any work by the applicant for which the permit is issued.

5. Bond. If the ~~Public Works Director~~City Engineer determines in his or her sole discretion that a right-of-way permit applicant’s proposed use of the right-of-way poses a risk of damage to the right of-way, the ~~Director~~City Engineer may require such applicant to post a surety bond before the permit is issued. Such bond, if required, shall be in the minimum amount of \$5,000.00 as shown in the current fee schedule -or such other amount determined by the ~~Public Works Director~~City Engineer to be sufficient to cover the anticipated cost of damage to the right-of-way; and shall be conditioned to ensure that the right-of-way is restored in a timely manner and before the specified approximate completion date.

6. Fee. ~~Each permit application shall be accompanied with a fee of \$40.00 per individual application to cover the costs incurred by the City in managing the rights-of-way. See current fee schedule.~~

7. Within sixty (60) days of installation of any equipment and/or facilities placed in the right-of-way, public property, or public utility easement (PUE), the City shall have the right to request a complete set of as-built drawings be provided, if constructed equipment and/or facilities do not

match locations shown on the original City approved permit. The as-built drawings shall be provided in an electronic form compatible with the City's mapping system. The as-built drawings shall be to scale and depict the location of the facilities installed. The as-built drawings shall be provided within thirty (30) days of a written request sent to the permit applicant.

8. Company's Duty to Restore Ground Surface. The Company shall, at its own expense and in a timely manner approved by the City Engineer or authorized agent, promptly replace and restore all sod, sidewalk, driveway, or street pavement disturbed by the Companies operations. Said restoration shall provide as good a finished condition as before said work was commenced. All work shall be completed in conformance with current City design and construction standards. If the Company fails to restore the area as required, the City reserves the right to perform the restoration work, and the Company shall be responsible for all associated restoration fees as set forth in the current fee schedule.

9. Right of Access. The City shall have the right of access to the Public Utility Easement (PUE) Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area. Utility Companies shall have the right to access Public Utility Easements (PUE) Area for means of locating and repairing existing utilities, installation of new utilities, and inspection of the Public Utility Easement (PUE). If a PUE is enclosed within a fenced off area, gates shall remain unlocked upon request to facilitate access during active construction.

151.04 RESTORATION OF PAVED STREETS.

The work of refilling any opening, trench or excavation in any paved street or alley, replacing the pavement and restoring the same to proper condition, and refilling any opening or excavation in any unpaved street, shall be done under the direction of the ~~Public Works Director~~City Engineer and in accordance with the approved city construction specifications.

1. Open excavations that restrict the movement of traffic on City streets must be backfilled, restored and reopened to traffic before the end of the work day, unless approved otherwise by the ~~Public Works Director~~City Engineer.

151.05 RESTORATION OF UNPAVED STREETS.

Whenever any opening, trench or excavation is made in an unpaved street not ordered by the Council to be paved, the person making such opening, trench or excavation shall refill the same with earth, thoroughly settled by tamping, under the direction of the ~~Public Works Director~~City Engineer in accordance with the approved city construction specifications.

151.06 UTILITY CONNECTIONS; INSPECTION REQUIREMENT.

All public utility connections shall be left exposed and the excavation for the same unfilled until inspected by the ~~Public Works Director~~City Engineer. It shall be the duty of any person making any excavation for such connections to notify the ~~Public Works Director~~City Engineer at the time such connection is completed and the excavation is ready to be refilled, in order that the same may be properly inspected.

151.07 SAFEGUARDS.

All excavations or trenches in streets, alleys or on public grounds of the City shall be guarded by proper traffic control devices according to the current *Manual on Uniform Traffic Control Devices* as prescribed by the ~~Public Works Director~~City Engineer. Every person making an excavation shall maintain the traffic control devices required by this section until the work zone is considered suitable for re-opening to traffic according to the ~~Public Works Director~~City Engineer.

151.08 REFUSAL TO ISSUE PERMIT.

The ~~Public Works Director~~City Engineer may refuse to issue the permits provided for in this chapter to any former permit holder who has intentionally violated the sections of this Code relating to working within the right-of-way or public utility easement (PUE), failed to pay fees, or who has failed to conform to the requirements of any previously issued permit.

PASSED at Ankeny, Iowa, this 15th day of September, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

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