



ANKENY CITY COUNCIL

Regular Meeting

Monday, November 21, 2022

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the November 21, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the November 21, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-67 Proposed voluntary urbanized annexation of certain territory owned by NGR, Inc.

Action# C1-1. Consider motion to close Public Hearing 2022-67.

2. PH 2022-68 Proposed voluntary non-urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by DRA Properties, LC.

Action# C2-1. Consider motion to close Public Hearing 2022-68.

3. PH 2022-69 Proposed Cherry Glen Ballfield Development

Action# C3-1. Consider motion to close Public Hearing 2022-69.

4. PH 2022-70 Proposed Issuance of Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes

Action# C4-1. Consider motion to close Public Hearing 2022-70.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION:

1. Library Board of Trustees

E. APPROVAL OF CONSENT AGENDA:

• **Minutes**

- CA - 1** Approval of official council actions of the regular meeting of November 7, 2022, 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 October 4, 2022.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of September 7, 2022.
- CA - 4** Receive and file minutes of the Ankeny Economic Development Council from April 22, 2022.
- CA - 5** Receive and file minutes of the Civil Service Commission meeting of October 10, 2022.

• **Licenses and Permits**

- CA - 6** Consider motion to approve the issuance of liquor license(s) and/or beer / wine

permit(s) in the City of Ankeny.

- **Finance/Budget**

- CA - 7** Consider motion to receive and file Financial Reports for October 2022.
- CA - 8** Consider motion to receive and file Building Permit Report for October 2022.
- CA - 9** Consider motion to receive and file Utility Billing Report for October 2022.
- CA - 10** Consider motion to approve Change Order #1 decreasing the contract amount by \$75.00 to Communication Data Link for construction services on the N Ankeny Blvd Fiber Optic Upgrade project.
- CA - 11** Consider motion to approve Change Order #1 increasing the contract amount by \$18,287.50 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 12** Consider motion to approve Change Order #1 increasing the contract amount by \$9,115.30 to Howrey Construction, Inc., for construction services on the Bellagio Park Improvements project.
- CA - 13** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$15,444.52 with Kirkham Michael & Associates Inc. for design engineering services on the Westwinds Storm Sewer Extension - SW Westwinds Drive project.
- CA - 14** Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$255,300.00 with Snyder & Associates for construction services on the High Trestle Trail Transmission Water Main and Drainage Improvements project.
- CA - 15** Consider motion to approve Payment #7 in the amount of \$304,390.02 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 16** Consider motion to approve Payment #6 in the amount of \$62,994.02 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 17** Consider motion to approve Payment #30 in the amount of \$17,293.25 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 18** Consider motion to approve Payment #1 in the amount of \$97,584.95 to Communication Data Link, for construction services on the N Ankeny Blvd Fiber Optic Upgrade project.
- CA - 19** Consider motion to approve Payment #7 in the amount of \$4,324.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 20** Consider motion to approve Payment #2 in the amount of \$286,943.93 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 21** Consider motion to approve Payment #3 in the amount of \$2,160.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
- CA - 22** Consider motion to approve Payment #2 in the amount of \$229,510.79 to Howrey Construction, Inc., for construction services on the Bellagio Park Improvements project.

- CA - 23** Consider motion to approve Payment #16 in the amount of \$30,205.00 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 24** Consider motion to approve Payment #8 in the amount of \$91,841.25 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
- CA - 25** Consider motion to approve Payment #4 in the amount of \$21,080.25 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 26** Consider motion to approve Payment #2 in the amount of \$9,910.40 to Priority Excavating LLC, for construction services on the N Ankeny Blvd Water Main project.
- CA - 27** Consider motion to approve Payment #8 in the amount of \$6,887.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 28** Consider motion to approve Payment #6 in the amount of \$1,933.25 to RedBud LLC for work on the 2022 Native Vegetation Maintenance project.
- CA - 29** Consider motion to approve Payment #16 in the amount of \$284,168.06 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 30** Consider motion to approve Payment #7 in the amount of \$247.56 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
- CA - 31** Consider motion to approve Payment #4 in the amount of \$21,603.75 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 32** Consider motion to approve Payment #23 in the amount of \$26,221.65 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 33** Consider motion to approve Payment #7 in the amount of \$191,883.32 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.
- CA - 34** Consider motion to approve Payment #2 in the amount of \$561,483.67 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.
- CA - 35** Consider motion to approve the November 21, 2022 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)
- CA - 36** Consider motion to adopt **RESOLUTION** approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.
- CA - 37** Consider motion to adopt **RESOLUTION** approving debt certification forms, appropriating funds and directing filing of certifications.
- CA - 38** Consider motion to receive and file Street Finance Report for the Iowa Department of Transportation for fiscal year 2022 - July 1, 2021 through June 30, 2022.

- **Personnel Items**

- CA - 39** Consider motion to accept the Civil Service Commission certified list for appointment to Fire Department Office Manager, subject to passing any further

departmental requirements.

- **Community Development Items**

- CA - 40** Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, parkland dedication agreement, and authorizing cost-participation for upsizing of public water main for First Street Commons Plat 2.
- CA - 41** Consider motion to adopt **RESOLUTION** accepting the final plat for Christian Juon Estates Plat 3, subject to applicable Polk County Subdivision requirements in lieu of City of Ankeny Subdivision Regulations.

- **Engineering Items**

- CA - 42** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Riordan Partners, LLC)
- CA - 43** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (William B. and Kirsten Goble)
- CA - 44** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (James McNamara and Kelli Rae Powell)
- CA - 45** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer easement and temporary construction easement for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa. (Community State Bank NA)
- CA - 46** Consider motion to adopt a **RESOLUTION** authorizing the execution of a Cooperative Agreement For Primary Road Project funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.
- CA - 47** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a hold harmless agreement allowing Scott and Shasta Gamble to place a pool, walkway, pool shed, and fence in a portion of the City's Storm Sewer, Pond Access, and Drainage Easement on a part of Lot 32, The Grove Plat 6.
- CA - 48** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main in the Prairie Trail Sports Complex-The Diamond project.
- CA - 49** Consider motion to adopt **RESOLUTION** accepting public improvements in Ryan Warehouse II (Chapman Brothers Plat 3) for utilities and subgrade prep.
- CA - 50** Consider motion to adopt **RESOLUTION** accepting public improvements in Ryan Warehouse II (Chapman Brothers Plat 3) for paving.
- CA - 51** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of storm sewer in the Pine Lake Estates Interim Grading Improvements project.

- **Capital Improvement Projects**

- CA - 52** **2022 PCC Pavement Preservation Program:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$10,986.08; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Civil Contracting, Inc. in the amount of \$367,035.28; and d) Final Payment #3 in the amount of \$627.00; and Retainage Payment in the amount of \$18,351.77.
- CA - 53** **2022 Pedestrian Ramp Improvements Program - Briarwood:** Consider motion to approve:
a) Final Change Order #1 increasing the contract amount by \$5,985.51; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Shekar Engineering, PLC in the amount of \$131,502.47; and d) Final Payment #2 in the amount of \$90,180.68 / Release of Retainage in the amount of \$6,575.12.
- CA - 54** **SW Des Moines Street - Prairie Trail to magazine Native Planting:** Consider motion to: a) accept the Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Redbud Landscaping, LLC in the amount of \$79,596.00; and c) approve Final Payment #11 in the amount of \$4,797.50; and Retainage Payment in the amount of \$3,979.80.
- CA - 55** **Diamond Hills Greenway - Stream Repairs:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$1,747.12; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with On Track Construction LLC in the amount of \$299,747.12; and d) Final Payment #3 in the amount of \$56,525.94; and Retainage Payment in the amount of \$14,987.36.
- CA - 56** **2022 Shade Canopy Assembly and Installation Project:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Brothers Cleaning Corporation in the amount of \$56,330.00; c) Change Order #1 for \$2,200.00; d) Final Payment #1 in the amount of \$53,513.50 / Release of Retainage in the amount of \$2,816.50.
- CA - 57** **Rock Creek Greenway Trail Improvements:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Brothers Cleaning Corporation in the amount of \$117,430.00; c) Final Payment #2 in the amount of \$5,890.00 / Release of Retainage in the amount of \$5,871.50.

- **Administrative Items**

- CA - 58** Consider motion to authorize the Mayor to sign an amended Automatic Aid Agreement with Polk City.
- CA - 59** Consider motion to approve an Intergovernmental Transfer of Public Funds Agreement between the Iowa Department of Human Services and the Ankeny Fire Department.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-59

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-59

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2122 An Ordinance amending Chapter 94.05 of the Municipal Code of the City of Ankeny, Water Connection Districts Established.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2122, sending it on its final passage and publication as required by law.

2. Ord 2123 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by DRA Properties, LC.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2123, sending it on its final passage and publication as required by law.

3. Ord 2124 An Ordinance vacating a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Park Plat 1, east of SW School Street at the SW 18th Street intersection.

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2124, sending it on its final passage and publication as required by law.

Action# H3-2. Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to Prairie Trail Commercial, LLC.

4. Ord 2125 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre.

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2125.

5. Ord 2126 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC.

Action# H5-1. Consider motion to accept second consideration of ORDINANCE 2126.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed voluntary urbanized annexation of certain territory owned by NGR Inc. (PH 2022-67)

Action# J1-1. Consider motion to receive and file the September 26, 2022 Consultation Meeting Report.

Action# J1-2. Consider motion to adopt RESOLUTION annexing certain territory owned by NGR. Inc.

2. Proposed Cherry Glen Ballfield Development (PH 2022-69)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$588,941.50; 2) receive and file report of bids received November 15, 2022; 3) adopt RESOLUTION making award of construction contract with

**Musco Lighting dba Iowa Sports Turf in the amount of \$588,029.01; and 4)
adopt RESOLUTION approving contract and bonds with Musco Lighting dba Iowa Sports
Turf in the amount of \$588,029.01.**

3. Proposed NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard
Initiate Proceedings

**Action# J3-1. Consider motion to adopt RESOLUTION ordering construction on the NW
18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project and fixing a
date for hearing thereon and taking of bids therefor. (date of bid opening: 12/13/22 @ 10:30
A.M. / date of hrg: 12/19/22 @ 5:30 P.M.)**

4. Proposed NE Crestmoor Place Sanitary Sewer Replacement Project
Initiate Proceedings

**Action# J4-1. Consider motion to adopt RESOLUTION ordering construction on the NE
Crestmoor Place Sanitary Sewer Replacement Project and fixing a date for hearing thereon
and taking of bids therefor. (date of bid-letting: 12/13/22 @ 10:30 a.m./date of hrg: 12/19/22
@ 5:30 p.m.)**

5. Renewal of Ankeny's Targeted Industry Incentive Policy (previously called the Local Business
Investment Policy)

**Action# J5-1. Consider motion to adopt RESOLUTION approving a "Targeted Industry
Incentive Policy" in the City of Ankeny, Iowa**

6. Proposed application for a State Revolving Fund (SRF) loan and to make available to the public
the contents of an environmental information document and the City's project plan.

**Action# J6-1. Consider motion to set public hearing to review an application for a State
Revolving Fund (SRF) loan and to make available to the public the contents of an
environmental information document and the City's project plan and direct City Clerk to
publish notice 30 days prior to hearing (date of hrg: 1/3/23 @ 5:30 p.m.).**

7. Proposed Issuance of Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes (PH 2022-
70)

**Action# J7-1. Consider motion to adopt RESOLUTION instituting proceedings to take
additional action for the authorization of a loan and disbursement agreement and the
issuance of not to exceed \$3,000,000 Water Revenue Capital Loan Notes.**

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

City Council Members:

*Council Member Bentz
Council Member Perry
Council Member Ruddy
Council Member Shafer
Council Member Stearns*

- **Future Council Agenda Items:**

- ***Public Hearing - NW Northlawn Area Utility Improvements - Phase 2 - 12/5/22 @ 5:30 p.m.***
- ***Public Hearing - NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd - 12/19/22 @ 5:30 p.m.***
- ***Public Hearing - NE Crestmoor Place Sanitary Sewer Replacement - 12/19/22 @ 5:30 p.m.***
- ***Public Hearing - Annexation - DRA Properties, LC - 12/19/22 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan - 1/3/23***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtNVDhNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the November 21, 2022 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the November 21, 2022 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-67:

Proposed voluntary urbanized annexation of certain territory owned by NGR, Inc.

EXECUTIVE SUMMARY:

NGR Inc., the owners of the subject area, have requested to be voluntarily annexed into the City of Ankeny. The annexation area consists of one parcel approximately 31.23 acres (+/-) in size and approximately 1.17 acres (+/-) of County right-of-way. The proposed annexation is contiguous with the corporate boundary of Ankeny and includes all adjacent road right-of-way to the centerline of the adjacent road right-of-way. The Ankeny Plan 2040 Future Land Use Map identifies the subject area as being suitable for Airport Business Park (APB) uses and Open Space (OS). Should the annexation be approved, the subject area will be assigned the R-1, One-Family Residence District zoning classification, as is the standard procedure for all newly annexed properties into Ankeny.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council initiated the NGR Four Mile Drive Annexation at their meeting on September 6, 2022.

The Plan and Zoning Commission recommended City Council approval of the NGR Four Mile Drive Annexation at their meeting on September 20, 2022.

PUBLIC OUTREACH EFFORTS:

Consultation meeting held on September 26, 2022.

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-67.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 P&Z Minutes
 Staff Report
 Aerial Map
 Annexation Map
 Annexation Exhibit
 Annexation Application
 Consultation Meeting Report



PUBLIC HEARING 2022-67

5:30 P.M.

NOVEMBER 21, 2022

**PROPOSED ANNEXATION OF CERTAIN TERRITORY LOCATED TO THE SOUTHEAST
QUADRANT OF ANKENY OWNED BY NGR, INC.**

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory owned by NGR, Inc.

Layman's Description: Approximately 32.40 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of SE Four Mile Drive and 3/4 - mile north of SE Corporate Woods Drive.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 28th day of October, 2022.

Mayor:

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

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 annexation."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-67.

Mayor:

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

RESOLUTION

RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED TO THE SOUTHEAST QUADRANT OF ANKENY OWNED BY NGR, INC.

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

LEGAL DESCRIPTION:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

The annexation also includes any and all County road right-of-way to the centerline of the adjacent road.

LAYMAN'S DESCRIPTION:

Approximately 32.40 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of SE Four Mile Drive and ¾-mile north of SE Corporate Woods Drive.

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

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

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

WHEREAS, the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described territory should be annexed and is hereby annexed to and made a part of the City of

Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(3).

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

PASSED AND APPROVED this 21st day of November, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, September 20, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the September 20, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #8. NGR, Inc. request for voluntary annexation of property into the City of Ankeny

B.Morrissey reported NGR, Inc. is requesting to annex property into the City of Ankeny. He stated the subject area is located east of SE Four Mile and $\frac{3}{4}$ of a mile north of SE Corporate Woods Drive. NGR Inc. is requesting approval of the 100% voluntary annexation of a single parcel of land and the county right-of-way adjacent to the eastern boundary of Ankeny's Corporate Limits, totaling 32.40-acres. He noted that the land is currently zoned Low Density Residential under Polk County zoning regulations and is currently being utilized for agricultural purposes. B.Morrissey presented The Ankeny Plan 2040 Future Land Use Map, noting that the land was identified as being located within the City's planning boundary and suitable for Airport Business Park uses and Open Space. He further provided typical uses within these two classifications. B.Morrissey said that, if annexed, the property will initially be zoned R-1, One-Family Residence District as it is standard procedure and rezoning will likely need to take place to align with the Future Land Use Map. He explained that sanitary and water service are in the vicinity of this property, which will require an extension to service the area and the stormwater will drain into Fourmile Creek. He noted that there will be a Consultation meeting held on September 26, 2022, which will later be followed with a public hearing before the City Council. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by DRA Properties, LC for voluntary annexation of property into the City of Ankeny.

There were no questions from the Commission.

Clint Sloss, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, said they are working with the property owner on a contract to purchase the land.

Motion by L.West to recommend City Council approval of the request by NGR, Inc. for voluntary annexation of property into the City of Ankeny. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Chair G.Hunter noted that the next step for this request is for it to go before the City Council where a public hearing will be held.



*Plan and Zoning Commission
Staff Report*

Meeting Date: September 20, 2022

Topic: NGR Four Mile Drive Annexation
Date: September 14, 2022
Prepared By: Bryan Morrissey
Associate Planner

EJC

Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by NGR Inc., for the voluntary annexation of property into the City of Ankeny.

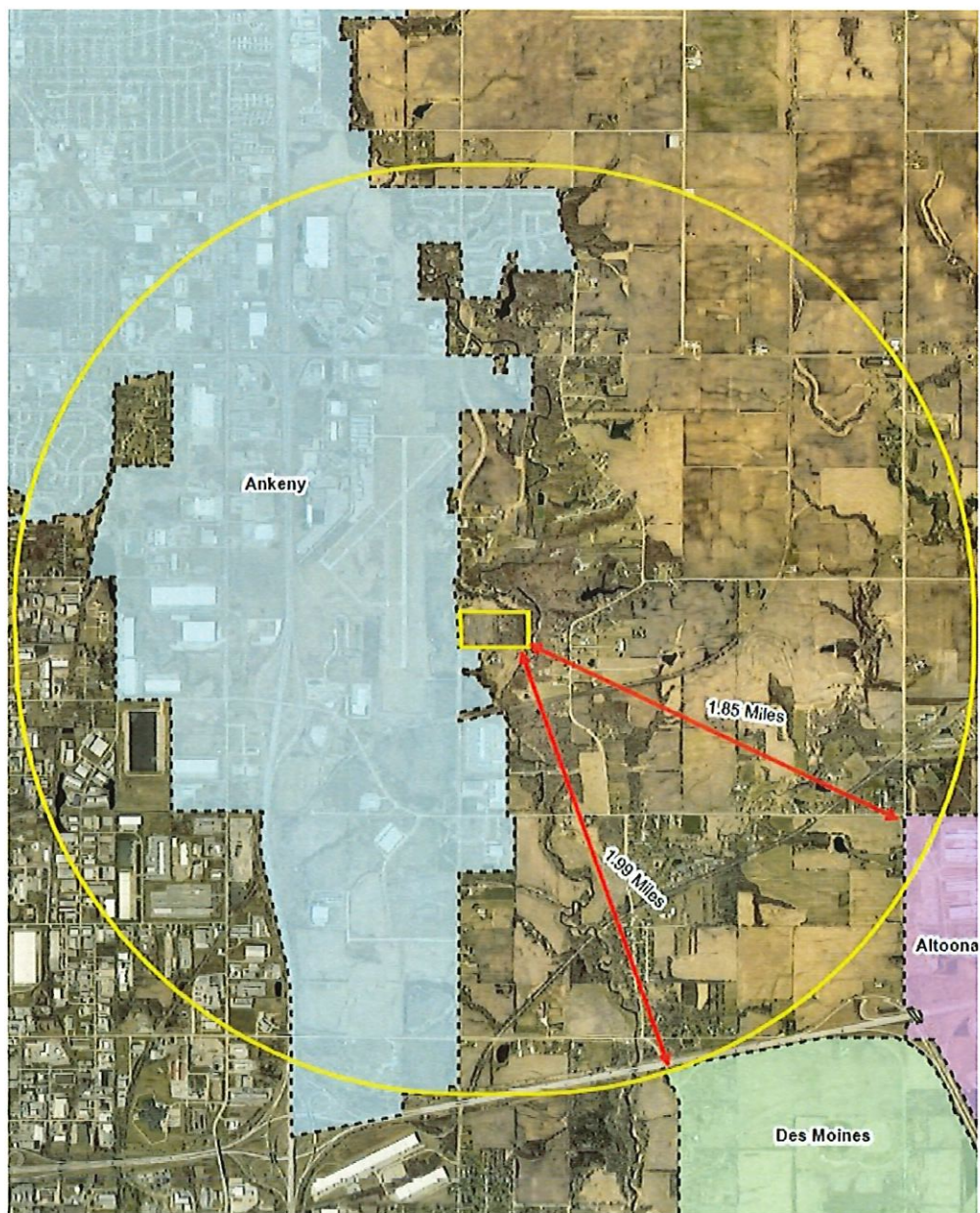
Discussion

The area subject to the annexation request is generally located east of SE Four Mile Drive and approximately three quarters of a mile north of SE Corporate Woods Drive within the southeastern quadrant of Ankeny. NGR Inc., the owners of the subject area, have requested to be voluntarily annexed into the City of Ankeny. The annexation area consists of one parcel approximately 31.23 acres (+/-) in size and approximately 1.17 acres (+/-) of County right-of-way. The proposed annexation is contiguous with the corporate boundary of Ankeny and includes all adjacent road right-of-way to the centerline of the adjacent road right-of-way.

The Ankeny Plan 2040 Future Land Use Map identifies the subject area as being suitable for Airport Business Park (APB) uses and Open Space (OS). Should the annexation be approved, the subject area will be assigned the R-1, One-Family Residence District zoning classification, as is the standard procedure for all newly annexed properties into Ankeny.

A. Summary of Annexation:

The City of Ankeny is seeking approval of the 100% voluntary annexation of a single parcel of land adjacent to the eastern boundary of the corporate limits. The annexation territory consists of approximately 32.40 acres (+/-) of land that includes the County road right-of-way to the centerline of the adjacent road. The annexation territory is zoned Low Density Residential (LDR) under Polk County's zoning regulations.



N
1 inch = 2,917 feet
Date: 9/14/2022

**NGR Four Mile Drive Annexation
Distance to Neighboring Cities**



B. Consenting Property Owner's Petitions:

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

Petitioner	Acreage
NGR INC.	31.230
Total	31.230

Copies of the voluntary annexation petitions are included in the meeting packet.



C. General Statement of Proposal / Integration of Smart Planning Principals:

This 100% voluntary annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which was developed with consideration to the Smart Planning Principals described in Chapter 18B of the Iowa Code.

The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the community's vision for the future. The Comprehensive plan is not intended to dictate how development occurs, but rather is meant to provide an outline and vision for potential development through the use of planning and investment principals. The Ankeny Plan 2040 outlines policy goals for a multitude of features in the community, including land use, transportation, housing, parks, open space, infrastructure, and economic development. The Ankeny Plan's 2040 goals are as follows:

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

This particular annexation will advance the City towards accomplishing the previously mentioned goals, adds lands to the inventory of developable land, and assures efficient development to urbanized standards.

D. Current and Projected Land Uses:

The territory subject to the annexation is currently zoned Low-Density Residential District (LDR) on both the Polk County Zoning Map and the Polk County Future Land Use Map. The subject area is located within the City of Ankeny's Planning Boundary and is identified as being suitable for Airport Business Park (ABP) uses on the western portion of the parcel and Open Space (OS) on the eastern half of the parcel. These land uses are depicted on the Future Land Use Map included in the meeting packet. The Ankeny Plan 2040 Comprehensive Plan defines these land uses as the following:

Airport Business Park (ABP): This land use category is designed for the Ankeny Regional Airport and the immediately surrounding area, and is meant to protect the airport and airspace from incompatible land uses. Aircraft noise and other safety and environmental impacts make many land uses such as residential, schools, and churches incompatible. Uses that are more compatible to airport activity

include industrial, business parks, and some other commercial activity. Consideration should be made for any future expansion of the airport.

Open Space (OS): This land use category includes land within the floodplain, contains wetlands, nature preserves, steep slopes, or significant tree cover. Typical uses include natural areas, land devoted to agricultural use or crop production, and very low-density residential development. Residential dwellings should be limited to no more than 1 dwelling unit per 20 acres. This land use also includes city-managed greenspace, such as greenbelts that have remained more natural and provide passive, low-impact recreational activities.

According to the Polk County Assessor's records, the existing land use within the proposed annexation area consist of agricultural uses. If annexed into Ankeny, the property will be assigned the R-1, One-Family Residence District zoning classification. This is in line with the standard procedure for all newly annexed property into Ankeny. The current land use may continue in their current capacities; however, any proposed development or redevelopment must align with the rules and regulations of the R-1 zoning district. If the owners of the land wish to develop the property as anything not allowed within the R-1 zoning district, a rezoning aligning with the proposed use will be required. Potential concepts and exhibits will be evaluated during the rezoning and platting process to ensure that any development plans align with the future land use map and zoning code. Any potential change to the future land use map would require a land use plan amendment.

E. Current Municipal Services:

With the exception of Fire and EMS, the City of Ankeny does not currently provide municipal services to the proposed annexation area; however, the City does have the immediate fiscal and physical capability of extending substantial municipal services to the annexation territory.

F. Reasons for Annexation:

1. City Council Annexation Policy

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

a. Comprehensive Planning and Zoning

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

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

b. Extension of Services

- I. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with...applicable studies authorized and/or adopted by the Ankeny City Council.
- V. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

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

2. The City of Ankeny Has a Need for Developable Land.

The City of Ankeny has experienced significant residential, commercial, and industrial growth throughout the city, as the population of Ankeny has exceeded 70,000. The Ankeny Plan 2040 Comprehensive Plan identifies an estimated total of 4,713 to 9,828 acres of developable land needed to accommodate the future growth of Ankeny. In 2021, the City of Ankeny recorded 30 plats, platted 869 lots on 566 acres, permitted 1175 new dwelling units, 28 new commercial and industrial buildings, and added \$498,735,863 in valuation. While the southeast quadrant of Ankeny is mostly comprised of industrial/office/flex land uses, The Ankeny Plan 2040 Comprehensive Plan identifies that the City of Ankeny still has a need for those land uses within the next 10 years.

3. The Annexation Territory is in Accord with Smart Planning Principles integrated into The Ankeny Plan 2040 Comprehensive Plan.

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

4. The City of Ankeny has Fiscal and Physical Capabilities of Providing Municipal Services to the Annexation Territory.

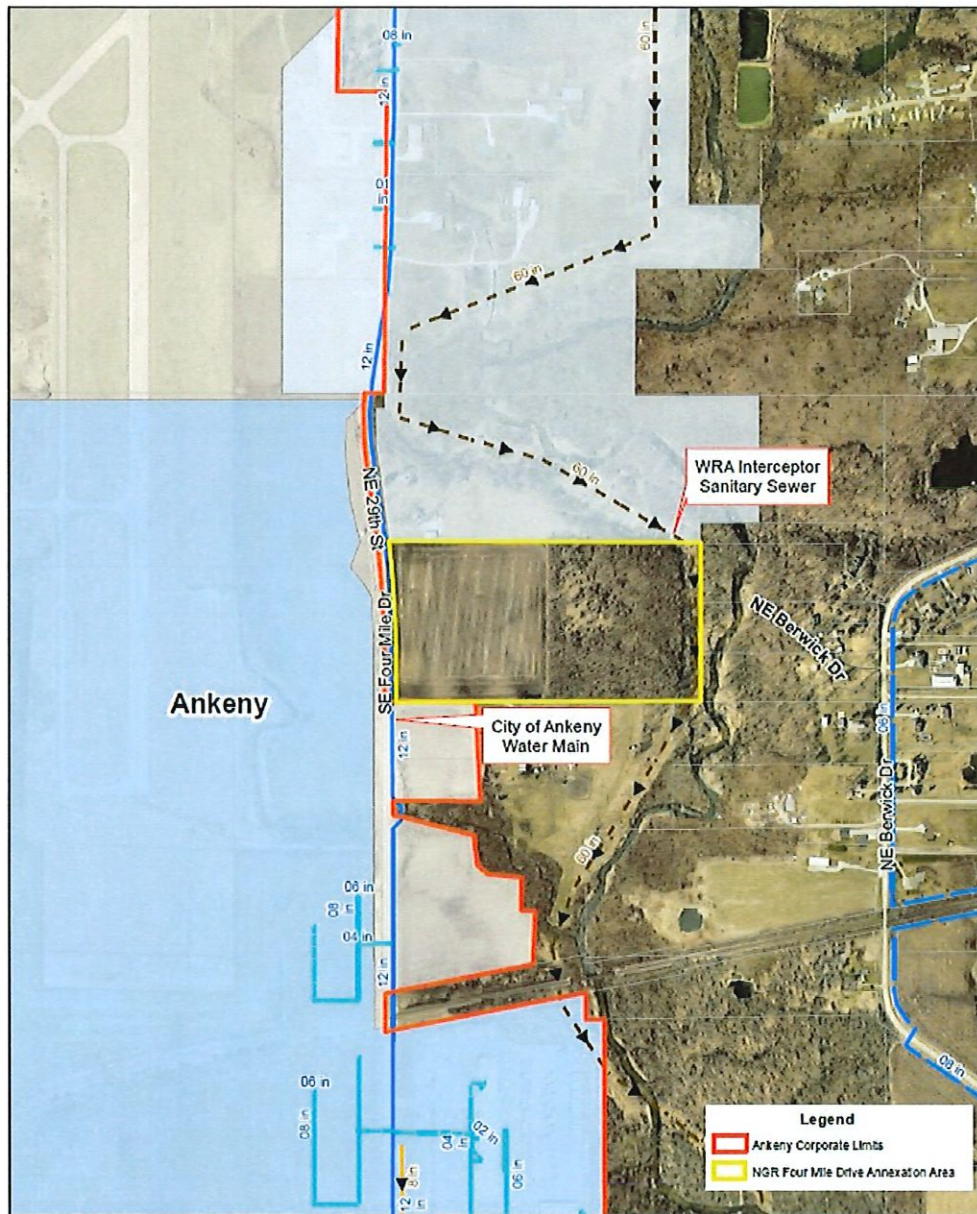
Consistent with the foregoing, the City of Ankeny has the fiscal and physical capabilities of providing substantial municipal services to the annexation territory:

a. Sanitary Sewer:

The City's current sanitary sewer service and future sewer districts are shown on the utility map that's included below. Currently, a 60" WRA sanitary interceptor exists along the eastern portion of the annexation area. This sanitary interceptor generally runs along Four Mile Creek, and the expectation is that future development within the annexation area will require an extension from this line. Any future sanitary sewer constructed within the subject area will be the responsibility of the developer. The annexation area does not lie within any current or future sanitary sewer connection districts.

b. Water:

Existing water mains via the City of Ankeny, Polk County, and the Des Moines Water Works are shown on the utility map included below. A 12" City of Ankeny water main exists along the western boundary of the annexation area which runs along the east side of SE Four Mile Drive. Any development within the annexation area will need to extend water from this particular line. The developer will be responsible for the construction of water main within the subject area; however, the City will provide cost participation for the oversizing of water mains that are 12" or larger and serve areas beyond the development. The annexation area does not lie within any current or future water connection district.



c. Law Enforcement:

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

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

d. Fire and EMS:

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

This annexation territory is currently located within the City of Ankeny Fire Protection District. A water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

e. Public Works:

The City of Ankeny has a fully staffed Public Works Department consisting of a Director and 44 full-time employees. The Public Works Department is comprised of Roadway Engineering, Operations, Storm Water and Environmental, and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

f. Community Development:

The City of Ankeny has a fully staffed Community Development Department consisting of a Director and 25 full-time employees. The Community Development Department is comprised of building, planning, permitting, rental housing, code enforcement and other related staff. These departments will oversee development of the annexation territory in accordance with the City's comprehensive plan and applicable ordinances. The Community Development Department's mission is to ensure that Ankeny is recognized as a safe and sustainable community. This ongoing effort is accomplished by managing city development in accordance with the Municipal Code, the Ankeny Comprehensive Plan, Plan and Zoning Commission recommendation and City Council policy; and by enforcing adopted construction, zoning, subdivision, housing and nuisance codes and ordinances. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

g. Municipal Utilities:

The City of Ankeny has a fully staffed Municipal Utilities Department consisting of a Director and 35 full-time employees. The Municipal Utilities Department is comprised of Development Engineering, Wastewater Utility, and Water Utility. These departments oversee the technical review process for private development within the City of Ankeny corporate limits, maintenance activities associated with wastewater collection system including two lift stations, activities related to the delivery of drinking water; including storage, pump stations and water mains. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

h. Library, Parks & Recreation:

The City of Ankeny has amenities such as the public library, multiple parks, the Albaugh Family Senior Center, and numerous recreation programs administered by the City's Parks and Recreation Department, which enhance the quality of life in Ankeny. The Parks and Recreation Department is staffed by a Director and 35 full-time employees, and the Library is staffed by a Director and 22 employees. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

i. Fiscal:

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

lowest among the largest Iowa cities. Ankeny's FY22 budget marks the eighth straight year of property tax levy reductions. The City of Ankeny is professionally managed, fiscally sound, and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

G. Urban Services Agreement and Boundary:

The City of Ankeny currently has an urban service agreement with Polk City. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

The annexation territory is approximately 1.85 miles from the City of Altoona's corporate limits and 1.99 miles from the City of Des Moines' corporate limits.

H. Combined Legal Descriptions:

The composite legal descriptions of the annexation territory are shown on the Annexation Map included in the meeting packet. The annexation includes all abutting road right-of-way to the centerline of the adjacent road, specifically NE 29th Street.

I. Polk County Auditor Verification

City of Ankeny staff provided copies of the landowner's annexation petition and a composite legal description of the entire annexation territory to the Polk County Auditor. On September 13, 2022, the Polk County Auditor's Office confirmed that the ownership and legal description of the affected territory had been properly identified.

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

The annexation territory is within two miles of the urbanized area of the City of Altoona, lying approximately 1.85 miles from their corporate limits. The annexation territory is also within two miles of the urbanized area of the City of Des Moines, sitting approximately 1.99 miles from their corporate limits. A map showing the annexation area in relation to the two urbanized areas within two mile is included in the meeting packet.

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

The annexation territory contains no State of Iowa right-of-way, but does contain 1.17 acres of Polk County right-of-way.

L. Certification of Compliance with Other Notice Requirements

A consultation meeting is scheduled to be held on Monday, September 26, 2022 at 11:00am. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors and Delaware Township Trustees. Additional notices were sent via regular mail to the Polk County Planning & Development Department, the Ankeny Community School District, and the Saydel Community School District.

M. Transition of Taxes:

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

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

The annexation territory is 100% voluntary, consisting of all consenting property owners.

O. Parcel Acreage and Percentage of Consenting and Public Right-of-Way:

The 100% voluntary annexation territory consists of 32.40 total acres, all of which is either land owned by consenting land owners or public right-of-way.

Petitioner	Acreage
NGR INC.	31.23
Total Annexation Acres (minus right-of-way)	31.23
Public Right-of-Way	1.17
Total Annexation Acres	32.40

P. Map Showing Annexation Territory in Relation to Ankeny

A map showing the annexation territory, consenting property owners, public right-of-way, and the relationship of the annexation territory to Ankeny's corporate limits has been included in the meeting packet.

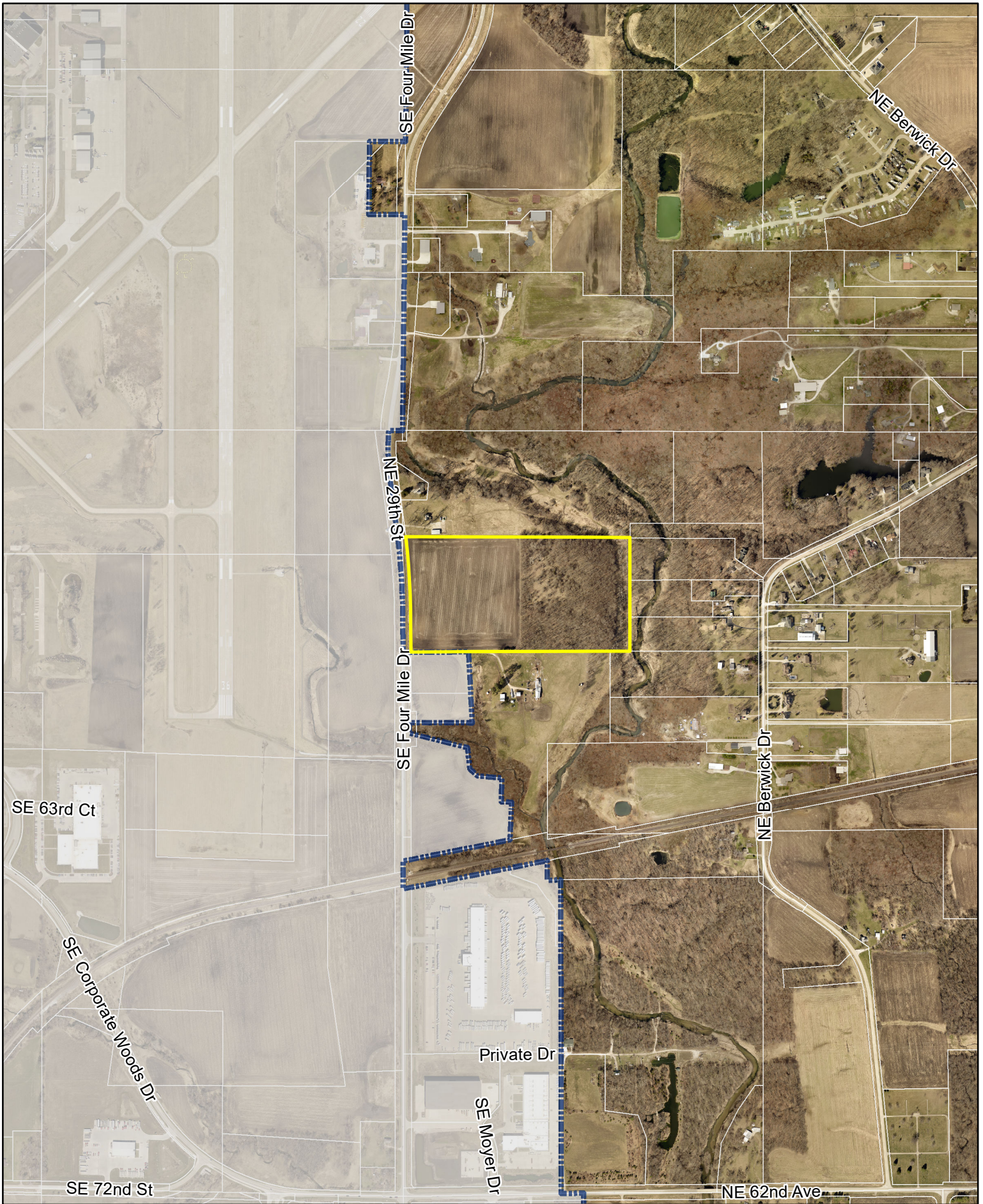
Q. Property Taxes:

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

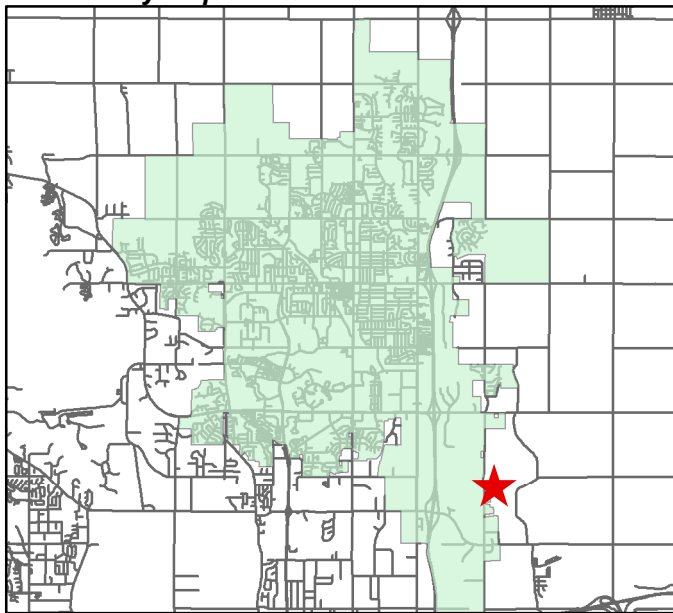
Jurisdiction	Valuation	Gross Tax
Polk County	\$150,000	\$3,010.05*
City of Ankeny	\$150,000	\$3,368.50*
*These number are an example and for referencing purposing only		

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

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



Vicinity Map



LEGAL DESCRIPTION

"THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT 40 RODS SQUARE) AND ALSO EXCEPT THE SOUTH 20.65 ACRES OF THE EAST 35.65 ACRES OF THE SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SAID SECTION FIVE (5), ALL BEING IN TOWNSHIP SEVENTY-NINE (79), NORTH OF RANGE TWENTY-THREE (23), WEST OF 5TH P.M., POLK COUNTY, IOWA

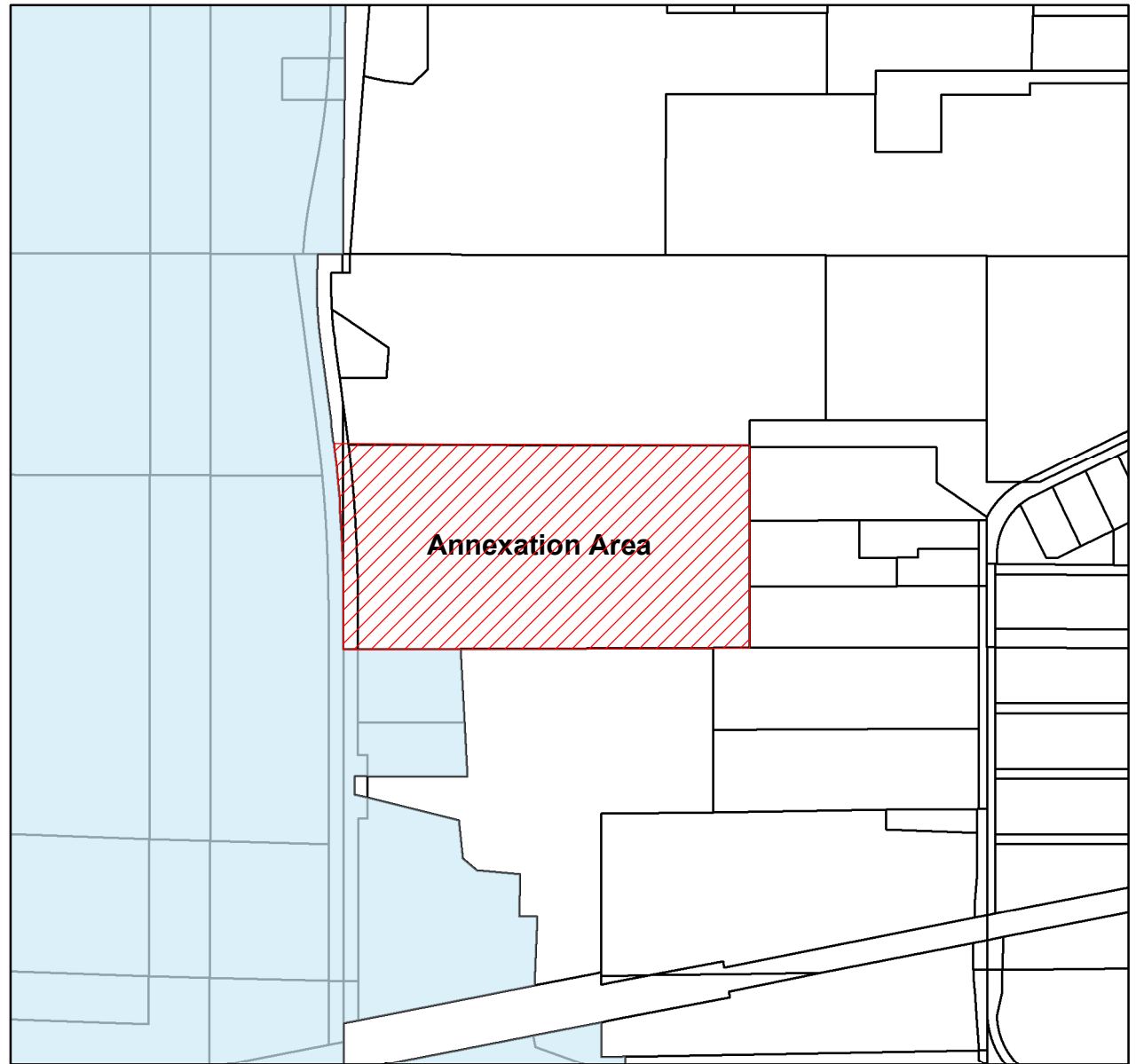
EXCEPTING

THE NORTH 780 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT 40 RODS SQUARE) AND ALSO EXCEPT THE SOUTH 20.65 ACRES OF THE EAST 35.65 ACRES OF SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SAID SECTION FIVE (5), ALL BEING IN TOWNSHIP SEVENTY-NINE (79), NORTH OF RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

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

Property Owners:
NGR INC



1 inch = 700 feet

Annexation Map

City of Ankeny

NGR Four Mile Drive Annexation

Sheet No.

1 of 1

City of Ankeny, Iowa
Community Development Department

Drawn By: BMM

Checked by:

Date: September 12, 2022

ANNEXATION EXHIBIT

NGR FOUR MILE ANNEXATION
ANKENY, POLK COUNTY, IOWA

PROPERTY OWNER

N.G.R. INC.
P.O. BOX 132
WAYNE, NE 68787

CORRECTED WARRANTY DEED:
BOOK 6315, PAGE 417

PROPERTY DESCRIPTION

Part of the Northwest Quarter of Section 5, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of Polk County, Iowa, conveyed to N.G.R., Inc., as evidenced by that Corrected Warranty Deed filed in Book 6315, Page 417 in the Office of the Recorder for Polk County, Iowa, described as follows:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW 1/4 NW 1/4 NW 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 NW 1/4 NW 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract of 40 rods square) and also except the South 20 rods of the East 35 rods of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 NW 1/4 NW 1/4) of said Section Five (5), all being in Township Twenty-nine (29), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW 1/4 of NW 1/4 of Section Five (5)); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 of NW 1/4 of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20 rods of said tract 40 rods square; also all of the Northwest Quarter of the Northwest Fractional Quarter (NE 1/4 of NW 1/4 of 1/4 of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

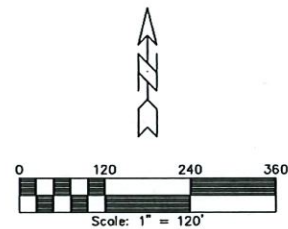
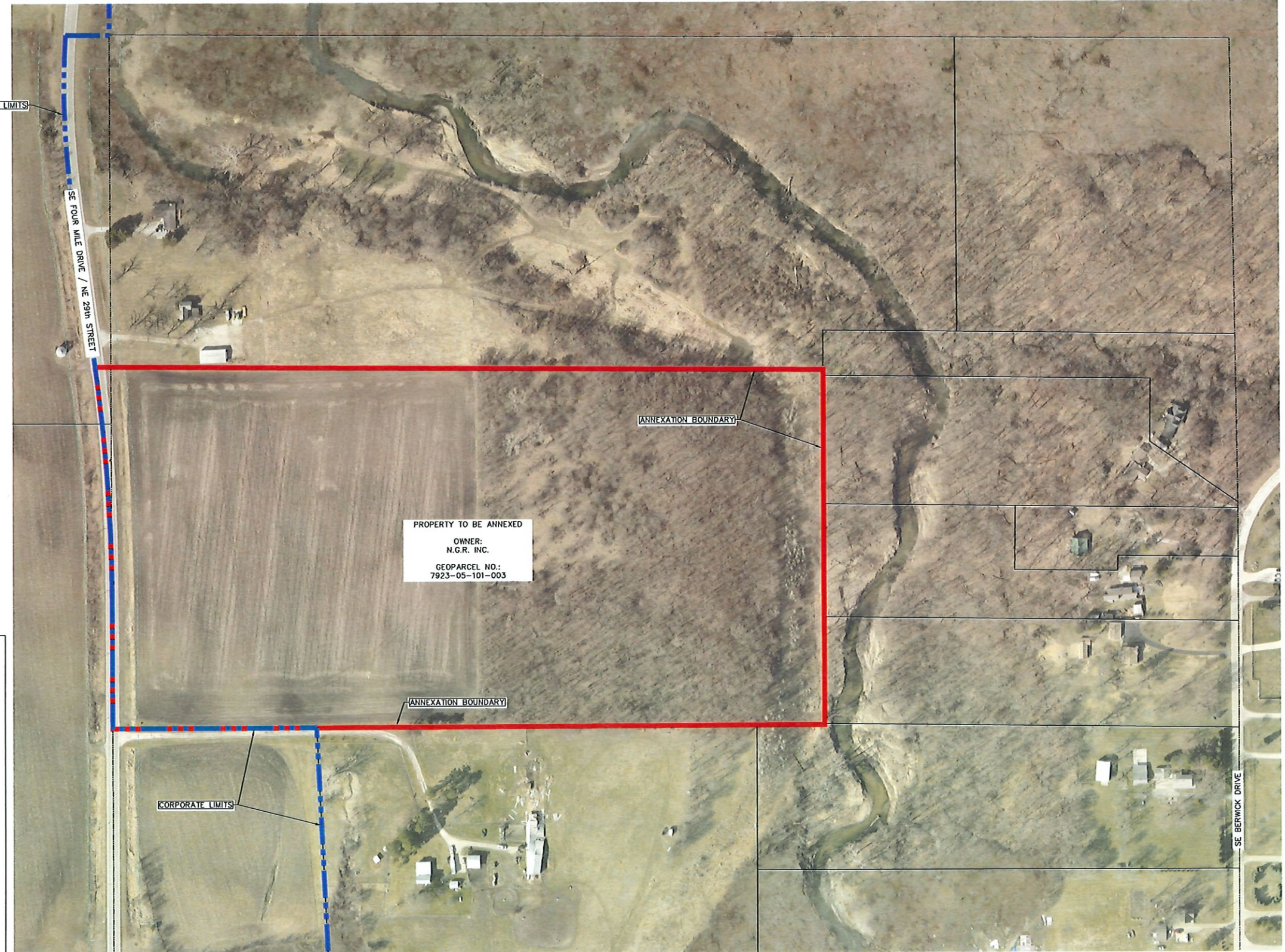
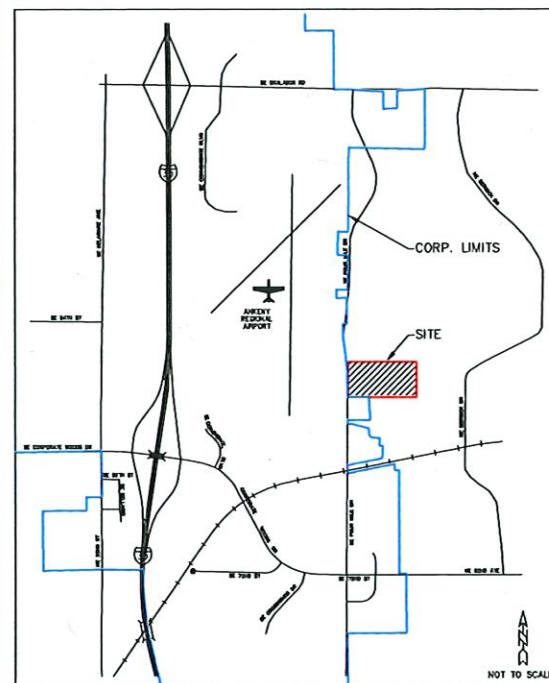
The annexation also includes any and all County road right-of-way to the centerline of the adjacent road.

LAND AREA BEING ANNEXED

32.40 ACRES (1,411,250 SQ FT)

FEMA FIRM NOTE

FEMA FLOOD INSURANCE RATE
MAP NO. 19153C0220F, DATED
FEBRUARY 1, 2019, DEPICTS
AREA OF REGULATORY FLOODWAY
WITHIN THE ANNEXATION AREA.

VICINITY MAP

RECEIVED

SEP 08 2022

CITY OF ANKENY

EXP. LOCATION:

SCALE: 1" = 120'

ANNEXATION EXHIBIT

NO.	REVISION	DATE	BY	FOR:	LOCATION:	SCALE: 1" = 120'	DESIGNED BY:	DRAWN BY:
						DWG: 22-052-ANNEX	CHECKED BY:	DATE: 9/08/2022
						FIELD BOOK:	SHEET 1 OF 1	FILE NO.: 22-052

ERG
Engineering Resource Group, Inc.
Engineers and Surveyors
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

22-052

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned No property address available; parcel directly south of 6953 NE 29th Street

Ankeny, IA 50021; frontage of ~845' along NE 29th Street, lot extends ~1,595' eastward

Legal Description (if necessary, provide attachment) _____

EX RD EAS W OF LN BEG 60F E OF SW COR THN N 371F NWLY 486F TO N LN- & -EX N 780F- NW 1/4

NW FRL 1/4 & -EX N 780F & S 20.65A E 35.65A- NE FRL 1/4 NW FRL 1/4 SEC 5-79-23

Property Owner(s): NGR Inc.

Address: 206 Main Street, Box 132

Address: Wayne, NE 68787

Phone #: 402-375-3385

Signed by: _____

*Property Owner Signature **

Jim Ruppert
Name (Print/Type)

Date: 08/12/2022

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

Colorado
Fremont
STATE OF IOWA, COUNTY OF POLK, ss

On this 12th day of August, 2022, before me,
a Notary Public in and for Polk County, personally appeared
James Ruppert, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Fremont Colorado
Notary Public in and for Polk County, Iowa

Michelle Bracco

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

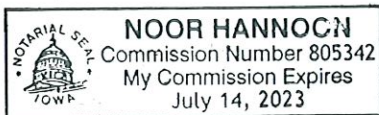
MICHELLE BRACCO
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID# 20204030175

MY COMMISSION EXPIRES AUGUST 28, 2024

STATE OF IOWA, COUNTY OF POLK, ss

On this 19 day of August, 2022, before me, a Notary Public in and for Polk County, personally appeared Matt Weller
Applicant (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Matt Weller, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



Notary Public in and for Polk County, Iowa

A handwritten signature in black ink, appearing to be "Noor Hannocn", written over a horizontal line.

Applicant / Contact Hubbell Realty Company

Address: 6900 Westown Parkway, West Des Moines, IA 50266

Phone #: (515) 280-2041

Date: _____

Applicant/Contact

Matt Weller

Name (Print/Type)

A handwritten signature in blue ink, appearing to be "Matt Weller", written over a horizontal line.

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

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

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

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

Notices mailed by certified mail to:

Polk County Board of Supervisors
County Administration Building
111 Court Avenue
Des Moines, IA 50309

Kim Overton, Clerk
Delaware Township
5069 NE 29th Street
Des Moines, IA 50317

Ted Griffieon, Trustee
Delaware Township
6561 NE 46th Street
Altoona, IA 50009

Debbie S. Wise, Trustee
Delaware Township
3960 NE 46th Street
Des Moines, IA 50317

Daryl Barnard, Trustee
Delaware Township
3964 NE 49th Street
Des Moines, IA 50317

Notices mailed by regular mail to:

Bret VandeLune, Planning and Development
Manager
Polk County
5885 NE 14th Street
Des Moines, IA 50313

Dr. Erick Pruitt, Superintendent
Ankeny Community School District
Office of the Superintendent
306 SW School Street
Ankeny, IA 50023

Todd A. Martin, Superintendent
Saydel Community School District
5740 NE 14th Street
Des Moines, IA 50313

Meeting Date: September 26, 2022 – 11:00 a.m.

Meeting Location: Ankeny Public Services Building, Conference Room C
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Attendance: Eric Carstens, Planning Manager, City of Ankeny
Bryan Morrissey, Associate Planner, City of Ankeny
Ted Griffieon, 6561 NE 46th Street, Altoona, IA 50009
Richard Moore, Po Box 187, Berwick, IA 50032

**Written Comments
Received:** None



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-68: Proposed voluntary non-urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by DRA Properties, LC.

EXECUTIVE SUMMARY:

The owners of 4 parcels are requesting 62.43 (+/-) acres of land be voluntarily annexed into the City of Ankeny. The land currently petitioned for annexation is 77.75 acres. There are 8 non-consenting parcels that make up the remaining 12.38 acres of the annexation and 2.94 acres of public road right-of-way. The proposed annexation is located in the northeast portion of the City and generally located north of NE 102nd Avenue (NE 18th Street) and west of NE 29th Street (NE Four Mile Drive).

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

September 6, 2022 - City Council initiated voluntary annexation for the DRA Properties NE Annexation.

September 20, 2022 - Plan & Zoning Commission recommended City Council approval of the request for voluntary annexation as submitted.

October 17, 2022 - City Council set public hearing.

PUBLIC OUTREACH EFFORTS:

Consultation meeting held on September 26, 2022.

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-68.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 P&Z Minutes
 Staff Report
 Aerial Map
 Annexation Map
 Landowner Map
 Annexation Applications
 Consultation Meeting Report



PUBLIC HEARING 2022-68

5:30 P.M.

NOVEMBER 21, 2022

**PROPOSED VOLUNTARY NON-URBANIZED ANNEXATION OF CERTAIN TERRITORY
LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY
DRA PROPERTIES, LC**

Mayor:

Eric Jensen, Director of Community Development, will make an announcement as to why we are not holding the public hearing at this meeting.

After Staff Report:

Consider **MOTION** to close public hearing 2022-68.

RESOLUTION 2022-

**A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE
NORTHEAST QUADRANT OF ANKENY REQUESTED BY DRA PROPERTIES, LC**

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

LEGAL DESCRIPTION:

PART OF THE EAST 44 ACRES, LYING EAST OF INTERSTATE NO. 35, OF THE S 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT PARCEL "B" (RECORDED IN BOOK 7242, PAGES 378-379). [Owner(s): DRA Properties, LC],

AND

THE WEST 45 ACRES OF THE S 1/2 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART PLATTED IN NURSERY DRIVE ESTATES PLATS NO. 1 AND NO. 2; SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. [Owner(s): DRA Properties, LC]

AND

OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1 EXCEPT PARCEL "A" FILED BY PLAT OF SURVEY NOVEMBER 14, 2003 IN BOOK 10265 PAGE 844, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. [Owner(s): DRA Properties, LC],

AND

PARCEL "A" OF PLAT OF SURVEY FILED NOVEMBER 14, 2003 IN BOOK 10265, PAGE 844 BEING A PORTION OF OUTLOT "Y" IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. [Owner(s): DRA Properties, LC]

LAYMAN'S DESCRIPTION:

Approximately 62.43 acres (+/-) of land in the northeast quadrant generally located east of I-35, north of NE 102nd Avenue (NE 18th Street) and west of NE 29th Street (NE Four Mile Drive).

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

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

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

LOT 1 IN NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT IN POLK COUNTY, IOWA. [Owner(s): William M. & Bobbi J. Rieck Revocable Trust],

AND

LOT 2 IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, IN POLK COUNTY, IOWA. [Owner(s): Judith A. Vogel Family Trust & Martin K. Vogel Family Trust],

AND

LOT 3 IN NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. [Owner(s): Jesse E. & Lacey J. Baldwin],

AND

LOT 4 IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, IN POLK COUNTY, IOWA. [Owner(s): Wallace D. & Lana M. Shea],

AND

LOT 5 IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. [Owner(s): Ryan & Laura Parker],

AND

LOT 1 IN NURSERY DRIVE ESTATES PLAT NO. 2, AN OFFICIAL PLAT IN POLK COUNTY, IOWA. [Owner(s): Brett & Jessica Snyder],

AND

LOT 2 IN NURSERY DRIVE ESTATES PLAT NO. 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. [Owner(s): Richard J & Julie R Day]

AND

OUTLOT D OF GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, IN POLK COUNTY, IOWA AND PART OF THE EAST 44 ACRES OF THE S1/2 OF THE SW1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND DESCRIBED AS COMMENCING AT THE S1/4 CORNER OF SAID SECTION 7; THENCE S89°57'00"W, 575.0 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 7 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°57'00"W, 311.0 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NE 102ND AVENUE; THENCE CONTINUING S89°57'00"W, 374.3 FEET ALONG SAID SOUTH LINE OF THE SW1/4 TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 35, SAID POINT BEING 145 FEET NORMALLY DISTANT SOUTHEASTERLY FROM CENTERLINE OF INTERSTATE NO. 35; THENCE N22°31'00"E, 232.8 FEET (RECORDED AS 233.8 FEET) ALONG THE: SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 35 TO A POINT WHICH IS 160 FEET NORMALLY DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID INTERSTATE NO. 35; THENCE N12°12'15"E, 202.2 FEET (RECORDED 201.3 FEET) ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 137 FEET NORMALLY DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID INTERSTATE NO. 35; THENCE S83°31' 15" E, 446.4 FEET; THENCE S16°54'00"E, 343.5 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 102ND AVENUE; THENCE CONTINUING S16°54'00"E, 34.5 FEET TO THE POINT OF BEGINNING, EXCEPT 0.19 ACRES OF EXISTING RIGHT-OF-WAY FOR NE 102ND AVENUE.; THEREFORE, CONTAINING 4.74" ACRES. [Owner(s): Scott G. & Suzanne Campbell]

LAYMAN'S DESCRIPTION:

Approximately 12.38 (+/-) acres of land adjacent to petitioning parcels.

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

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

WHEREAS, all owners of property that adjoins the territory, the Chairperson of the County Board of Supervisors, all non-consenting owners of property, all affected public utilities, the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization and Regional Planning Authority have been notified 14 business days prior to the date of this resolution by regular mail and all non-consenting and affected public utilities have been notified by 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 14 business days prior to the date of this resolution.

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

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

PASSED AND APPROVED this 19th day of December, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, September 20, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the September 20, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #7. DRA Properties, LC request for voluntary annexation of property into the City of Ankeny

L.Hutzell reported DRA Properties, LC is requesting to annex property into the City of Ankeny. She stated that the proposed annexation area is located East of I-35, north of NE 18th Street/NE 102nd Avenue, and west of NE Four Mile Drive/NE 29th Street. The area is located approximately 2.7 miles from the City of Elkhart and 3.67 miles from the City of Alleman. She stated that DRA Properties, LC is the owner of four parcels and are requesting voluntary annexation into the City of Ankeny, which totals approximately 62.43-acres. She said in addition to the four parcels, there are eight additional parcels within the proposed annexation area that have not petitioned to be annexed. The eight parcels total approximately 12.38-acres. L.Hutzell explained that the Code of Iowa allows the inclusion of up to 20% of the total land area of the annexation as non-consenting in order to avoid the creation of islands or to create more uniform boundaries. The annexation, as currently configured, contains 83.45% consenting land and 16.55% non-consenting land. She explained that the proposed annexation area is currently within the City's planning boundary and is identified in The Ankeny Plan 2040 Comprehensive Plan as primarily low-density residential with an area of Office and Business Park located in the northwest corner and Open Space and Flood Plain. She noted that if the property is annexed, it initially will be R-1, One-Family Residence District, which is consistent with all property that is annexed into the City. L.Hutzell stated that the City of Ankeny does have the capability to provide sewer and water to this area and the area already lies in the City's fire protection district. She further commented that the annexation will not alter the school district boundaries. She noted that there will be a Consultation meeting held on September 26, 2022, which will later be followed with a public hearing before the City Council. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by DRA Properties, LC for voluntary annexation of property into the City of Ankeny.

T.Flack noted that the only landowners who are consenting is DRA Properties, LC and asked if there is a reason that no other landowners are consenting. L.Hutzell commented that she believes DRA Properties, LC has had conversations with the other landowners, but will defer the question to Adam Schoeppner, Nilles Associates, Inc.

Adam Schoeppner, Nilles Associates, Inc., 1250 SW State Street, Suite A, stated that they held a neighborhood meeting with seven of the adjoining landowners to provide them information on the project. They explained what the process was going to be, answered their questions and opened the dialog. He said that ultimately, they are at an 80/20 situation as they did not receive petitions from any of the seven landowners.

R.Weisheit asked if more information could be provided about their vision for the development of this property, if annexed. Adam Schoeppner explained that the current plans have an expansion to the existing pond on the property and said that the development will primarily be R-1, single-family residences with a few pockets of multi-family. He commented again, that the development will be predominately single family.

T.Flack said that she really struggles with 80/20 annexations. A.Renaud confirmed with staff that the residents will have the ability to access city water. E.Carstens said yes, but sewer is probably a bigger draw for those properties. E.Carstens reiterated that the one parcel on the southwest corner is being included to create uniform boundaries and the other seven properties are being included due to the State not allowing islands when land is annexed.

There were no further questions from the Commission.

Motion by R.Weisheit to recommend City Council approval of the request by DRA Properties, LC for voluntary annexation of property into the City of Ankeny. Second by A.Renaud. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).

E.Jensen shared that this item will not come back before the Commission, as this was a Business Item. The next step for this request is for it to go before the City Council where a public hearing will be held. Residents living within the 250-foot notification area will be notified of the public hearing.



*Plan and Zoning Commission
Staff Report*

Meeting Date: September 20, 2022

Topic: DRA Properties, LC NE Annexation
Date: September 14, 2022
Prepared By: Laura Hutzell
Associate Planner

EJC

Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by DRA Properties, LC for the voluntary annexation of property into the City of Ankeny.

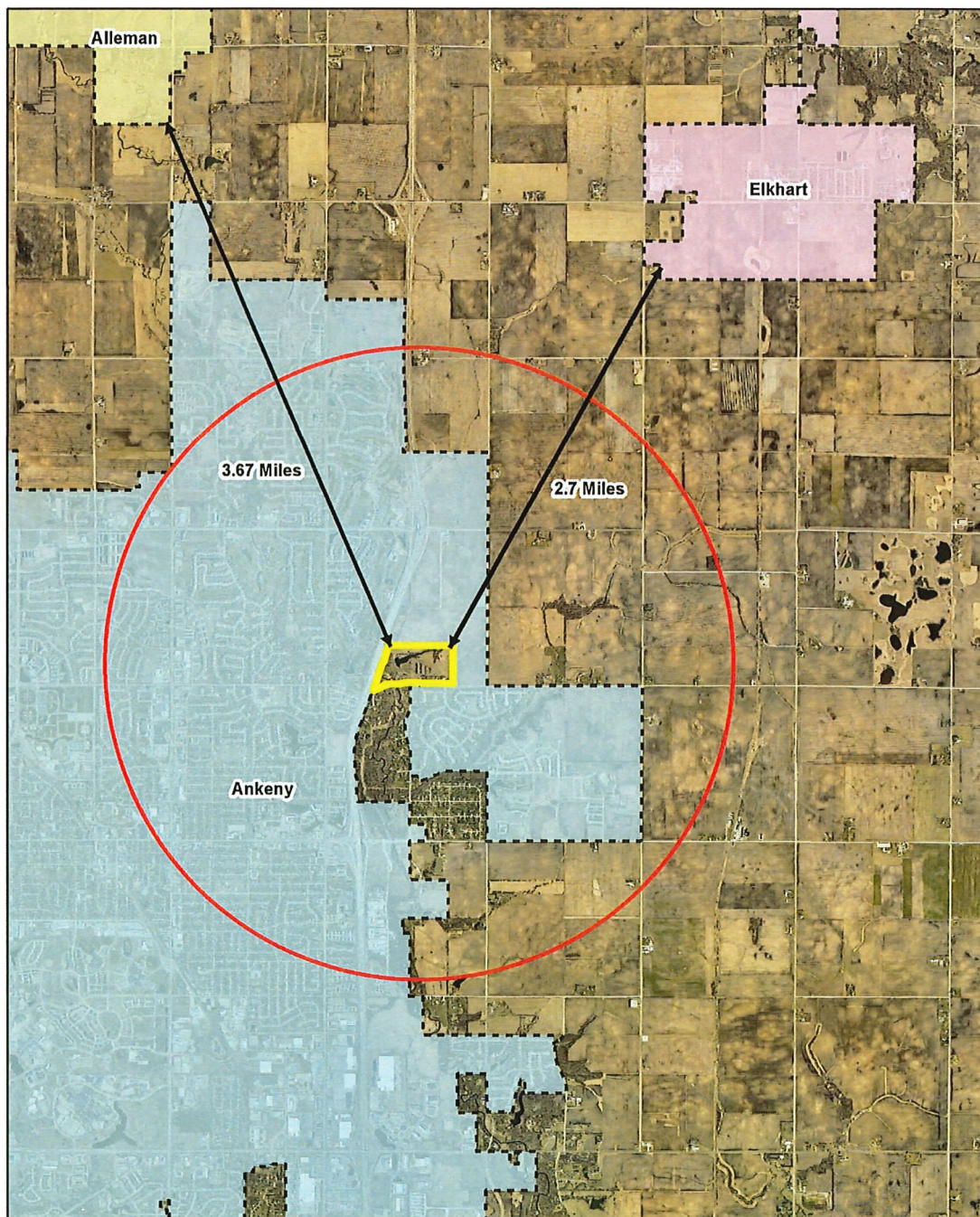
Discussion

The subject area is located in the northeast portion of the City and generally located East of I-35, north of NE 18th Street/NE 102nd Avenue, and west of NE Four Mile Drive/NE 29th Street. The owner of four parcels has requested to be voluntarily annexed to the City of Ankeny. The annexation area consists of eight parcels containing 12.38 (+/-) acres that are non-consenting. The Code of Iowa allows the inclusion of up to 20% of the total land area of the annexation as non-consenting in order to avoid the creation of islands or to create more uniform boundaries. The annexation as currently configured contains 83.45% (+/-) consenting land and 16.55% non-consenting land.

The proposed annexation area is contiguous with the corporate boundary of Ankeny and includes all adjacent road right-of-way to the centerline of the adjacent road right-of-way, with the exception of Interstate 35. The Iowa DOT's policy is that annexations should include either the entire adjacent interstate right-of-way, or none. The proposed annexation does not include the interstate right -of-way west of the subject area as it was previously annexed into the City in 2006.

A. Summary of the Annexation:

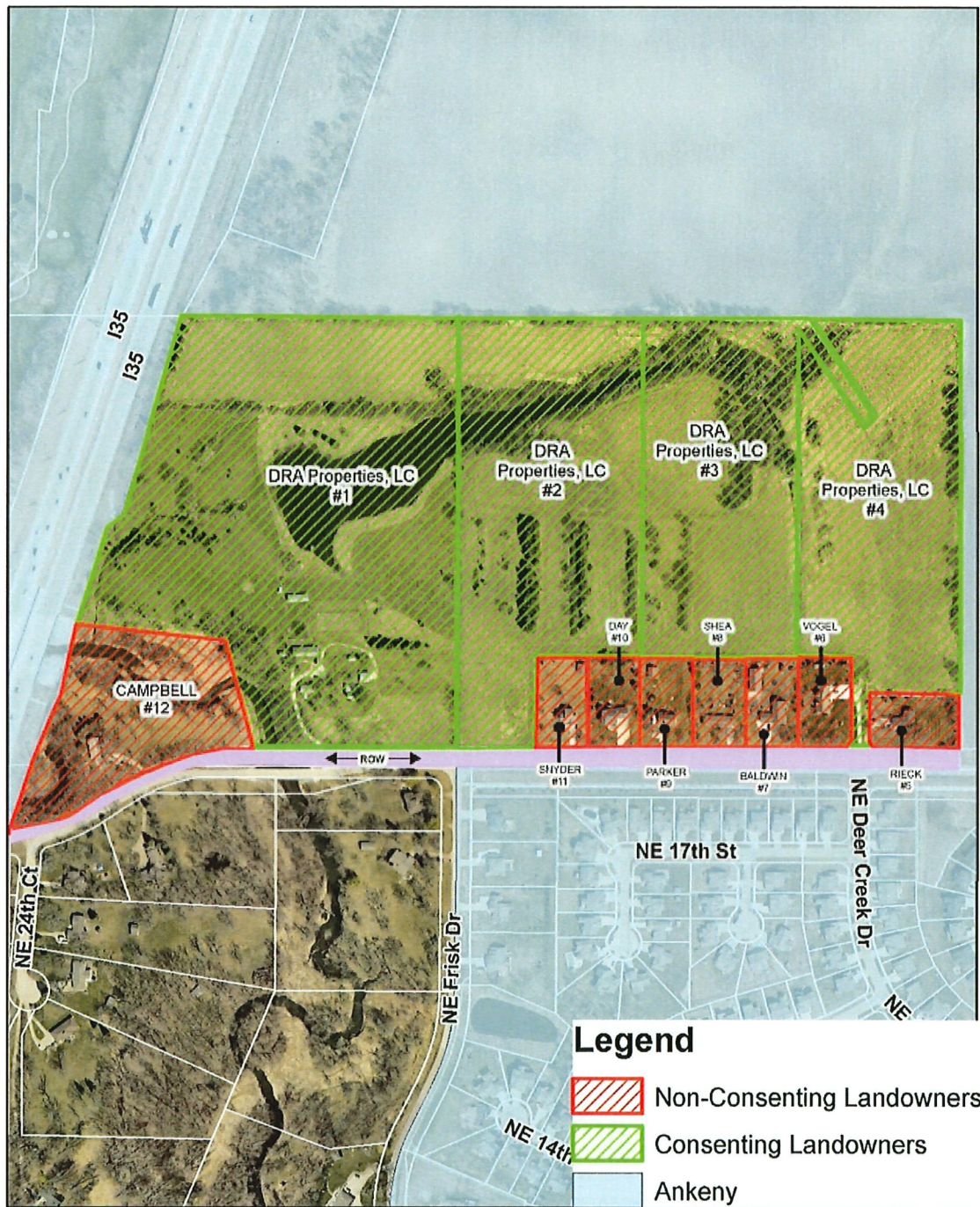
The City of Ankeny is seeking approval of the 80/20 voluntary non-urbanized annexation of certain territory located adjacent to the City's northeasterly boundary. The annexation territory consists of 77.75 total acres, including 62.43 acres (83.45%) which are owned by property owners who consent to the annexation, 12.38 acres (16.55%) are owned by non-consenting property owners whose land is included in the annexation to avoid the creation of islands and to provide for uniform boundaries, and 2.94 acres of public road right-of-way. The annexation area is zoned Low Density Residential (LDR) under Polk County's zoning regulations.



N
1 inch = 4,200 feet
Date: 9/13/2022

DRA Properties NE Annexation
Distance to Neighboring Cities

Ankeny
bringing it all together.



N
1 inch = 360 feet
Date: 9/13/2022

DRA Properties NE Annexation Landowners



B. Consenting Property Owner's Petitions:

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

Voluntary Petitioner	Acreage
DRA Properties, LC	62.43
Total Consenting Acreage	62.43

Copies of the voluntary annexation petitions can be seen in the P&Z packet.

C. General Statement of the Proposal/Integration of Smart Planning Principles:

This voluntary annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan which was developed taking into consideration the Smart Planning Principles of Chapter 18B of the Iowa Code.

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

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

13. Seek opportunities for collaboration between the City and the Ankeny Community School District to address growth and quality of life issues in Ankeny.

Not only does this voluntary annexation further the foregoing goals, it adds land to Ankeny's developable land inventory and assures compact, efficient development to urbanized standards.

D. Current and Projected Land Uses:

The annexation area is zoned Low Density Residential District on the Polk County Zoning Map; and is identified as Low Density Residential on the Polk County Future Land Use Map.

The annexation area is within the Planning Boundary of the City as identified by the current Comprehensive Plan and is currently identified for primarily Low-Density Residential land uses with an area of Office/Business Park located in the NW corner adjacent to I-35 and Open Space/Floodplain in the SW corner (Future Land Use Map included in the P&Z packet). The Ankeny Plan 2040 defines those uses as the following:

- **Low Density Residential:** This land use category is dominated by single-family detached dwellings with a typical density of one to five dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.
- **Office/Business Park:** This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are one or more stories tall. Limited office support type retail uses (including restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.
- **Open Space:** This land use category includes land within the floodplain, contains wetlands, nature preserves, steep slopes, or significant tree cover. Typical uses include natural areas, land devoted to agricultural use or crop production, and very low-density residential development. Residential dwellings should be limited to no more than one dwelling unit per 20 acres. This land use also includes city managed greenspace such as greenbelts that have remained more natural and provide passive, low impact recreational activities.

If annexed, the property will initially be zoned R-1, One-Family Residence District, as is all newly annexed land. If the property owner intends to develop the property as anything other than single family residential, a rezoning will be required. Development concepts for the land will be evaluated as part of the rezoning and platting process, to ensure any proposed development plans align with the City's Comprehensive Plan. Any changes to the Land Uses laid out in the Comprehensive Plan, would need to go through a Land Use Plan Amendment before a rezoning process could be started.

E. Current Municipal Services:

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

F. Reasons for the Annexation:

1. Ankeny Has a Need for Developable Land:

The City of Ankeny has had significant residential and commercial growth occurring throughout the city, namely in the north and northwestern area of Ankeny, with development continuing around southwest area in Prairie Trail and around the southeast area in the Crosswinds development. The Ankeny 2040 Plan identified that Ankeny needs an estimated total of 4,713 to 9,828 acres of developable land to accommodate the future growth of Ankeny. The need for more land is further quantified by the recent growth Ankeny has experienced. Just recently in 2021, the City of Ankeny recorded 30 plats; platted 869 lots on 566 acres, permitted 1175 new dwelling units and 28 new commercial and industrial buildings, and added \$498,735,863 in valuation.

2. Ankeny City Council Annexation Policy:

The Ankeny City Council has adopted a policy document regarding the annexation of land into the City of Ankeny. The relevant policy statements are discussed below.

B. Unincorporated Islands and Peninsulas

1. Ankeny will not allow annexations, which create islands of unincorporated land and/or peninsulas and to the extent possible, will establish regular boundaries for annexation.

An island is created when an area of unincorporated county is completely encircled by a city. A Peninsula is created when one or more lots are left out of an annexation and create a long finger of unincorporated land surrounded on less than four sides by a city. Islands and peninsulas cause infrastructure and service delivery issues for cities and counties. The State Code prohibits the creation of any new islands. Council's annexation policy prohibits the creation of islands and discourages the creation of peninsulas. This is further emphasized by the following annexation policy statements:

C. Municipal Boundaries

1. To maintain efficient city service provisions, Ankeny will discourage annexations that would result in irregular city boundaries. Where possible, boundaries will follow street centerlines or intersections.
5. The City of Ankeny will accept and encourage voluntary petitions for the inclusion of territory into the city limits and will work to maximize voluntary annexation boundaries using the legal authority granted by the State of Iowa to add non-petitioned territory to the voluntary annexation. Non-petitioned parcel(s) will not

exceed 20% of the total area of the annexation as allowed by Chapter 368.7 of the Code of Iowa.

These policy statements reinforce the position that the City will discourage annexations with irregular boundaries and that the City will rely on the 80/20 provision of the Code of Iowa to ensure regular boundaries are provided. As stated previously, the proposed annexation contains 83.45% (+/-) consenting land and 16.55% non-consenting land, which is within the 80/20 provision of the Code of Iowa.

The Council's annexation policy requires all annexations to be consistent with the Comprehensive Plan of the City:

D. Comprehensive Planning and Zoning

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

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

Finally, with regard to the extension of infrastructure, the relevant statements of the Council's Annexation Policy state:

E. Extension of Services

1. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with...applicable studies authorized and/or adopted by the Ankeny City Council.
5. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

These two policy statements indicate that the City will rely on adopted policy documents and studies, such as the City's Comprehensive Plan and the recently adopted Sanitary Sewer Master Plan, when making decisions regarding the annexation of land and the extension of infrastructure. Further, the City will rely on tools such as the infrastructure extension requirements of the City's Subdivision Ordinance as well as financing mechanisms such as connection fee districts when making annexation decisions to encourage orderly growth. The subject area is adjacent to existing public infrastructure which can be extended to service the area. A large portion of the subject area is located within the Fourmile Creek Trunk Sewer Connection District which will provide for the extension of public sanitary sewer to serve much of the area.

3. Ankeny Has Planned for this Annexation, it is in Accord with Smart Planning Principles that are Integrated into Ankeny's 2040 Comprehensive Plan:

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

4. Ankeny Has the Fiscal and Physical Capability of Providing Substantial Municipal Services to the Annexation Territory:

Consistent with the foregoing, Ankeny has the capability of providing substantial municipal services to the annexation territory.

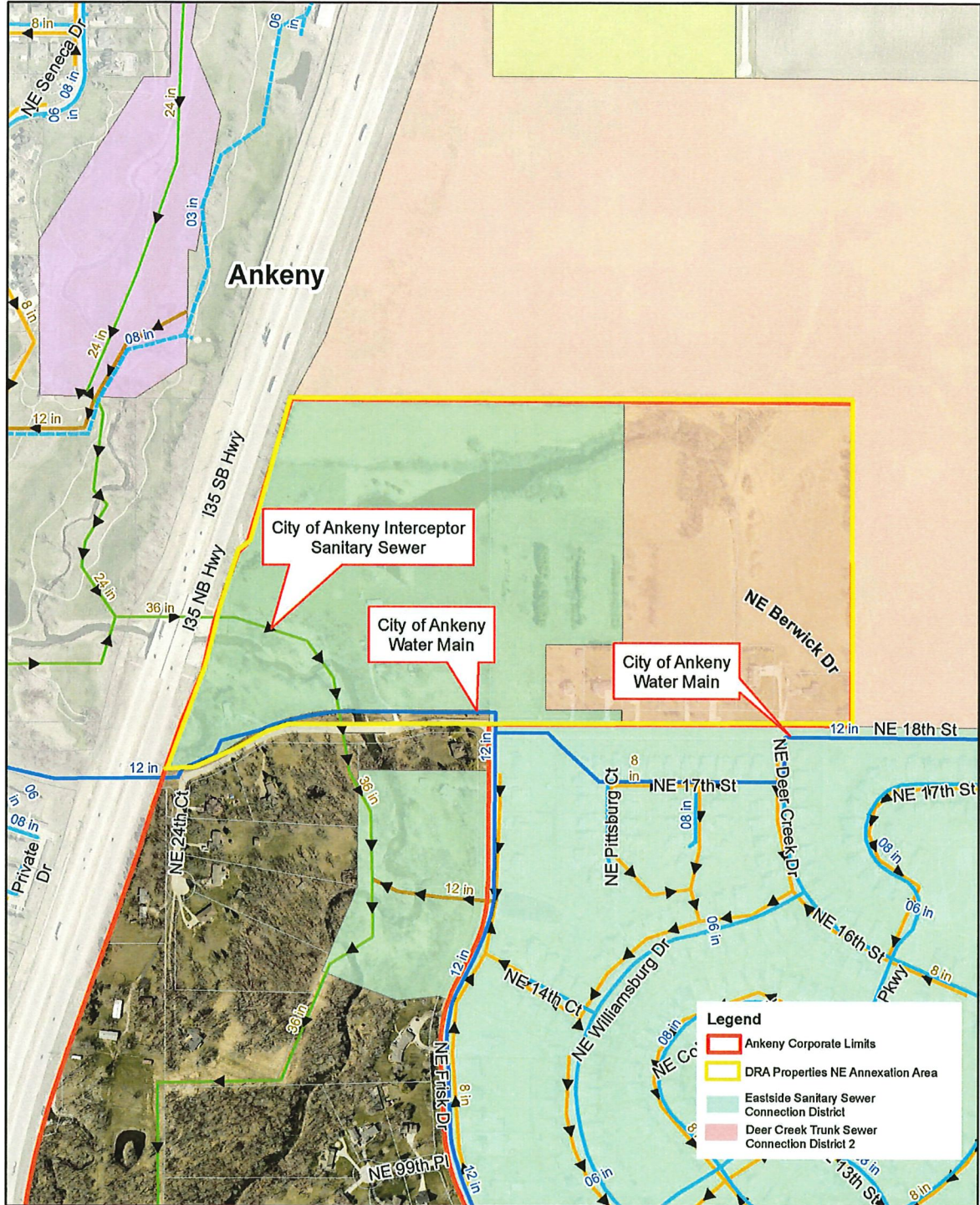
a) Sanitary Sewer:

The City's current sanitary sewer service and the future sewer districts are shown on the utility map in the P&Z packet. Currently, the City has a 36" sanitary trunk main that exists east of I-35 and North of 102nd Avenue in the Southwest corner of the annexation area. This line will serve the Eastside Sanitary Sewer Connection District 1, which will then extend into the annexation area. All sanitary sewer constructed within a development is the responsibility of the developer. Other sanitary sewer trunk mains that are extended to serve future development are often installed through connection fee districts. The established connection fees for the Eastside Sanitary Sewer Connection District 1 are outlined below:

Effective Date	Sewer Connection Fee (per acre – 1 acre minimum)
Prior to and through December 31, 2009	\$2,227
January 1, 2010	\$2,352
January 1, 2011	\$2,477
January 1, 2012	\$2,602
January 1, 2013	\$2,727
January 1, 2014	\$2,852
January 1, 2015	\$2,977
January 1, 2016	\$3,102
January 1, 2018 and thereafter	\$3,352

b) Water:

Currently the City of Ankeny has 12" water mains installed along NE 18th Street/102nd Avenue, just south of the proposed annexation area. These current water mains are shown on the provided utility map. These water mains will be extended north into the annexation area to serve the future development at such time as this area develops. The developer is responsible for the construction of all water mains within their developments. The City will participate in cost sharing, paying for the over-sizing of water mains, for those mains to be installed that are 12" or larger and serve areas beyond the development. Also, larger water mains that are not located within a development but are extended to serve development are often installed through a connection fee district.



N
1 inch = 500 feet
Date: 9/14/2022

DRA Properties NE Annexation Utilities Map



c) Law Enforcement:

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

The annexation area can be expected to develop as residential dwellings. Members of the Police Department regularly attend Technical Review Committee meetings and work with the Planning and Engineering staff on design concerns. Initially, it is not anticipated that there will be any additional staff or equipment needed to serve the annexation territory. As the annexation area builds out, however, Ankeny recognizes that additional staff and equipment may be needed and has the fiscal capability of providing such.

d) Fire and EMS:

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

This annexation area is currently in the City of Ankeny Fire Protection District. A water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed. Initially, it is not anticipated that there will be any additional staff or equipment needed to serve the annexation territory. As the annexation area builds out, however, Ankeny recognizes that additional staff and equipment may be needed and has the fiscal capability of providing such.

e) Public Works:

The City of Ankeny has a fully staffed Public Works Department consisting of a director and 44 full-time employees. The Public Works Department covers Roadway Engineering, Operations, Storm Water and Environmental and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction

plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained.

Initially, it is not anticipated that there will be any additional staff or equipment needed to serve the annexation territory. As the annexation area builds out, however, Ankeny recognizes that additional staff and equipment may be needed and has the fiscal capability of providing such.

f) Community Development:

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

Initially, it is not anticipated that there will be any additional staff or equipment needed to serve the annexation territory. As the annexation area builds out, however, Ankeny recognizes that additional staff and equipment may be needed and has the fiscal capability of providing such.

g) Municipal Utilities:

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

Initially, it is not anticipated that there will be any additional staff or equipment needed to serve the annexation territory. As the annexation area builds out, however, Ankeny recognizes that additional staff and equipment may be needed and has the fiscal capability of providing such.

h) Library, Parks & Recreation:

The City of Ankeny has a public library, multiple parks, the Albaugh Family Senior Center and numerous recreation programs administered by the City's Parks and Recreation Department. The Parks and Recreation Department is staffed by a Director and 35 full-time employees and the Library is staffed by a Director and 22 employees. Such amenities enhance the quality of life in Ankeny and make the community appealing to those choosing to live in the residential developments in the proposed annexation territory.

Initially, it is not anticipated that there will be any additional staff or equipment needed to serve the annexation territory. As the annexation area builds out, however, Ankeny recognizes that additional staff and equipment may be needed and has the fiscal capability of providing such.

i) Fiscal:

The City of Ankeny's bond rating is Aa1, and received the Distinguished Budget Presentation Award for fiscal year July 1, 2020. It is currently bonded to 34% of its total bondable capacity. Ankeny's general fund levy of \$6.05 per \$1,000 of taxable property valuation remains the lowest of any sizable city in Polk county and significantly below the \$8.10 statutory cap. Additionally, Ankeny has a property tax levy of \$9.95 per \$1,000 of taxable property valuation, which is the lowest among the largest Iowa cities. Ankeny's FY '22 budget marks the eighth straight year of property tax levy reductions. The City of Ankeny is professionally managed, is fiscally sound and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

G. Urban Services Agreement and Boundary:

Currently the City of Ankeny has an urban service agreement with Polk City. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

The annexation territory is approximately 2.7 miles from the City of Elkhart corporate limits and 3.7 miles from the City of Alleman corporate limits.

H. Combined Legal Descriptions:

The composite legal descriptions of the annexation territory are shown in the Annexation Map included with the P&Z packet. The annexation includes all abutting road right-of-way to the centerline of the adjacent road it the annexation territory – namely NE 102nd Avenue.

I. Polk County Auditor Verification:

The City of Ankeny provided copies of the landowners' annexation petitions and legal descriptions as well as a composite legal description of the entire annexation territory to the Polk County Auditor. On September 13, 2022, the Polk County Auditor's Officer confirmed that Ankeny has properly identified the ownership and the legal descriptions of the affected annexation territory properties.

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

The annexation territory is not within two miles of the urbanized area of the cities Elkhart and Alleman. A map showing the annexation territory, Ankeny's corporate limits in relation to the annexation territory, consenting and non-consenting territories and the annexation territory in relation to other cities, can be seen in the P&Z packet.

K. State Owned and County Owned Right of Way:

There is no state-owned right of way in the annexation territory and 2.94 acres of county owned right of way in the annexation area.

L. Certification of Compliance with Other Notice Requirements:

A consultation meeting is scheduled to be held Monday, September 26, 2022 at 10:00am. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors, Douglas Township Trustees, and notice was sent by regular mail to the Polk County Planning & Development and Ankeny Community School Districts.

M. Transition of Taxes:

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

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

The property owners, total acreage and the legal descriptions for the non-consenting properties are set out below:

Non-Consenting	Acreage
William M. & Bobbi J. Rieck Revocable Trust	0.95
Judith A. Vogel Family Trust & Martin K. Vogel Family Trust	0.95
Jesse E. & Lacey J. Baldwin	0.95
Wallace D. Lana M. Shea	0.95
Ryan & Laura Parker	0.95
Richard J. & Julie R. Day	0.95
Brett & Jessica Snyder	0.95
Scott G. & Suzanne Campbell	5.73
Total Non-Consenting Acreage	12.38

WILLIAM M. & BOBBI J. RIECK REVOCABLE TRUST

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-501-000
LEGAL DESCRIPTION:
LOT 1 IN NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT IN POLK COUNTY, IOWA.
AREA OF PROPERTY 0.95 ACRES

JUDITH A. VOGEL FAMILY TRUST & MARTIN K. VOGEL FAMILY TRUST

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-502-000
LEGAL DESCRIPTION:
LOT 2 IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, IN POLK COUNTY, IOWA.
AREA OF PROPERTY 0.95 ACRES

JESSE E. & LACEY J. BALDWIN

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-503-000
LEGAL DESCRIPTION:
LOT 3 IN NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A
PART OF POLK COUNTY, IOWA
AREA OF PROPERTY 0.95 ACRES

WALLACE D. & LANA M. SHEA

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-505-000
LEGAL DESCRIPTION:
LOT 4 IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, IN POLK COUNTY, IOWA.
AREA OF PROPERTY 0.95 ACRES

RYAN & LAURA PARKER

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-504-000
LEGAL DESCRIPTION:
LOT 5 IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING
A PART OF POLK COUNTY, IOWA.
AREA OF PROPERTY 0.95 ACRES

RICHARD J. & JULIE R. DAY

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-512-000
LEGAL DESCRIPTION:
LOT 2 IN NURSERY DRIVE ESTATES PLAT NO. 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING
A PART OF POLK COUNTY, IOWA.
AREA OF PROPERTY: 0.95 ACRES

BRETT & JESSICA SNYDER

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-511-000
LEGAL DESCRIPTION:
LOT 1 IN NURSERY DRIVE ESTATES PLAT NO. 2, AN OFFICIAL PLAT IN POLK COUNTY, IOWA
AREA OF PROPERTY 0.95 ACRES

SCOTT G. & SUZANNE CAMPBELL

POLK COUNTY DISTRICT/PARCEL NUMBER:

200/00109-003-000

LEGAL DESCRIPTION:

OUTLOT D OF GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, IN POLK COUNTY, IOWA AND PART OF THE EAST 44 ACRES OF THE S1/2 OF THE SW1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND DESCRIBED AS COMMENCING AT THE S1/4 CORNER OF SAID SECTION 7; THENCE S89°57'00"W, 575.0 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 7 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°57'00"W, 311.0 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NE 102ND AVENUE; THENCE CONTINUING S89°57'00"W, 374.3 FEET ALONG SAID SOUTH LINE OF THE SW1/4 TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 35, SAID POINT BEING 145 FEET NORMALLY DISTANT SOUTHEASTERLY FROM CENTERLINE OF INTERSTATE NO. 35; THENCE N22°31'00"E, 232.8 FEET (RECORDED AS 233.8 FEET) ALONG THE: SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 35 TO A POINT WHICH IS 160 FEET NORMALLY DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID INTERSTATE NO. 35; THENCE N12°12'15"E, 202.2 FEET (RECORDED 201.3 FEET) ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 137 FEET NORMALLY DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID INTERSTATE NO. 35; THENCE S83°31' 15" E, 446.4 FEET; THENCE S16°54'00"E, 343.5 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 102ND AVENUE; THENCE CONTINUING S16°54'00"E, 34.5 FEET TO THE POINT OF BEGINNING, EXCEPT 0.19 ACRES OF EXISTING RIGHT-OF-WAY FOR NE 102ND AVENUE; THEREFORE, CONTAINING 4.74" ACRES.

AREA OF PROPERTY 5.73 ACRES

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

The following shows the acreage of each parcel of property in the annexation territory:

Consenting	Acreage
DRA Properties, LC	62.43
Total Consenting Acres	62.43
Non-Consenting	
William M. & Bobbi J. Rieck Revocable Trust	0.95
Judith A. Vogel Family Trust & Martin K. Vogel Family Trust	0.95
Jesse E. & Lacey J. Baldwin	0.95
Wallace D. Lana M. Shea	0.95
Ryan & Laura Parker	0.95
Richard J. & Julie R. Day	0.95
Brett & Jessica Snyder	0.95
Scott G. & Suzanne Campbell	5.73
Total Non-Consenting Acres	12.38
Total Annexation Acres - minus road right-of-way	74.81
Public Road Right-of-Way	2.94
Total Annexation Acres	77.75

Summary: The total annexation territory consists of 77.75 acres including; 62.43 acres (83.45%) are owned by consenting property owners, 12.38 acres (16.55%) are owned by non-consenting property owners and 2.94 acres of public road right-of-way.

P. Map Showing Annexation Territory in Relation to Ankeny:

The maps showing the annexation territory, consenting and non-consenting property owners, public right of way and the relationship of the annexation territory to Elkhart and Alleman is depicted as attachments in the P&Z packet.

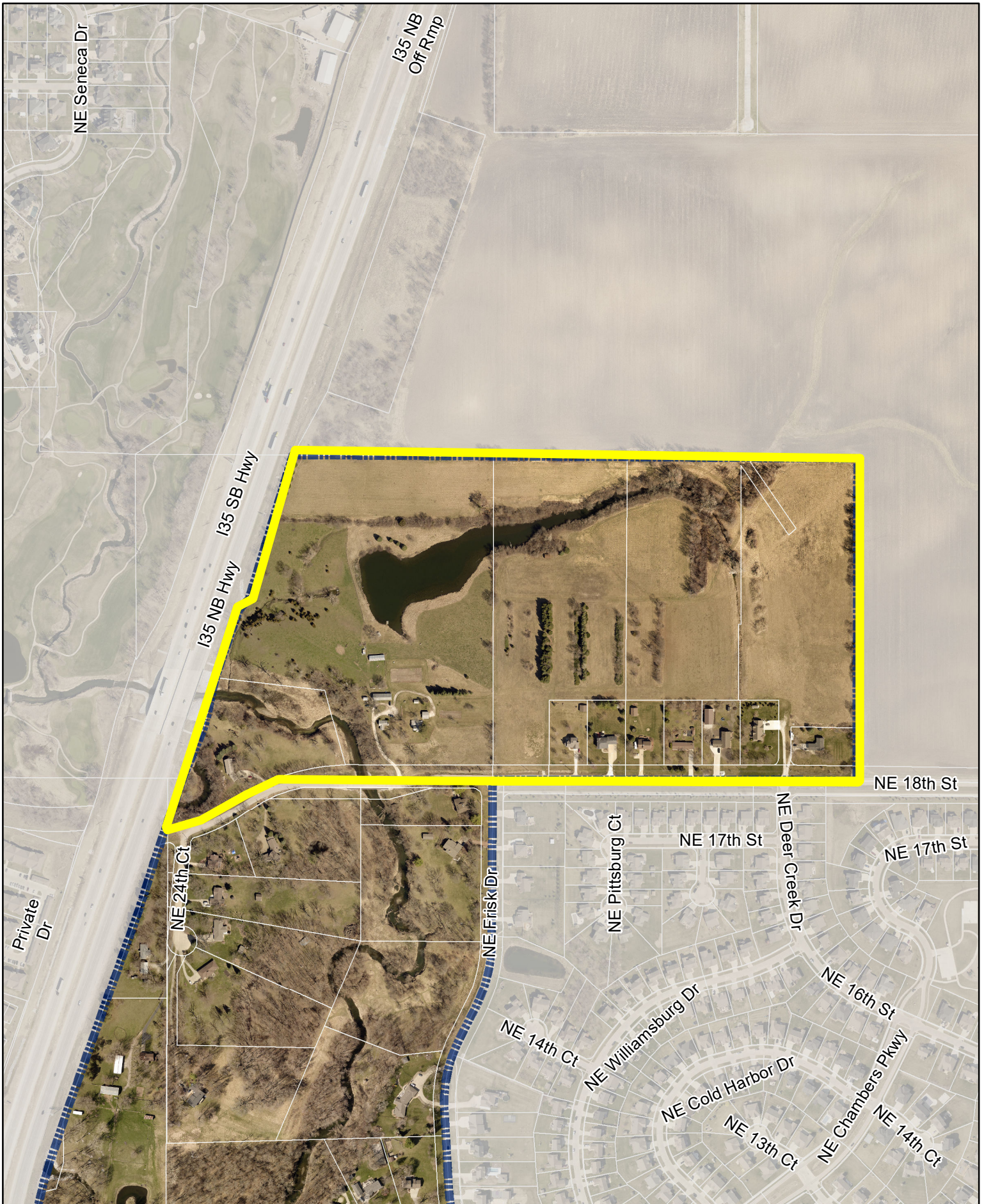
Q. Property Taxes:

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

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

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

If this annexation is approved it will have no impact on any other governmental or quasi-governmental entities.



ROLL CALL

Plan & Zoning Commission

Ankeny, IA

Date September 20, 2022

Ayes 6 Nays 0 Abstain 1 Absent 0

APPROVED

Chairperson

Secretary

Chris Hunter
David Schuyler

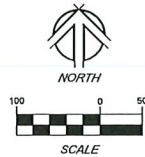
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DEVELOPER

DRA PROPERTIES LC
1515 NE 36TH ST
ANKENY, IA 50021
PHONE: 515-984-4444

LEGEND

- SUBJECT ANNEXATION AREA
- CITY CORPORATE LIMITS
- SECTION LINE
- SUBJECT BOUNDARY LINE
- EXISTING BOUNDARY LINE
- EXISTING R.O.W. EASEMENT LINE



LEGAL DESCRIPTION

LOTS 1 AND 2 NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

LOTS 1 - 5, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

OUTLOT Y, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, EXCEPT PARCEL A OF SAID OUTLOT Y, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844.

PARCEL A OF SAID OUTLOT Y, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844.

PART OF THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING EAST OF INTERSTATE 35 AND EXCEPT PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378.

PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378.

OUTLOT D, GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

PART OF THE WEST 45 ACRES OF THE SOUTH HALF OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SAID NURSERY DRIVE ESTATES PLATS 1 & 2.

THE ANNEXATION TERRITORY EXTENDS TO THE CENTERLINE OF ALL SECONDARY ROADS ADJACENT TO THE ABOVE DESCRIBED PROPERTIES.

CONTAINING APPROXIMATELY 77.74 ACRES, INCLUDING 2.94 ACRES OF ROAD RIGHT - OF - WAY.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

PART OF NE 1/4 OF SW 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST LYING EAST OF I-35

OWNER: DRA PROPERTIES LC
ZONING: CITY OF ANKENY
R-1: ONE-FAMILY RESIDENCE DISTRICT

NORTH 1/2 OF SE 1/4 & EAST 35 ACRES OF SE 1/4 OF SE 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST

OWNER: DRA PROPERTIES LC
ZONING: CITY OF ANKENY
R-1: ONE-FAMILY RESIDENCE DISTRICT

PART OF EAST 44 ACRES OF SOUTH 1/2 OF SW 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST LYING EAST OF I-35 EXCEPT PARCEL B

PART OF WEST 45 ACRES OF SOUTH 1/2 OF SE 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST EXCEPT NURSERY DRIVE ESTATES PLATS 1 & 2

ZONING: POLK COUNTY
LDR LOW DENSITY RESIDENTIAL

OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1 EXCEPT PARCEL A

PARCEL A OF OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1

OWNER: DRA PROPERTIES LC
ZONING: CITY OF ANKENY
R-1: ONE-FAMILY RESIDENCE DISTRICT

PARCEL B OF EAST 44 ACRES OF SOUTH 1/2 OF SW 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST

ZONING: POLK COUNTY
LDR LOW DENSITY RESIDENTIAL

OUTLOT D, GREENWOOD ACRES PLAT 2

LOT 3, GREENWOOD ACRES PLAT 2 EXCEPT R.O.W.

OWNER: DEWAYNE EHRLER
ZONING: POLK COUNTY
RR: RURAL RESIDENTIAL DISTRICT

LOT 2, GREENWOOD ACRES PLAT 2 EXCEPT R.O.W.
OWNER: MARK RATEKIN & AMY M RATEKIN
ZONING: POLK COUNTY
RR: RURAL RESIDENTIAL DISTRICT

LOT 1, DEER CREEK ESTATES PLAT 2
ZONING: CITY OF ANKENY
R-1: ONE-FAMILY RESIDENCE DISTRICT

NE 18TH STREET (CITY OF ANKENY)

OUTLOT Z

DEER CREEK ESTATES PLAT 6
ZONING: CITY OF ANKENY, R-1: ONE-FAMILY RESIDENCE DISTRICT

NE DEER CREEK DRIVE

DEER CREEK ESTATES PLAT 5

LOT 11, DEER CREEK ESTATES PLAT 13

OUTLOT Z

LOT 12

NE 17TH STREET (CITY OF ANKENY)

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

ANNEXATION TO THE CITY OF ANKENY

ANKENY, POLK COUNTY, IOWA

ANNEXATION TO THE CITY OF ANKENY

PROJECT NAME:

22011

DATE: 5/27/2022

DRAWN BY: TJH

CHECKED BY: ADS

SHEET SIZE: 24" X 36"

SHEET TITLE: ANX-1

SHEET NO: 1/1

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50022-2555
(515) 965-0123 phone • (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 08/02/22 - INCLUDED CAMPBELL PROPERTY
2) 09/01/22 - UPDATE DUE TO DRA PURCHASING PARCEL PROPERTY
3) 09/01/22 - UPDATE DUE TO DRA PURCHASING PARCEL PROPERTY
4) 09/01/22 - UPDATE DUE TO DRA PURCHASING PARCEL PROPERTY
5) 09/01/22 - UPDATE DUE TO DRA PURCHASING PARCEL PROPERTY
6) 09/01/22 - UPDATE DUE TO DRA PURCHASING PARCEL PROPERTY
7) 09/01/22 - UPDATE DUE TO DRA PURCHASING PARCEL PROPERTY

ANKENY, IOWA ASSOCIATES, INC. AND ALL ASSOCIATES AND AFFILIATES ARE NOT PROVIDING ANY PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES IN ANY STATE OTHER THAN IOWA. FOR ANY PROJECTS IN OTHER STATES, THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES FROM A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR IN THAT STATE.



N



1 inch = 360 feet

Date: 9/13/2022

DRA Properties NE Annexation Landowners



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned NE 102nd Ave, Ankeny, IA 50021.

Legal Description (attach, if lengthy) Parcel A of Outlot Y, Nursery Drive Estates Plat No 1

Property Owner(s): DRA Properties, LC

Address: 1525 NE 36th Street

Address: Ankeny, Iowa 50021

Phone #: 515-965-5249

Applicant / Contact DRA Properties / Tara Meredith

Address 1525 NE 36th Street, Ankeny IA 50021

Phone #: 515-965-5249

Signed by: Tara Meredith Date: 9/7/2022
(Property Owner) *

(Property Owners) Date: _____

(Property Owners) Date: _____

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: Tara Meredith Date: 9/7/2022
(Applicant/Contact)

Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

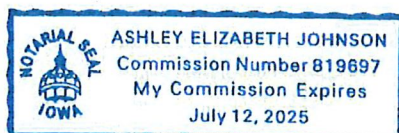
On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____ a partnership, and that the instrument was signed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

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 7th day of September, 2022, before me, a Notary Public in and for Polk County, Iowa, personally appeared Tara Mandith, to me personally known, who being by me duly sworn, did say that that person is Secretary of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Tara Mandith acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Ashley Elizabeth Johnson
Notary Public in and for
Polk County, Iowa

Statement of Authority
(Iowa Code § 489.302)

1. This Statement of Authority relates to the limited liability corporation formed under the laws of the State of Iowa and named D.R.A. Properties, L.C. ("DRA Properties").
2. The street and mailing address of D.R.A. Properties is 1525 NE 36th Street, Ankeny, Iowa 50021.
3. Tara Meredith, Secretary of D.R.A. Properties, is authorized to execute instruments transferring real property held in the name of D.R.A. Properties and enter into other transactions on behalf of, or otherwise act for or bind, the company.
4. The authority of the foregoing person(s) to bind the entity is limited by Section (3) (A) of the Operating Agreement for D.R.A. Properties.
5. This Statement of Authority is executed on behalf of D.R.A. Properties pursuant to the provisions of Iowa Code § 489.302.
6. This Statement of Authority amends and supersedes in all respect any prior Statement of Authority executed.

Executed this 5th day of May, 2011

By: 
Dennis Albaugh
Manager, D.R.A. Properties, L.C.

STATE OF IOWA)
) ss.
COUNTY OF POLK)

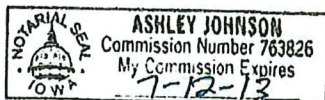
The foregoing instrument was acknowledged before me this 5th day of May, 2011 by Dennis Albaugh.

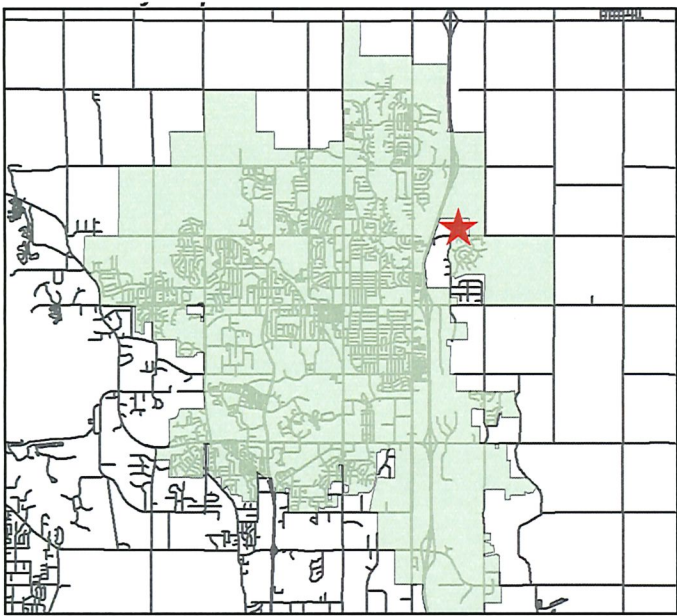
Witness my hand and official seal.

My commission expires:

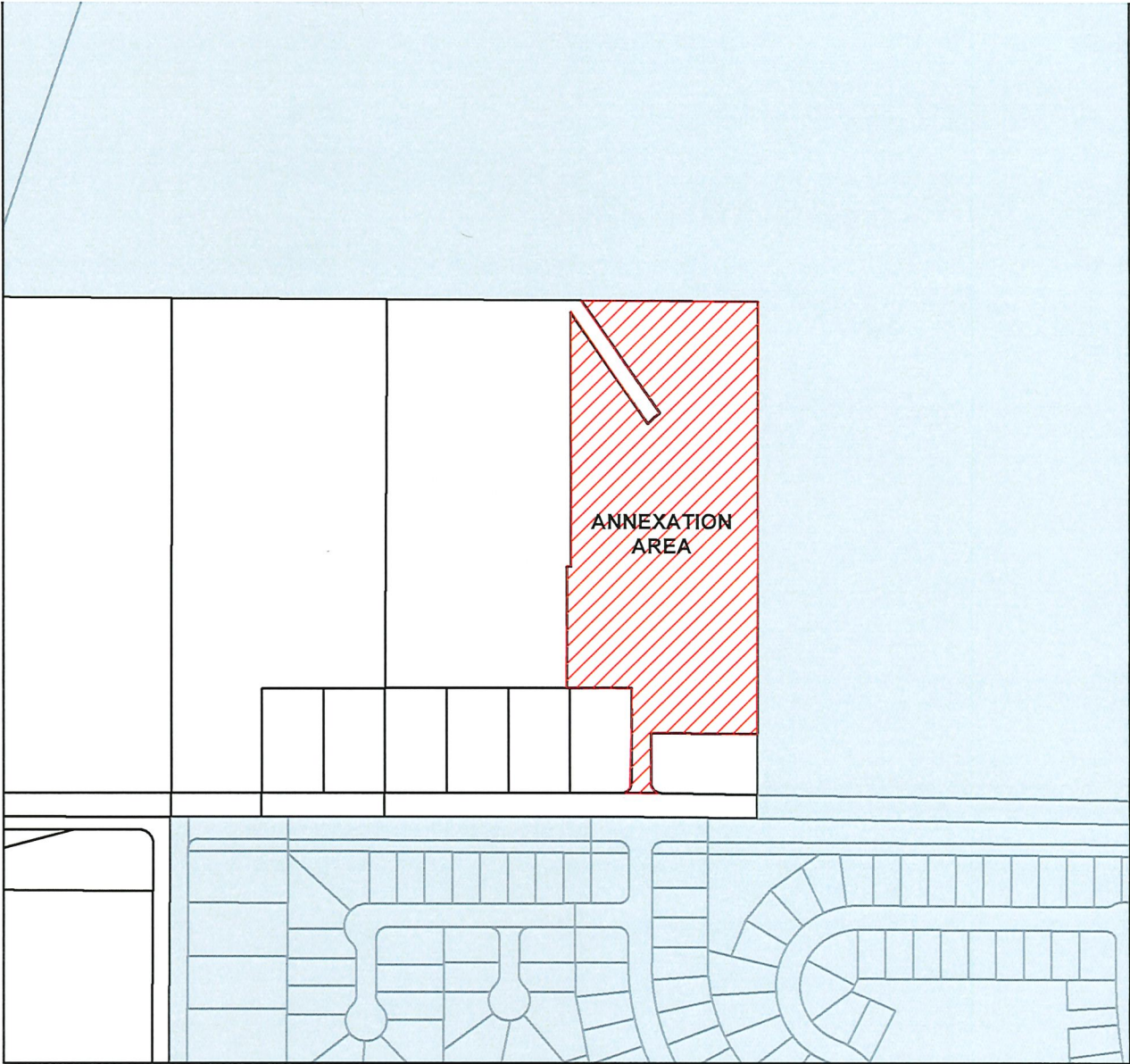
7-12-13


Notary Public





PARCEL "A" OF PLAT OF SURVEY FILED NOVEMBER 14, 2003 IN BOOK 10265, PAGE 844 BEING A PORTION OF OUTLOT "Y" IN NURSERY DRIVE ESTATES PLAT NO. 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA



1 inch = 433.558 feet

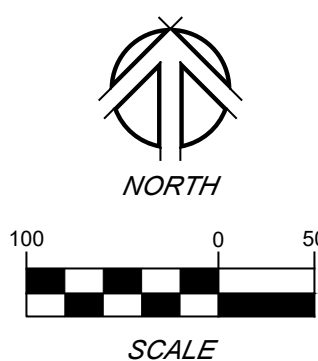
Annexation Map

Property Owners: DRA Properties, LC

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00540-506-002

City of Ankeny	DRA PROPERTIES NE ANNEXATION	Sheet No. 1 of 1	City of Ankeny, Iowa Planning and Building Department
			Drawn By: LH
			Checked by: Date: August 30, 2022

DRA PROPERTIES LO
1515 NE 36TH ST
ANKENY, IA 50021
PHONE: 515-964-4444



 SUBJECT ANNEXATION AREA
 CITY CORPORATE LIMITS
 SECTION LINE
 SUBJECT BOUNDARY LINE
 EXISTING BOUNDARY LINE
 EXISTING R.O.W. EASEMENT LINE

LOTS 1 AND 2 NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA

LOTS 1 - 5 NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA

OUTLOT Y, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, EXCEPT PARCEL A OF SAID OUTLOT Y, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844.

PARCEL A OF SAID OUTLOT Y, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844.

PART OF THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING EAST OF INTERSTATE 35 AND EXCEPT PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378.

PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378.

OUTLOT D, GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

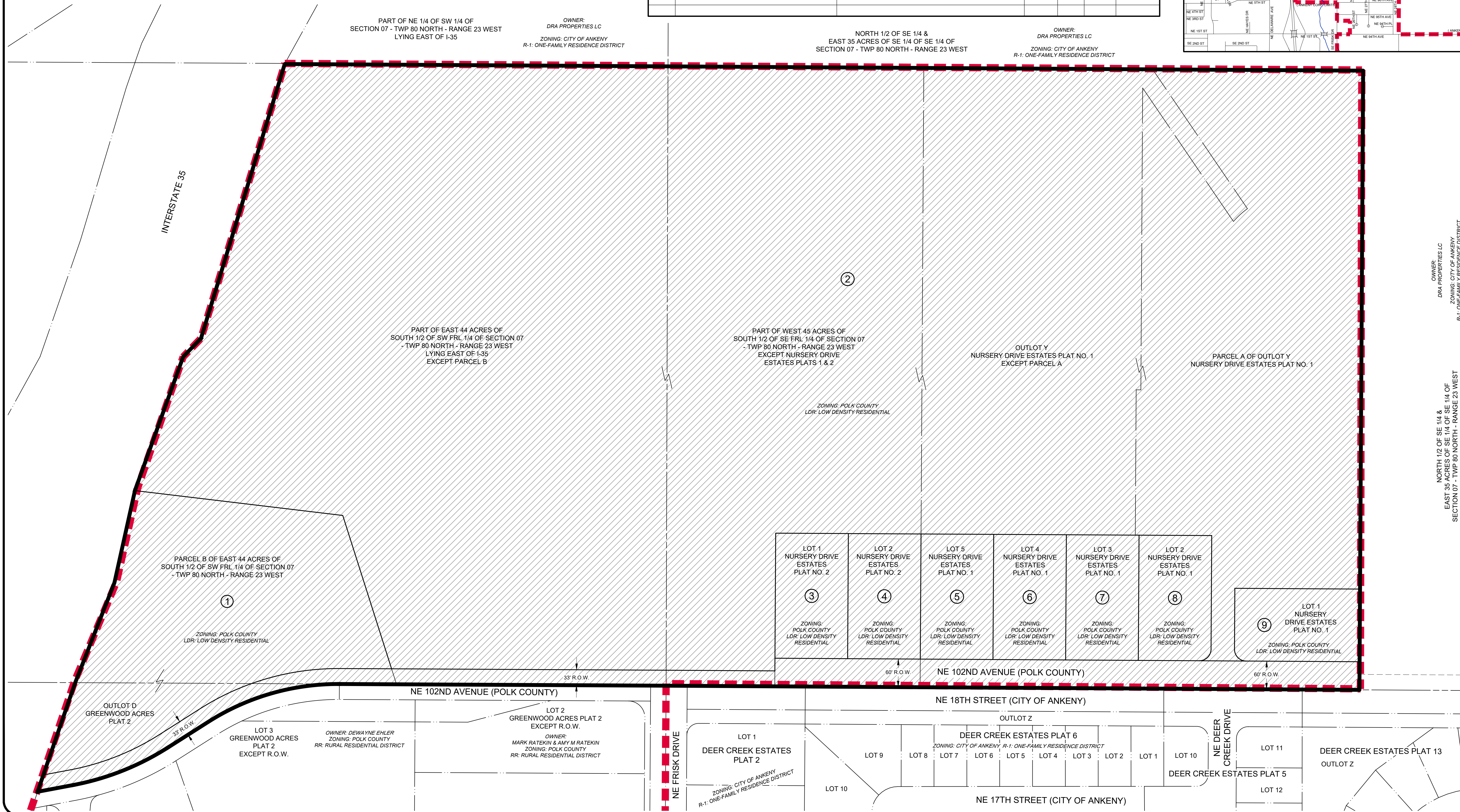
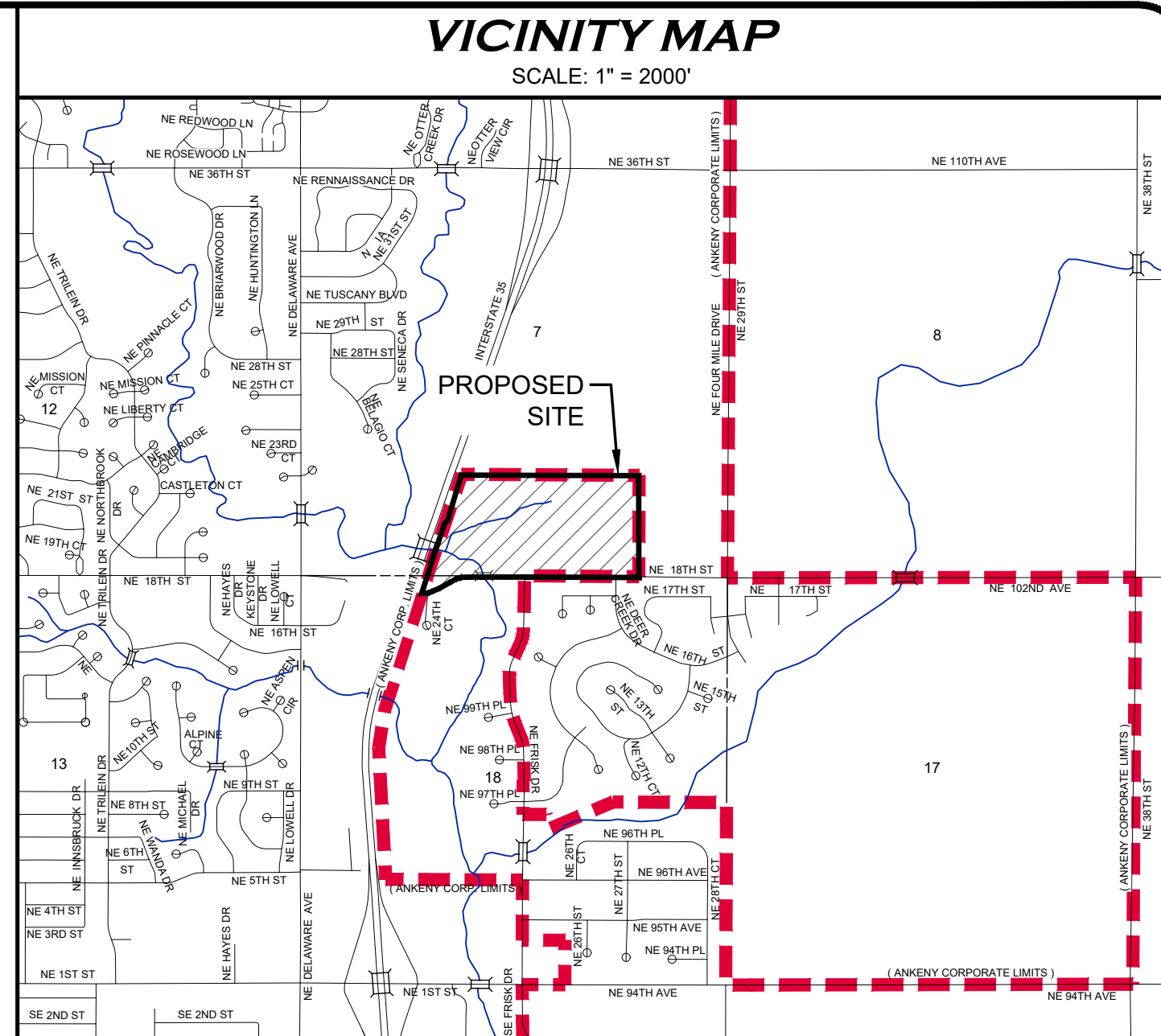
PART OF THE WEST 45 ACRES OF THE SOUTH HALF OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 07,
TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SAID NURSERY DRIVE
ESTATES PLATS 1 & 2.

THE ANNEXATION TERRITORY EXTENDS TO THE CENTERLINE OF ALL SECONDARY ROADS ADJACENT TO THE ABOVE DESCRIBED PROPERTIES.

CONTAINING APPROXIMATELY 77.74 ACRES, INCLUDING 2.94 ACRES OF ROAD RIGHT - OF - WAY.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL #	PROPERTY OWNERS	LEGAL DESCRIPTION	PARCEL AREA		% OF ANNEX AREA	CONSENTING OWNERS
1	SCOTT G. CAMPBELL & SUZANNE CAMPBELL	PARCEL B OF EAST 44 ACRES OF SOUTH 1/2 OF SW FRL 1/4 OF SECTION 07-80-23 WEST & OUTLOT D, GREENWOOD ACRES PLAT 2	5.73	ACRES	7.66%	
2	DRA PROPERTIES, LC	PART OF WEST 45 ACRES OF SOUTH 1/2 OF SE FRL 1/4 OF SECTION 07-80-23 & PART OF EAST 44 ACRES OF SOUTH 1/2 OF SW FRL 1/4 OF SECTION 07-80-23 & PART OF WEST 45 ACRES OF SOUTH 1/2 OF SE FRL 1/4 OF SECTION 07 - TWP 80 - RANGE 23 & PART OF OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1 & PARCEL A OF OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1	62.43	ACRES	83.46%	X
3	BRETT SNYDER & JESSICA SNYDER	LOT 1, NURSERY DRIVE ESTATES PLAT NO. 2	0.95	ACRES	1.27%	
4	RICHARD J DAY & JULIE R DAY	LOT 2, NURSERY DRIVE ESTATES PLAT NO. 2	0.95	ACRES	1.27%	
5	RYAN PARKER & LAURA PARKER	LOT 5, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%	
6	WALLACE D SHEA & LANA M SHEA	LOT 4, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%	
7	JESSE E BALDWIN & LACEY J BALDWIN	LOT 3, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%	
8	MARTIN K VOGEL FAMILY TRUST & JUDITH A VOGEL FAMILY TRUST	LOT 2, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%	
9	WILLIAM M RIECK & BOBBI J RIECK REVOCABLE TRUST	LOT 1, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%	
	ROAD R.O.W.		2.94	ACRES		
		TOTAL AREA	77.74	ACRES		
		NET AREA LESS R.O.W.	74.80	ACRES		
		CONSENT AREA	62.43	ACRES		
		CONSENT %			83.46%	



V:\NAI 2017\Projects 2017\22011\dwg\22011-ANX.dwg

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
5) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:

1	08/30/22 - INCLUDED CAMPBELL PROPERTY
2	
3	09/01/22 - UPDATE DUE TO DRA PURCHASING PANZIL PROPERTY
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DE NILLER ASSOCIATES, INC. WAVES ANY
ALL RESPONSIBILITY AND LIABILITY FOR
PROBLEMS WHICH ARISE FROM FAILURE TO
OW THESE PLANS, SPECIFICATIONS, OR
ENGINEERING INTENT THEY CONVEY, OR
PROBLEMS WHICH ARISE FROM FAILURE
OBTAIN AND/OR FOLLOW THE ENGINEER'S
ADVANCE WITH RESPECT TO ANY ERRORS,
OMISSIONS, INCONSISTENCIES, AMBIGUITIES
OR CONFLICTS WITH ANY LAWS, REGULATIONS,

ANNEXATION TO THE CITY OF ANKENY
ANKENY, POLK COUNTY, IOWA

ANNEXATION TO THE CITY OF ANKENY

PROJECT NAME:	DESCRIPTION:
NAI NO.: 22011	
DATE: 5/27/2023	
DRAWN BY: TJH	
CHECKED BY: ADS	
SHEET SIZE: 24" X 36"	
SHEET TITLE: ANX-1	
SHEET NO.: 1 / 1	



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 2538 NE 102nd Drive, Ankeny, Iowa 50021.
Geoparcels 8023-07-451-010, 8023-07-451-001, and 8023-07-300-009. 49.77 acres total

Legal Description (attach, if lengthy) See Attached

Property Owner(s): DRA Properties, LC

Address: 1525 NE 36th Street

Address: Ankeny, IA 50021

Phone #: 515-965-5249

Applicant / Contact DRA Properties / Dennis Albaugh

Address 1525 NE 36th Street, Ankeny, IA 50021

Phone #: 515-965-5249

Signed by: Jara Meredith sec. **Date:** 6/2/2022
(Property Owner) *

Date: _____
(Property Owners)

Date: _____
(Property Owners)

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: Jara Meredith sec. **Date:** 6/2/2022
(Applicant/Contact)

RECEIVED

Original Signatures are Required

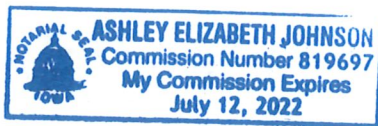
JUN 08 2022

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 2nd day of June, 2022, before me, a Notary Public in and for Polk County, personally appeared Tara Meredith, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Ashley Elizabeth Johnson
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

EXHIBIT "A"
LEGAL DESCRIPTION

Part of the East 44 acres, lying East of Interstate No. 35, of the S 1/2 of the SW Fr. 1/4 of Section 7, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, EXCEPT Parcel "B" (Recorded in Book 7242, Pages 378-379).

AND

The West 45 acres of the S 1/2 of the SE 1/4 of Section 7, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, EXCEPT that part platted in Nursery Drive Estates Plats No. 1 and No. 2; subject to and together with any and all easements and restrictions of record.

AND

Outlot Y, Nursery Drive Estates Plat No. 1 Except Parcel "A" filed by Plat of Survey November 14, 2003 in Book 10265 Page 844, an Official Plat, now included in and forming a part of Polk County, Iowa.

Statement of Authority
(Iowa Code § 489.302)

1. This Statement of Authority relates to the limited liability corporation formed under the laws of the State of Iowa and named D.R.A. Properties, L.C. ("DRA Properties").
2. The street and mailing address of D.R.A. Properties is 1525 NE 36th Street, Ankeny, Iowa 50021.
3. Tara Meredith, Secretary of D.R.A. Properties, is authorized to execute instruments transferring real property held in the name of D.R.A. Properties and enter into other transactions on behalf of, or otherwise act for or bind, the company.
4. The authority of the foregoing person(s) to bind the entity is limited by Section (3) (A) of the Operating Agreement for D.R.A. Properties.
5. This Statement of Authority is executed on behalf of D.R.A. Properties pursuant to the provisions of Iowa Code § 489.302.
6. This Statement of Authority amends and supersedes in all respect any prior Statement of Authority executed.

Executed this 5th day of May, 2011

By: 
Dennis Albaugh
Manager, D.R.A. Properties, L.C.

STATE OF IOWA)
) ss.
COUNTY OF POLK)

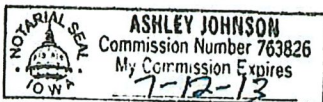
The foregoing instrument was acknowledged before me this 5th day of May, 2011 by Dennis Albaugh.

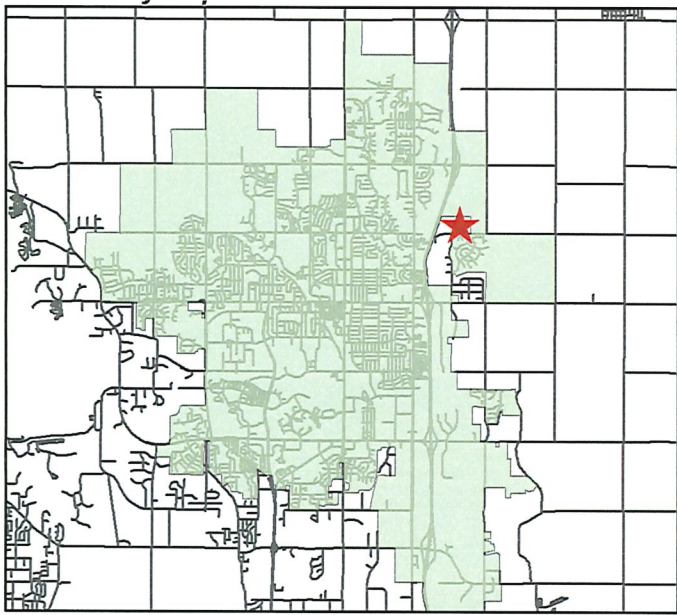
Witness my hand and official seal.

My commission expires:

7-12-13


Notary Public

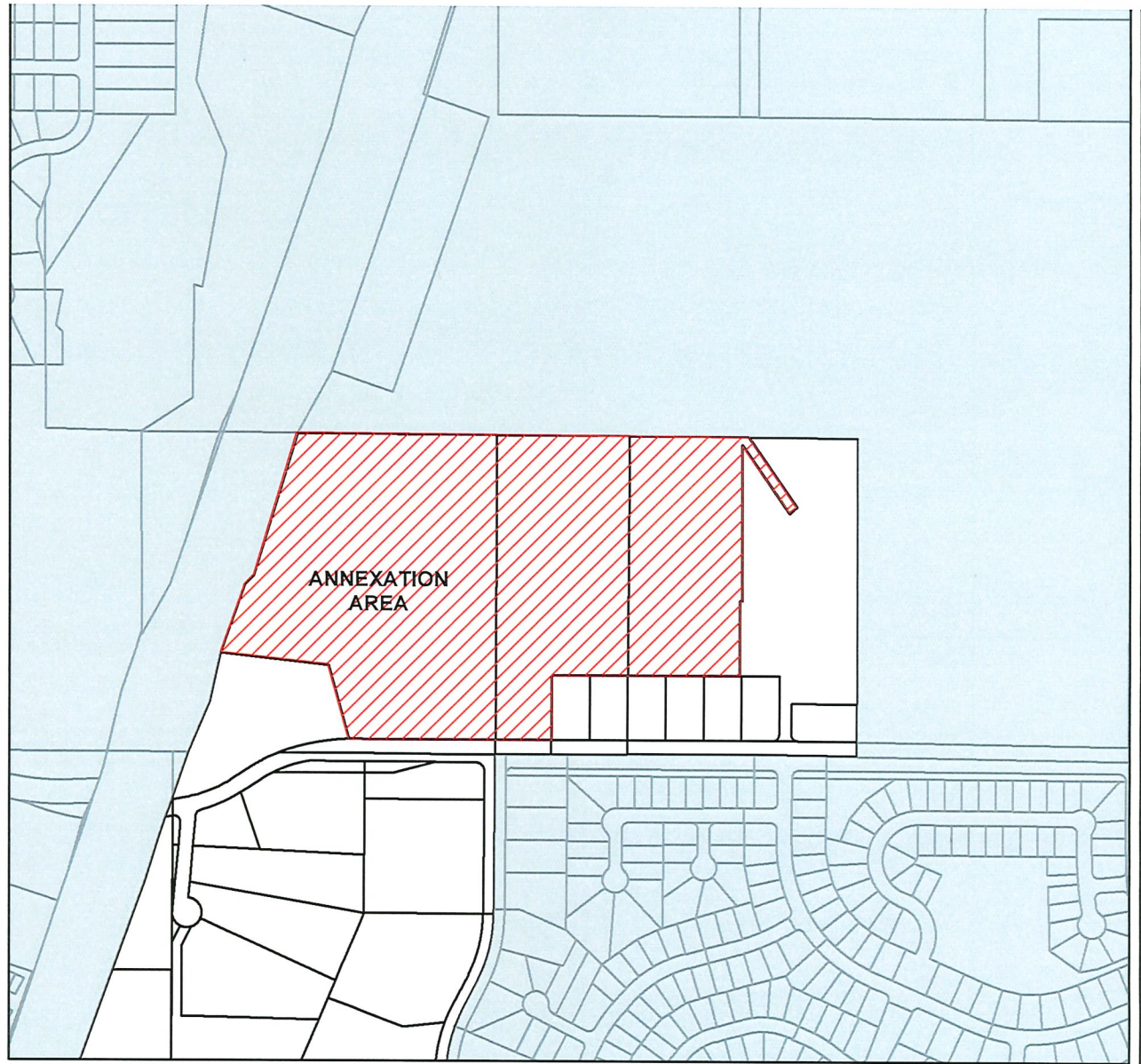




PART OF THE EAST 44 ACRES, LYING EAST OF INTERSTATE NO. 35, OF THE S 1/2 OF THE SW FRI. 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT PARCEL "B" (RECORDED IN BOOK 7242, PAGES 378-379).

AND THE WEST 45 ACRES OF THE S 1/2 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART PLATTED IN NURSERY DRIVE ESTATES PLATS NO. 1 AND NO. 2; SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

AND OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1 EXCEPT PARCEL "A" FILED BY PLAT OF SURVEY NOVEMBER 14, 2003 IN BOOK 10265 PAGE 844, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA.



1 inch = 700 feet

POLK COUNTY DISTRICT/PARCEL NUMBERS:
200/00109-004-000
200/00112-002-000
200/00540-506-001

Property Owners: DRA Properties, LC

Annexation Map

City of Ankeny

**DRA PROPERTIES
NE ANNEXATION**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: LH

Checked by:

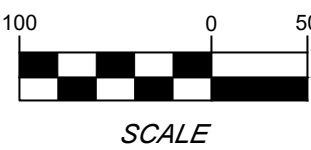
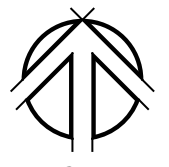
Date: August 30, 2022

DEVELOPER

DRA PROPERTIES LC
1515 NE 36TH ST
ANKENY, IA 50021
PHONE: 515-964-4444

LEGEND

- SUBJECT ANNEXATION AREA
- CITY CORPORATE LIMITS
- SECTION LINE
- SUBJECT BOUNDARY LINE
- EXISTING BOUNDARY LINE
- EXISTING R.O.W. EASEMENT LINE



LEGAL DESCRIPTION

LOTS 1 AND 2 NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

LOTS 1 - 5, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

OUTLOT Y, NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, EXCEPT PARCEL A OF SAID OUTLOT Y, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844.

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OUTLOT D, GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

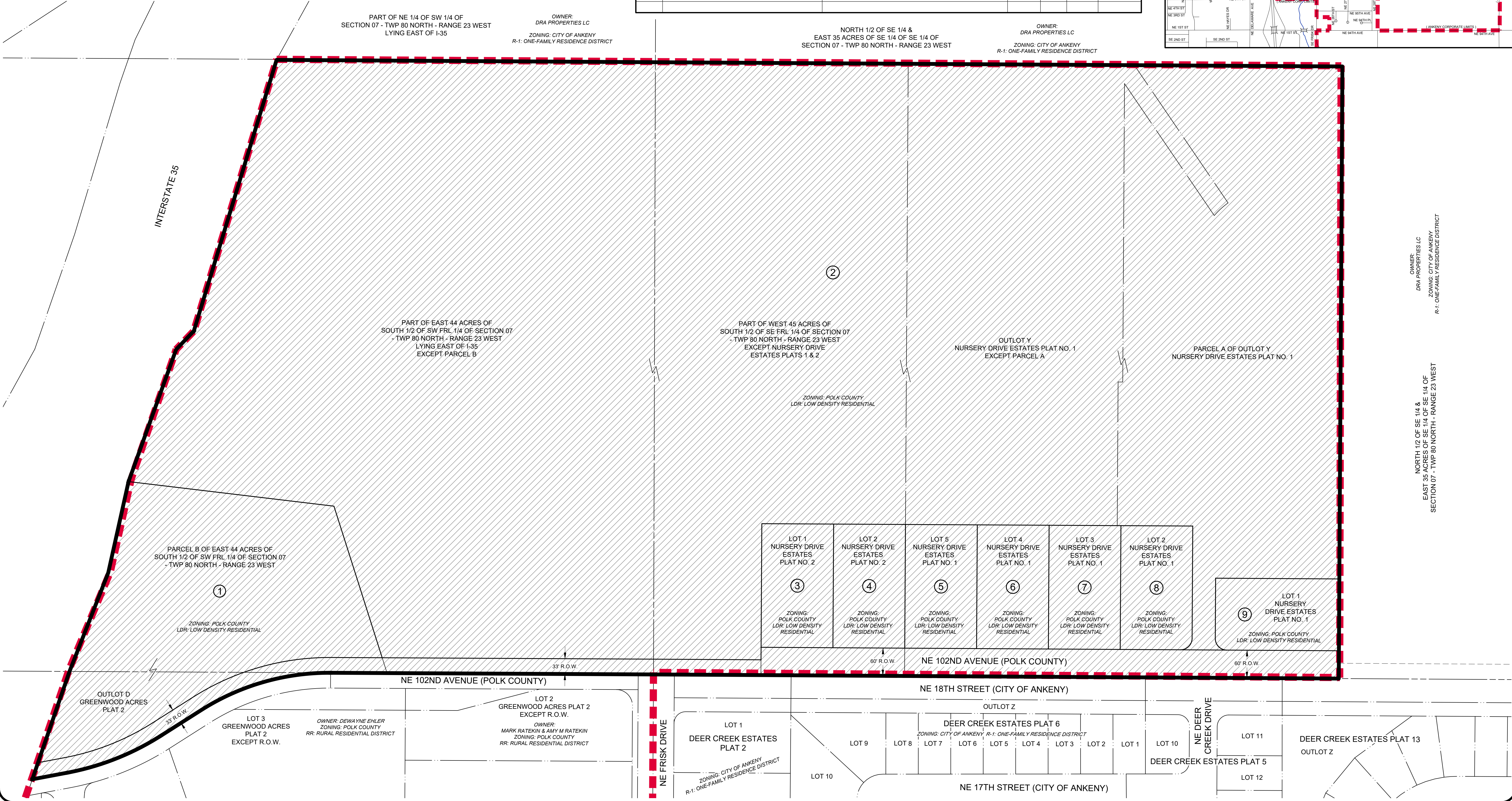
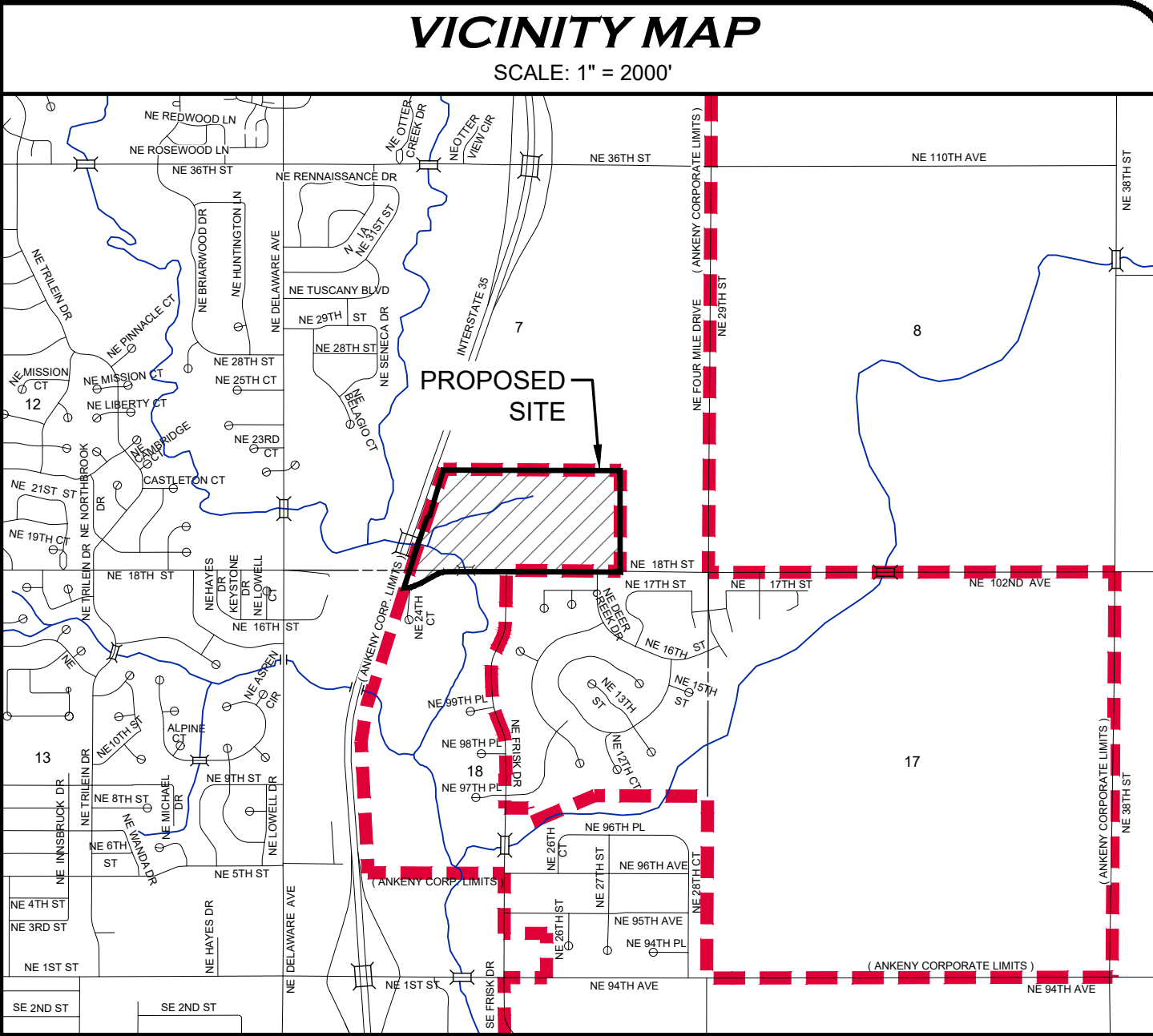
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THE ANNEXATION TERRITORY EXTENDS TO THE CENTERLINE OF ALL SECONDARY ROADS ADJACENT TO THE ABOVE DESCRIBED PROPERTIES.

CONTAINING APPROXIMATELY 77.74 ACRES, INCLUDING 2.94 ACRES OF ROAD RIGHT - OF - WAY.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL #	PROPERTY OWNERS	LEGAL DESCRIPTION	PARCEL AREA	% OF ANNEX AREA	CONSENTING OWNERS
1	SCOTT G. CAMPBELL & SUZANNE CAMPBELL	PARCEL B OF EAST 44 ACRES OF SOUTH 1/2 OF SW FRL 1/4 OF SECTION 07-80-23 WEST & OUTLOT D, GREENWOOD ACRES PLAT 2	5.73	ACRES	7.66%
2	DRA PROPERTIES, LC	PART OF WEST 45 ACRES OF SOUTH 1/2 OF SE FRL 1/4 OF SECTION 07-80-23 & PART OF EAST 44 ACRES OF SOUTH 1/2 OF SW FRL 1/4 OF SECTION 07-80-23 & PART OF WEST 45 ACRES OF SOUTH 1/2 OF SE FRL 1/4 OF SECTION 07 - TWP 80 - RANGE 23 & PART OF OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1 & PARCEL A OF OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1	62.43	ACRES	83.46%
3	BRETT SNYDER & JESSICA SNYDER	LOT 1, NURSERY DRIVE ESTATES PLAT NO. 2	0.95	ACRES	1.27%
4	RICHARD J DAY & JULIE R DAY	LOT 2, NURSERY DRIVE ESTATES PLAT NO. 2	0.95	ACRES	1.27%
5	RYAN PARKER & LAURA PARKER	LOT 5, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%
6	WALLACE D SHEA & LANA M SHEA	LOT 4, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%
7	JESSE E BALDWIN & LACEY J BALDWIN	LOT 3, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%
8	MARTIN K VOGEL FAMILY TRUST & JUDITH A VOGEL FAMILY TRUST	LOT 2, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES	1.27%
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	ROAD R.O.W.		2.94	ACRES	
		TOTAL AREA	77.74	ACRES	
		NET AREA LESS R.O.W.	74.80	ACRES	
		CONSENT AREA	62.43	ACRES	
		CONSENT %		83.46%	



Notices mailed by certified mail to:

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

KENNETH C. CAIRNS, TRUSTEE
DOUGLAS TOWNSHIP
8918 NE 46TH STREET
BONDURANT, IA 50035

TERRY ADAMSON, TRUSTEE
DOUGLAS TOWNSHIP
3230 NE 78TH AVENUE
ANKENY, IA 50021

JOANN ADAMSON, CLERK
DOUGLAS TOWNSHIP
3230 NE 78TH AVENUE
ANKENY, IA 50021

JUSTIN HUTTON, TRUSTEE
DOUGLAS TOWNSHIP
7612 NE 46TH STREET
BONDURANT, IA 50035

Notices mailed by regular mail to:

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

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

Meeting Date: SEPTEMBER 26, 2022 – 10:00 AM

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

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

Written comments received: *None received*



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-69: Proposed Cherry Glen Ballfield Development

EXECUTIVE SUMMARY:

The Cherry Glen Ballfield Development project improvements include, grading, utilities, installation of PCC paving, site amenities, and permanent seeding.

Other associated improvements include clearing of existing vegetation, subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, open shelter structure (ADD ALT NO. 1), erosion control, storm piping, temporary traffic control, pavement markings, batting cages, baseball field, landscaping, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on November 15, 2022. Four (4) bids were received as follows:

1. Musco Sports Lighting DBA Iowa Sports & Turf

Base Bid: \$534,254.61

Add Alt: \$53,774.40

2. Elder Corporation

Base Bid: \$641,149.15

Add Alt: \$38,725.00

3. All Star Concrete

Base Bid: \$668,368.50

Add Alt: \$55,101.00

4. Jensen Builders LTD

Base Bid: \$736,065.54

Add Alt: \$49,115.00

The Engineer's Estimate for the project was a Base Bid of \$545,141.50 and Add Alternate NO. 1 of \$43,800.00. The bids ranged from approximately 1% below to 33% above the estimate. Parks & Recreation staff reviewed the bid results both internally and with the project's engineering consultant. Musco Sports Lighting DBA Iowa Sports Turf has successfully completed other projects for the City of Ankeny. It is recommended that the project be awarded to Musco Sports Lighting DBA Iowa Sports Turf of Des Moines, Iowa.

Pending project approval and award by the City Council, the Contractor shall substantially complete the project no later than June 1, 2023. The Contractor shall fully complete the project no later than July 1, 2023.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction planned for 2022-2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and

estimated cost (\$588,914.50).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Cherry Glen Ballfield Development project.

3. Receive and file the report of bids received on November 15, 2022.

4. Approve Resolution, making award of construction contract to Musco Lighting DBA Iowa Sports Turf of Des Moines, Iowa.

5. Approve Resolution, approving contract and bonds with Musco Lighting DBA Iowa Sports Turf in the amount of \$588,029.01.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

October 17, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as November 15, 2022, and setting the public hearing date as November 21, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-69.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-69

5:30 P.M.

NOVEMBER 21, 2022

PROPOSED CHERRY GLEN BALLFIELD DEVELOPMENT PROJECT

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 Cherry Glen Ballfield Development project. Notice of this hearing was published in the Des Moines Register on the 4th day of November, 2022.

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 2022-69.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT", 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 CHERRY GLEN BALLFIELD DEVELOPMENT

WHEREAS, on the 17th day of October, 2022, 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 Cherry Glen Ballfield Development; and

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

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

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

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
11-21-22

BID LETTING

10:30 A.M.

NOVEMBER 15, 2022

CHERRY GLEN BALLFIELD DEVELOPMENT

The purpose of this meeting is to receive, open and tabulate bids for construction of the Cherry Glen Ballfield Development project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 541141.50

AH: 43800.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ☒	All Star Concrete, LLC 4989 NW Johnston Dr Johnston IA 50131	668368.60 AH: 55,101.00	☒
2) ☒	Elder Corporation 5088 E University Ave Des Moines IA 50327	641149.15 AH: 38725.00	☒
3) ☒	Jensen Limited Builders 2097 NE 60th Avenue Des Moines IA 50313	736065.54 AH: 49115.00	☒
* 4) ☒	Museo Sports Lighting DBA Iowa Sports Turf 742 NE 47th Pl Des Moines IA 50313	534254.61 AH: 53774.40	☒
5) ☐			
6) ☐			

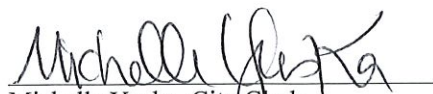
*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of November 21, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Cherry Glen Park Ballfield Development
City of Ankeny - Parks & Recreation
November 15, 2022, 10:30 am

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		1		2		3		2	
				UNIT PRICE	TOTAL PRICE	MUSCO SPORTS LIGHTING DBA IOWA SPORTS TURF		ELDER CORPORATION		ALL STAR CONCRETE		JENSEN BUILDERS LTD	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID												
	GENERAL PROVISIONS												
1.1	Mobilization / Construction Fence	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$69,000.00	\$69,000.00	\$108,700.00	\$108,700.00	\$90,000.00	\$90,000.00
	EARTHWORK												
2.1	Demolition	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$14,850.00	\$14,850.00	\$19,900.00	\$19,900.00	\$14,755.00	\$14,755.00
2.2	Import	CY	2,810	\$20.00	\$56,200.00	\$16.83	\$47,292.30	\$15.90	\$44,679.00	\$21.00	\$59,010.00	\$25.52	\$71,711.20
2.3	Grading	LS	1	\$17,000.00	\$17,000.00	\$80,000.00	\$80,000.00	\$73,900.00	\$73,900.00	\$66,696.00	\$66,696.00	\$85,350.00	\$85,350.00
	BALLFIELD												
3.1	Skinned Infield Surfacing (Shakopee) and Sand Subgrade	SF	10,250	\$4.25	\$43,562.50	\$3.42	\$35,055.00	\$8.10	\$83,025.00	\$6.60	\$67,650.00	\$8.41	\$86,202.50
3.2	Pitchers Mound and Home Plate	LS	1	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$5,050.00	\$5,050.00	\$4,623.00	\$4,623.00	\$5,900.00	\$5,900.00
3.3	Bases	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,425.00	\$1,425.00	\$1,026.00	\$1,026.00	\$1,315.00	\$1,315.00
	FENCING												
4.1	4' Height Fence	LF	132	\$28.00	\$3,696.00	\$39.78	\$5,250.96	\$39.75	\$5,247.00	\$39.00	\$5,148.00	\$49.90	\$6,586.80
4.2	8' Height Fence	LF	52	\$55.00	\$2,860.00	\$49.98	\$2,598.96	\$50.00	\$2,600.00	\$49.00	\$2,548.00	\$62.70	\$3,260.40
4.3	8' Height Double Gate - (Batting Cage)	EA	1	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00	\$1,020.00	\$1,020.00	\$1,000.00	\$1,000.00	\$1,280.00	\$1,280.00
4.4	12' Height Fence - (Batting Cage)	LF	189	\$84.00	\$15,876.00	\$70.97	\$13,413.33	\$71.00	\$13,419.00	\$70.00	\$13,230.00	\$89.00	\$16,821.00
4.5	16' Height Fence	LF	74	\$110.00	\$8,140.00	\$126.87	\$9,388.38	\$127.00	\$9,398.00	\$125.00	\$9,250.00	\$160.00	\$11,840.00
	STORM SEWER												
5.1	15" CMP Pipe	LF	35	\$60.00	\$2,100.00	\$74.46	\$2,606.10	\$96.00	\$3,360.00	\$71.00	\$2,485.00	\$90.60	\$3,171.00
5.2	8" HDPE Pipe	LF	67	\$30.00	\$2,010.00	\$51.00	\$3,417.00	\$65.00	\$4,355.00	\$33.00	\$2,211.00	\$42.35	\$2,837.45
5.3	24" RCP Pipe	LF	114	\$100.00	\$11,400.00	\$107.10	\$12,209.40	\$116.50	\$13,281.00	\$99.00	\$11,286.00	\$126.60	\$14,432.40
5.4	12" RCP Pipe	LF	225	\$60.00	\$13,500.00	\$66.30	\$14,917.50	\$80.25	\$18,056.25	\$60.00	\$13,500.00	\$75.70	\$17,032.50
5.5	4" Subdrain	LF	570	\$18.00	\$10,260.00	\$15.00	\$8,550.00	\$18.00	\$10,260.00	\$21.00	\$11,970.00	\$26.90	\$15,333.00
5.6	Storm Structures	EA	4	\$4,000.00	\$16,000.00	\$3,570.00	\$14,280.00	\$3,650.00	\$14,600.00	\$3,684.00	\$14,736.00	\$4,715.00	\$18,860.00
5.7	Storm Structures - FES	EA	4	\$2,500.00	\$10,000.00	\$2,754.00	\$11,016.00	\$3,250.00	\$13,000.00	\$5,971.00	\$23,884.00	\$7,640.00	\$30,560.00
5.8	Storm Structures - CMP Apron	EA	2	\$1,500.00	\$3,000.00	\$816.00	\$1,632.00	\$600.00	\$1,200.00	\$1,681.00	\$3,362.00	\$2,150.00	\$4,300.00
5.9	Rip Rap	TN	40	\$100.00	\$4,000.00	\$107.10	\$4,284.00	\$91.25	\$3,650.00	\$131.00	\$5,240.00	\$167.00	\$6,680.00
	WATER SERVICE												
6.1	1" Water Line	LF	190	\$35.00	\$6,650.00	\$53.04	\$10,077.60	\$114.50	\$21,755.00	\$45.00	\$8,550.00	\$57.60	\$10,944.00
6.2	Curb Stop	LS	1	\$1,500.00	\$1,500.00	\$816.00	\$816.00	\$425.00	\$425.00	\$980.00	\$980.00	\$1,255.00	\$1,255.00
6.3	Drinking Fountain - Installation Only	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,050.00	\$3,050.00	\$2,500.00	\$2,500.00	\$2,690.00	\$2,690.00
	SITE ITEMS												
7.1	Dugout Bench	EA	4	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,675.00	\$10,700.00	\$1,926.50	\$7,706.00	\$2,465.00	\$9,860.00
	PAVEMENT												
8.1	5" Depth PCC Sidewalk & Trail	SF	13,896	\$8.00	\$111,168.00	\$6.63	\$92,130.48	\$5.75	\$79,902.00	\$6.50	\$90,324.00	\$6.22	\$86,433.12
8.2	5" Depth PCC Sidewalk - (Batting Cage)	SF	1,456	\$8.00	\$11,648.00	\$6.63	\$9,653.28	\$6.00	\$8,736.00	\$6.50	\$9,464.00	\$5.60	\$8,153.60
8.3	6" Depth PCC Parking Lot	SF	10,669	\$9.00	\$96,021.00	\$5.44	\$58,039.36	\$5.60	\$59,746.40	\$5.20	\$55,478.80	\$6.53	\$69,668.57
	LANDSCAPING												
9.1	Overstory Trees	EA	8	\$600.00	\$4,800.00	\$520.20	\$4,161.60	\$510.00	\$4,080.00	\$750.00	\$6,000.00	\$700.00	\$5,600.00
9.2	Evergreen Trees	EA	7	\$700.00	\$4,900.00	\$750.00	\$5,250.00	\$510.00	\$3,570.00	\$800.00	\$5,600.00	\$830.00	\$5,810.00
9.3	Ornamental Trees	EA	3	\$500.00	\$1,500.00	\$465.12	\$1,395.36	\$460.00	\$1,380.00	\$550.00	\$1,650.00	\$640.00	\$1,920.00
9.4	Shrubs	EA	36	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$82.00	\$2,952.00	\$278.00	\$10,008.00	\$108.00	\$3,888.00
	SURFACE RESTORATION												
10.1	Standard Seed Mix	LS	1	\$15,000.00	\$15,000.00	\$19,600.00	\$19,600.00	\$19,075.00	\$19,075.00	\$6,000.00	\$6,000.00	\$10,800.00	\$10,800.00
10.2	Athletic Seed Mix	AC	0.7	\$7,500.00	\$5,250.00	\$6,571.43	\$4,600.00	\$5,075.00	\$3,552.50	\$4,964.00	\$3,474.80	\$9,600.00	\$6,720.00
10.3	Erosion Control	LS	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$16,850.00	\$16,850.00	\$13,178.00	\$13,178.00	\$4,095.00	\$4,095.00
TOTAL BASE BID:				\$545,141.50		\$534,254.61		\$641,149.15		\$668,368.60		\$736,065.54	
BID SECURITY:						10%		10%		10%		10%	
	ADD ALTERNATE NO. 1												
	20' x 20' Open Shelter & Footings	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 46,481.40	\$ 46,481.40	\$ 31,575.00	\$ 31,575.00	\$ 45,751.00	\$ 45,751.00	\$ 42,900.00	\$ 42,900.00
	5" Depth PCC Sidewalk	SF	1,100	\$ 8.00	\$ 8,800.00	\$ 6.63	\$ 7,293.00	\$ 6.50	\$ 7,150.00	\$ 8.50	\$ 9,350.00	\$ 5.65	\$ 6,215.00
TOTAL ADD ALT NO. 1:				\$43,800.00		\$53,774.40		\$38,725.00		\$55,101.00		\$49,115.00	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT

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 Cherry Glen Ballfield Development, described in the plans and specifications heretofore adopted by this Council on November 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Musco Lighting DBA**
Iowa Sports Turf of **Des Moines, Iowa**

Amount of bid: **\$588,029.01**

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE CHERRY GLEN BALLFIELD
DEVELOPMENT**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Cherry Glen Ballfield Development, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Musco Lighting dba Iowa Sports Turf	of	Des Moines, Iowa
Amount of bid:	\$588,029.01		
Bond surety:			
Date of bond:			
Portion of project:	All construction work		

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of November, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Musco^{LLC} Sports Lighting, dba Iowa Sports Turf Management, hereinafter called the "Contractor."

WITNESSETH:

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

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

CHERRY GLEN BALLFIELD DEVELOPMENT

Project improvements include, grading, utilities, installation of PCC paving, site amenities, and permanent seeding.

Other associated improvements include clearing of existing vegetation, subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, open shelter structure (ADD ALT 1), erosion control, storm piping, temporary traffic control, pavement markings, batting cages, baseball field, landscaping, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Hundred Eighty-eight Thousand, Twenty-nine DOLLARS and One Cent (\$588,029.01), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the project no later than **June 1, 2023**. Substantial completion shall be defined as all grading, seeding, pavement and field construction being completed. The Contractor shall fully complete the project no later than **July 1, 2023**. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:



CONTRACTOR:

Musco Sports Lighting, LLC dba Iowa Sports Turf Management

Contractor

By: _____

Signature

Vice President

Title

100 1st Avenue West

Street Address

Oskaloosa, IA 52577

City, State, Zip Code

641-673-0411

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 3 8 - 8 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Mahaska County)

On this 16th day of November, 2022, before me a Notary Public in and for said county, personally appeared Christopher K. Hyland, to me personally known, who being by me duly sworn did say that person is Vice President of said Musco Sports Lighting, LLC dba Iowa Sports Turf Management that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) no seal has been procured by the said, and that said instrument was signed and sealed on behalf of the said Musco Sports Lighting, LLC dba Iowa Sports Turf Management, by authority of its managers and the said Musco Sports Lighting, LLC dba Iowa Sports Turf Management acknowledged the execution of said instrument to be the voluntary act and deed of said Musco Sports Lighting, LLC dba Iowa Sports Turf Management, by it voluntarily executed.

Melinda K. Walter
Notary Public in and for the State of Iowa
My commission expires April 24, 2025



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
BASE BID					
	GENERAL PROVISIONS				
1.1	Mobilization / Construction Fence	LS	1	\$20,000.00	\$20,000.00
	EARTHWORK				
2.1	Demolition	LS	1	\$15,000.00	\$15,000.00
2.2	Import	CY	2,810	\$16.83	\$47,292.30
2.3	Grading	LS	1	\$80,000.00	\$80,000.00
	BALLFIELD				
3.1	Skinned Infield Surfacing (Shakopee) and Sand Subgrade	SF	10,250	\$3.42	\$35,055.00
3.2	Pitchers Mound and Home Plat	LS	1	\$5,500.00	\$5,500.00
3.3	Bases	LS	1	\$1,000.00	\$1,000.00
	FENCING				
4.1	4' Height Fence	LF	132	\$39.78	\$5,250.96
4.2	8' Height Fence	LF	52	\$49.98	\$2,598.96
4.3	8' Height Double Gate – (Batting Cage)	EA	1	\$1,020.00	\$1,020.00
4.4	12' Height Fence – (Batting Cage)	LF	189	\$70.97	\$13,413.33
4.5	16' Height Fence	LF	74	\$126.87	\$9,388.38
	STORM SEWER				
5.1	15" CMP Pipe	LF	35	\$74.46	\$2,606.10
5.2	8" HDPE Pipe	LF	67	\$51.00	\$3,417.00
5.3	24" RCP Pipe	LF	114	\$107.10	\$12,209.40
5.4	12" RCP Pipe	LF	225	\$66.30	\$14,917.50
5.5	4" Subdrain	LF	570	\$15.00	\$8,550.00
5.6	Storm Structures	EA	4	\$3,570.00	\$14,280.00
5.7	Storm Structures – FES	EA	4	\$2,754.00	\$11,016.00
5.8	Storm Structures – CMP Apron	EA	2	\$816.00	\$1,632.00
5.9	Rip Rap	TN	40	\$107.10	\$4,284.00

	WATER SERVICE				
6.1	1" Water Line	LF	190	\$53.04	\$10,077.60
6.2	Curb Stop	LS	1	\$816.00	\$816.00
6.3	Drinking Fountain – Installation Only	LS	1	\$2,500.00	\$2,500.00
	SITE ITEMS				
7.1	Dugout Bench	EA	4	\$2,000.00	\$8,000.00
	PAVEMENT				
8.1	5" Depth PCC Sidewalk & Trail	SF	13,896	\$6.63	\$92,130.48
8.2	5" Depth PCC Sidewalk – (Batting Cage)	SF	1,456	\$6.63	\$9,653.28
8.3	6" Depth PCC Parking Lot	SF	10,669	\$5.44	\$58,039.36
	LANDSCAPING				
9.1	Overstory Trees	EA	8	\$520.20	\$4,161.60
9.2	Evergreen Trees	EA	7	\$750.00	\$5,250.00
9.3	Ornamental Trees	EA	3	\$465.12	\$1,395.36
9.4	Shrubs	EA	36	\$100.00	\$3,600.00
	SURFACE RESTORATION				
10.1	Standard Seed Mix	LS	1	\$19,600.00	\$19,600.00
10.2	Athletic Seed Mix	AC	0.7	\$6,571.43	\$4,600.00
10.3	Erosion Control	LS	1	\$6,000.00	\$6,000.00

TOTAL AMOUNT BASE BID = \$534,254.61

ADD ALTERNATE NO. 1					
	20' x 20' Open Shelter & Footings	LS	1	\$46,481.40	\$46,481.40
	5" Depth PCC Sidewalk	SF	1,100	\$6.63	\$7,293.00

TOTAL AMOUNT ADD ALTERNATE NO. 1 = \$53,774.40

TOTAL CONTRACT AMOUNT = \$588,029.01

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC dba Iowa Sports Turf Management, as Principal (hereinafter the "Contractor" or "Principal") and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Hundred Eighty Eight Thousand Twenty Nine and 01/100 DOLLARS (\$ 588,029.01), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of November, 20 22, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

CHERRY GLEN BALLFIELD DEVELOPMENT

Project improvements include, grading, utilities, installation of PCC paving, site amenities, and permanent seeding.

Other associated improvements include clearing of existing vegetation, subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, open shelter structure (ADD ALT 1), erosion control, storm piping, temporary traffic control, pavement markings, batting cages, baseball field, landscaping, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of November, 20 22.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Musco Sports Lighting, LLC dba Iowa Sports Turf Management

Contractor

By: _____

Signature

Christopher K. Hyland, VP / CFO

Title

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By: Jessica J. Perkins

Signature Attorney-in-Fact Officer

Jessica J. Perkins

Printed Name of Attorney-in-Fact Officer

USI Insurance Services

Company Name

300 Walnut St, Ste 200

Company Address

Des Moines, IA 50309

City, State, Zip Code

800.767.1724

Company Telephone Number

NOTE:

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



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

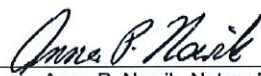
By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

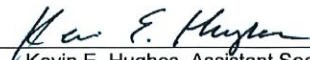
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **16th** day of **November**, 2022.




Kevin E. Hughes, Assistant Secretary

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



Cherry Glen Ball Diamonds and Parking Lot
Map is for Location Purposes Only



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2022-70: Proposed Issuance of Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:

The not to exceed \$3,000,000 Water Revenue Capital Loan Notes are being proposed to fund the construction of the High Trestle Trail Transmission Main project in the 2022 and 2023 Capital Improvement Program.

On February 21, 2022, the City Council held a public hearing on the issuance of Water Revenue Capital Loan Notes in the amount not to exceed \$3,000,000 to fund the construction of the High Trestle Trail Transmission Main - Phase 1 project. Since that time the project has been combined from a two-phase project to a one-phase project and the bid pricing was higher than expected requiring an additional \$3,000,000 in borrowing authority to provide the necessary funds to complete the project.

The additional \$3,000,000 in borrowing authority, brings the total to \$6,000,000.

FISCAL IMPACT: **Yes**

Project costs are approximately \$814,000 higher than originally anticipated due to unfavorable bid pricing.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-70.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2022-70

5:30 P.M.

NOVEMBER 21, 2022

**PROPOSED ISSUANCE OF NOT TO EXCEED \$3,000,000 WATER REVENUE CAPITAL
LOAN NOTES**

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of:

acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main.

Notice of this public hearing was published in the Des Moines Register on the 11th day of November 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND ISSUANCE OF SAID CAPITAL LOAN NOTES?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed loan and disbursement agreement and capital loan note issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED LOAN AND DISBURSMENT AGREEMENT AND CAPITAL LOAN NOTE ISSUANCE?” (Inform them to come to the microphone, give name and address for the record.)

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

1. Consider MOTION to close public hearing 2022-70.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$3,000,000 WATER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main Project, and has considered the extent of objections received from residents or property owners as to the proposed

issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$3,000,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

Section 2. That this Council does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Section 4. That the Clerk, with the assistance of bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Council shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

PASSED AND APPROVED this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Library Board of Trustees

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of November 7, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, November 7, 2022 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

APPROVAL OF AGENDA

1. Council Member Stearns moved, Bentz seconded, to approve and accept the November 7, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2022-65. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2125 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hardship Land LLC. FROM: its current R-1, One-Family Residence District TO: R-3, Multiple-Family Residence District restricted to 10 units per acre. Notice of this hearing was published in the Des Moines Register on the 28th day of October, 2022 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported the applicant, Hardship Land LLC is requesting to rezone property from R-1, One-Family Residence District to R-3 Multiple Family Residence District restricted to 10 units per acre. The area subject to the proposed rezoning consists of three parcels totaling 30 acres (+/-), and is located north of NW 18th Street and east of NW Weigel Drive.

Mayor Holm then asked for any public comment regarding the proposed project. Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale on behalf of Hardship Land, LLC offered to answer questions regarding the request. Allan Smith, 3418 NW 22nd Circle, questioned the unusable land and the density of the proposed area. Council Member Stearns moved, Ruddy seconded, to close public hearing 2022-65. Ayes: 5.

2. PH 2022-66. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2126 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC. FROM: its current R-1, One-Family Residence District TO: R-2, One -Family and Two-Family Residence District and PUD, Planned Unit Development. Notice of this hearing was published in the Des Moines Register on the 28th day of October, 2022 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported the applicant, Hope K. Farms, LLC is requesting to rezone property from R-1, One-Family Residence District to R-2, One-Family and Two-Family Residence District and PUD, Planned Unit Development. The area subject to the proposed rezoning consist of an approximant 91.98-acre (+/-) parcel of land located south of NW 54th Street and east of NW Irvinedale Drive within the northwestern quadrant of Ankeny. The subject property is surrounded by properties to the west that are

zoned PUD (Moeckley PUD) and properties to the south that are zoned R-2, One-Family and Two-Family Residence District. The areas to the north and east of the subject property are not within Ankeny's Corporate Limits.

The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map identifies the subject area as being suitable for low density residential land uses. The zoning compatibility matrix lists the R-2 and PUD zoning classifications as being partially compatible with the low density residential future land use classification.

Mayor Holm then asked for any public comment regarding the proposed project. Jared Murray, Civil Design Advantage, 4121 NW Urbandale Drive, on behalf of Hope K. Farms, LLC offered to answer questions about the project. Council Member Stearns moved, Shafer seconded, to close public hearing 2022-66. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of October 17, 2022, as published.
2. Receive and file minutes of the Library Board of Trustee meeting of September 15, 2022.

Licenses and Permits

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

Finance/Budget

4. Change Order #3, Absolute Concrete Construction, Inc. increasing the contract amount by \$305,180.70 for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.
5. Change Order #14, Graphite Construction Group increasing the contract amount by \$6,336.00 for additional construction services on the Ankeny Senior Community Center project.
6. Payment #8, \$1,810,935.60 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
7. Payment #6, \$14,746.20 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
8. Payment #28, \$49,614.78 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
9. Payment #18, \$34,660.59 to FOX Strand, for engineering services on the Ankeny ASR project.
10. Payment #5, \$46,200.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
11. Payment #14, \$44,786.13 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
12. Payment #6, \$66,482.50 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
13. Payment #3, \$2,940.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
14. Payment #6, \$1,366.50 to I & S Group, Inc., for engineering services on the Saylor Creek Repairs and Restoration project.

15. Payment #17, \$24,341.25 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
16. Payment #4, \$22,783.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
17. Payment #15, \$13,566.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
18. Payment #25, \$1,365.42 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
19. Payment #18, \$5,115.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
20. Payment #3, \$18,245.00 to Nilles Associates, Inc., for engineering services on the Diamond Hills Greenway Stream Repairs project.
21. Payment #2, \$32,483.00 to Olsson, Inc., for engineering services on the Fiber Optic Network Master Plan project.
22. Payment #7, \$20,663.25 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
23. Payment #26, \$4,255.40 to Shive Hattery for development services on the Ankeny Senior Community Center.
24. Payment #6, \$6,750.92 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
25. Payment #3, \$24,938.29 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
26. Payment #16, \$1,257.00 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.
27. Payment #27, \$1,622.75 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
28. Payment #20, \$9,243.47 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
29. Payment #8, \$2,952.13 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development Project.
30. Payment #21, \$9,953.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
31. Payment #15, \$24,744.69 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
32. Payment #24, \$5,769.66 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.
33. Payment #7, \$7,579.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
34. Payment #34, \$14,589.73 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive – RISE project.
35. Payment #26, \$1,783.13 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
36. November 7, 2022 Accounts Payable by Fund: General 866,831; Hotel Motel Tax 41,615; Road Use Tax 271,892; Library Foundation 2,827; Miracle Park 320; Solid Waste 195,903; Water 183,733; Sewer 544,223; Storm Water 14,997; Golf Course 28,332; Enterprise Project 260,808; Revolving 100,850; Risk Management 41,907; Health Insurance 314; Capital Projects 2,215,839; Payroll Totals 1,803,970; Transfers/ACH (195,040); Agenda Payments approved separately (2,437,997); Grand Total \$ 3,941,324.
37. **RESOLUTION 2022-480** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

Personnel

38. **RESOLUTION 2022-481** increasing the Full-Time Equivalent (FTE) positions authorized for fiscal year 2023 from 355.78 to 357.78.

Community Development

39. **RESOLUTION 2022-482** accepting a Public Sanitary Sewer Easement and Temporary Construction Easement from Michael L. and Heidi L. Wintermote, for the construction of a future public sanitary sewer main extension project (3225 NE 78th Ave).
40. **RESOLUTION 2022-483** accepting a Public Sanitary Sewer Easement and Temporary Construction Easement from DRA Properties, LC, for the construction of a future public sanitary sewer main extension project (DRA Properties, LC).
41. **RESOLUTION 2022-484** accepting a Public Sanitary Sewer Easement and Temporary Construction Easement from Jeremy Brandt, for the construction of a future public sanitary sewer main extension project (7630 NE Berwick Dr.).
42. **RESOLUTION 2022-485** accepting final plat, warranty deed to streets, water connection fee, and platted easements for Northgate East Plat 3.

Engineering

43. **RESOLUTION 2022-506** authorizing the execution of U.S. Highway 69 Asphalt Resurfacing Project – Preconstruction Agreement with Polk County.
44. **RESOLUTION 2022-486** accepting traffic signal improvements and termination of associated development agreement for NE Otterview Circle and NE 36th Street Intersection Improvements.
45. **RESOLUTION 2022-487** accepting roadway improvements and related public improvements for storm sewer and subgrade prep at NE Otterview Circle and NE 36th Street Intersection Improvements.
46. **RESOLUTION 2022-488** accepting roadway improvements and related public improvements for paving at NE Otterview Circle and NE 36th Street Intersection Improvements.
47. **RESOLUTION 2022-489** accepting a modified maintenance bond for flowable fill in 36 West Plat 1.
48. **RESOLUTION 2022-490** accepting public improvements in Kimberley Crossing Plat 1 for utilities.
49. **RESOLUTION 2022-491** accepting public improvements in Kimberley Crossing Plat 1 for paving.
50. **RESOLUTION 2022-492** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Northgate East Plat 3.
51. **RESOLUTION 2022-493** accepting maintenance bond for paving in Northgate East Plat 3
52. **RESOLUTION 2022-494** accepting maintenance bond for subgrade in Northgate East Plat 3.

Capital Improvement Projects

53. **Fiber Optic Connection to Ankeny Senior Center:** a) Certificate of Completion; b) **RESOLUTION 2022-495** accepting the public improvement with Precision Underground Utilities, LLC in the amount of \$50,528.00; and c) Final Payment #2 in the amount of \$356.25; and Retainage Payment in the amount of \$2,526.40.
54. **2022 PCC Street Patching Program:** a) Certificate of Completion; b) **RESOLUTION 2022-496** accepting the public improvement with Iowa Civil Contracting, Inc. in the amount of

\$982,995.32; and d) Final Payment #5 in the amount of \$0.00; and Retainage Payment in the amount of \$38,649.77.

55. **NE Four Mile Drive RCB for Deer Creek:** a) Certificate of Completion; b) **RESOLUTION 2022-497** accepting the public improvements with Gus Construction in the amount of \$1,030,883.08; c) Change Order #2 for \$9,569.90; d) Final Payment #7 in the amount of \$19,185.59 / Release of Retainage in the amount of \$51,544.15.

Administrative Items

56. **RESOLUTION 2022-498** establishing policies for the expenditure of funds for public purposes.
57. Amended and Substituted **RESOLUTION 2022-445** ordering preparation of final plat and schedule of assessments for nuisance abatement within the City of Ankeny, Iowa.
58. **RESOLUTION 2022-499** approving an Event Sponsorship and Participation Policy for the City of Ankeny, Iowa.
59. **RESOLUTION 2022-500** authorizing the execution of an agreement between the Greater Des Moines Partnership and City of Ankeny for coordination of economic development services
60. **RESOLUTION 2022-501** authorizing the execution of an agreement between Uptown Association, Inc. and City of Ankeny for the betterment of the Ankeny community.
61. **RESOLUTION 2022-502** authorizing the execution of an agreement between the Ankeny Area Chamber of Commerce and City of Ankeny for economic development and community services.
62. **RESOLUTION 2022-503** approving a 28E Agreement between the City of Ankeny and the Iowa Alcoholic Beverages Division (ABD) for a tobacco, Alternative Nicotine and Vapor Product Enforcement Program in the City of Ankeny.
63. Official City of Ankeny position statement objecting to the proposed 80/20 Annexation by the City of Alleman, Iowa.

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-63. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2122.** An Ordinance amending Chapter 94.05 of the Municipal Code of the City of Ankeny, Water Connection Districts Established. Council Member Ruddy moved, Stearns seconded, to accept second consideration of Ordinance 2122. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
2. **Ord 2123.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by DRA Properties, LC. Council Member Stearns moved, Ruddy seconded, to accept second consideration of Ordinance 2123. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
3. **Ord 2124.** An Ordinance vacating a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Park Plat 1, east of SW School Street at the SW 18th Street intersection. Council Member Bentz moved, Perry seconded, to accept second consideration of Ordinance 2124. Ayes: Bentz, Perry, Ruddy, Shafer, Stearns.
4. **Ord 2125.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC

from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre (PH 2022-65). Council Member Ruddy moved, Stearns seconded, to accept first consideration of Ordinance 2125. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

5. **Ord 2126.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC. (PH 2022-66) Council Member Perry moved, Ruddy seconded, to accept first consideration of Ordinance 2126. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.

NEW BUSINESS

1. NW Northlawn Area Utility Improvements - Phase 2 Initiate Proceedings. Council Member Bentz moved, Stearns seconded, to adopt **RESOLUTION 2022-504** ordering construction on the NW Northlawn Area Utility Improvements - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 11/29/22 @ 10:30 A.M. / date of hearing: 12/5/22 @ 5:30 P.M.) Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
2. Proposed Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes – Initiate Proceedings. Council Member Bentz moved, Shafer seconded, to adopt **RESOLUTION 2022-505** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,000,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 11/21/22 @ 5:30 p.m.). Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.

ADJOURNMENT

1. Meeting was adjourned at 5:49 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 11/18/22.



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Plan and Zoning Commission meeting of October 4, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-10-04

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, October 4, 2022

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

CALL TO ORDER

Vice Chair T.Rapp called the October 4, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by L.West to approve the October 4, 2022 agenda without amendments. Second by R.Weisheit. All voted aye. Motion carried 4 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the September 20, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 5325 NW 8th Street - Cherry Glen Ballfield Development Project

Motion to approve the site plan for 5325 NW 8th Street, Cherry Glen Ballfield Development Project, subject to staff approval of a traffic memo and City Council approval of a storm water management easement.

Item #3. Christian Juon Estates Plat 3 Preliminary Plat (County)

Motion to recommend City Council approval of the Christian Juon Estates Plat 3 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Referencing Item #2, R.Weisheit said he noticed that there is no electrical to accommodate lighting for the park and asked if the city has certain standards in determining whether there is a need.

E.Jensen commented that the neighborhood parks close at dusk, but Staff will contact the Parks and Recreation Director on whether there is a standard for lighting in the parks and provide that information to the Commission. E.Carstens further commented that there are street lights; and particularly, in a small residential neighborhood park like this the intent would be for it not to be lighted due to the proximity of neighboring properties.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1 - #3. Second by R.Weisheit. All voted aye. Motion carried 4 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #4. Hope K. Farms, LLC request to rezone property from R-1, One-Family Residence District to R-2, One-Family and Two-Family Residence District and PUD, Planned Unit Development

B.Morrissey reported the applicant, Hope K. Farms, LLC, is requesting to rezone property from R-1, One-Family Residence District to R-2, One-Family and Two-Family Residence District and PUD, Planned Unit Development.

He stated that the proposed rezoning consists of one parcel approximately 91.98 acres, which is located south of NW 54th Street and east of NW Irvinedale Drive. He provided information on the zoning districts for the properties that surround the subject property. B.Morrissey presented the conceptual plan stating that there are two rezoning areas; 37.99-acres to be zoned R-2 and 53.99-acres to be zoned PUD with the underlying zoning being R-3, restricted to Single-Family Residential. He noted that the PUD book provides the bulk regulations for the proposed PUD land area. B.Morrissey said that the conceptual plan is not intended to replace the need for a preliminary plat for this property and Staff is expecting a preliminary plat to come before them in the future. He presented The Ankeny Plan 2040 Future Land Use Map, which identifies the area as being suitable for Low-Density Residential. The Zoning Compatibility Matrix suggests that the R-2 and PUD zoning classifications are suitable with the low-density land use classification. B.Morrissey provided information on the future NW State Street alignment along with the stormwater flow and discharge for this property, which were questions raised by a member of the public at the public hearing. He noted that stormwater studies detailing flows, detention, and discharge rates will be required when the developer submits a final plat. B.Morrissey said the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. Staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-1, One-Family Residence District to R-2, One-Family and Two-Family Residence District and PUD, Planned Unit Development.

R.Weisheit confirmed that the exact size of the detention ponds will be determined when the conditional studies are complete. E.Jensen stated, yes.

There were no further questions from the Commission.

Motion by L.West to recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-1, One-Family Residence District, to R-2, One-Family and Two-Family Residence District and PUD, Planned Unit Development. Second by T.Ripper. All voted aye. Motion carried 4 – 0.

Item #5. Hardship Land, LLC request to rezone property from R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to 10 units per acre

R.Kirschman reported Hardship Land LLC is requesting to rezone 30.25 acres from R-1, Single-Family Residential District, to R-3, Multiple-Family Residential District, restricted to 10 units per acre. The rezoning is comprised of three parcels to the east of NW Weigel Drive, north of NW 18th Street, south of NW 36th Street. He then provided information on the zoning districts for the properties that surround the subject property; specifically noting that the parcel directly north was rezoned to R-3, Multiple-Family Residence District, in June of this year accompanied with an amendment to the Future Land Use Map from Low Density Residential to Medium Density Residential. He further said that the subject property is identified as Medium Density Residential in The Ankeny 2040 Comprehensive Plan. R.Kirschman provided information, which answered questions that were raised during the public hearing, including access to the subject property, what the anticipated timing is for paving of NW Weigel Drive and the development plan for the site. R.Kirschman said the developer has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. He again noted that the proposed rezoning is consistent with the Land Use designation as shown in the 2040 Comprehensive Plan; therefore, Staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-1, One-Family Residence District to R-3 Multiple Family Residence District restricted to 10 units per acre.

There were no questions from the Commission.

Motion by T.Ripper to recommend City Council approval of the request by Hardship Land LLC, to rezone property from R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 4 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the October 3, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the October 18, 2022 Plan and Zoning Commission meeting and the September 2022 Building Permit Report.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

October 17, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Meeting adjourned at 6:54 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of September 7, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 ZBOA Minutes 2022-09-07

Meeting Minutes

Zoning Board of Adjustment

Wednesday, September 7, 2022

Ankeny City Council Chambers

1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the September 7, 2022 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Kristi Tomlinson, Nichole Sungren, and Brett Walker.

Staff present: E.Jensen, E.Carstens, D.Silverthorn, B.Morrissey, R.Kirschman, B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE AUGUST 16, 2022 REGULAR MEETING

Motion by J.Baxter to approve the August 16, 2022 meeting minutes as submitted. Second by N.Sungren.

Motion carried. 4 – 0 – 1 (Abstain: M.Ott).

COMMUNICATIONS / CORRESPONDENCE

Chair M.Ott shared that the Board received from Chuck Stewart, 1112 NE 31st Street, Ankeny a homeowner's petition in opposition to the variance, which will be received and filed during the public hearing for Appeal #22-14.

BUSINESS ITEMS

PUBLIC HEARINGS:

#22-14

Long Creek Design, LLC

for property located at

1107 NE Milan Avenue

Lots 45 & 46, Briar Creek Plat 1

RE: Variance – Accessory Building - Height

Chair M.Ott opened the public hearing.

Jason Flaherty, Long Creek Design, LLC, 212 Park Avenue, Des Moines said that his client would like to build an accessory building in the back of his property. He said the item in question is the building height and said in their opinion, it does meet the 12-foot requirement. He stated the concern is with the height of the wall on the second floor, where the proposed sundeck is located. Jason Flaherty said in the last year they removed the roof on the second floor to help reduce the height. He asked that the variance be approved so they can move forward with construction.

J.Baxter commented that under the Code, there has to be a reason for the variance and it has to be due to the exceptional narrowness, shallowness, or shape of the property and asked what is it about this property that leads the need for this variance. Jason Flaherty said, nothing. He stated that it sits far enough off of the property lines and commented that the structural roof itself, actually meets the guidelines of the 12-foot mean elevation.

There were no further questions from the Board.

D.Silverthorn reported that the appellant is requesting a 6-foot variance to the maximum allowable height of 12-feet for an accessory building other than a garage in an R-1, One-Family Residence Zoning District. He stated the proposed accessory building on the property at 1107 NE Milan Avenue, if approved, would be a maximum height of 18-feet. He said the property is located southeast of the intersection of NE Delaware

Avenue and NE Milan Avenue and is zoned R-1, One-Family Residence District. Properties to the east, south and west are zoned R-1 and the properties to the north are zoned R-3, Multiple-Family Residence district, with landscape restrictions.

D.Silverthorn stated the property is 0.67 acres, which is larger than most single-family residential lots in an R-1 zoning district and since the property has been built, the property contains or has been permitted a 640 square-foot shed, hot tub, trellises, and basketball/tennis court. D.Silverthorn said that the appellant is proposing to construct an 18-foot tall accessory building other than a garage located in the southeast corner of the property and it would be located approximately 8-feet from the shared property line to the east. The accessory building would contain a bar, office, bathroom, storage and a sundeck on the second level. He noted that a variance is required for the proposed structure since it does not conform to Ankeny Municipal Code Chapter 192.03.3.F stating that accessory buildings other than garages may be a maximum height of 12-feet. He said, to staff's knowledge, there has been one height variance granted for an accessory building other than a garage. Zoning Board of Adjustment Docket #12-03 was a variance request for the property located at 4780 SE Four Mile Drive. That area is very agricultural and industrial; and staff would not consider the characteristics of the property on SE Four Mile Drive to be similar to the appellant's property. D.Silverthorn explained that accessory structures that have been approved previously were garages and shared the details of those properties with the Commission. D.Silverthorn stated that based on the powers and duties of the Zoning Board of Adjustment within Chapter 197.01.4 of the Zoning Ordinance to grant variations in the regulations, staff finds there are no exceptional topographical conditions or other extraordinary or exceptional situations related to the property. He noted that the property is generally flat, with approximately two feet of elevation change across the entire property. Additionally, staff finds that the strict application of the terms of the Zoning Ordinance does not prohibit the use of this property in the district. Given the size of the property and its existing amenities, staff finds no unnecessary hardship resulting from the literal enforcement of the provisions of the Zoning Ordinance. He commented that there has been no correspondence received regarding this request except for the correspondence that was provided at the meeting by Chuck Stewart. Staff's position is that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Chapter 192.03.3.F, allowing an 18-foot tall accessory building for the property located at 1107 NE Milan Avenue. This position is based on a determination that there is no exceptional narrowness, shallowness, or shape of the specific piece of property; no exceptional topographical conditions or other extraordinary or exceptional situation; no unnecessary hardship resulting from the literal enforcement of the provisions of the Zoning Ordinance; and that this request is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

J.Baxter asked for clarification on the applicant's statement regarding the roof height being actually 12-feet. D.Silverthorn explained that the applicant is referring to the second level wall, which is 12-feet but a railing extends above the roofline. J.Baxter confirmed that the top of the railing is 18-feet. D.Silverthorn stated, yes. The upper most point of the structure is 18-feet and further commented that there is a little bit of disconnect between this building and other accessory buildings when related to "mean" elevation. D.Silverthorn explained to the Commission what the Code refers to as "mean" elevation.

M.Ott clarified what type of accessory building was previously approved by the Board. D.Silverthorn responded that it was an addition to an existing garage.

D.Silverthorn presented some examples of accessory buildings that were approved. He shared that if the accessory building is attached to the primary structure there would be no need for a height variance. He then provided an overview of what is considered attached by providing examples. He noted that the accessory building that is under consideration, if attached, would have to meet the setbacks for the primary structure.

Chuck Stuart, 1112 NE 31st Street, Ankeny presented a homeowner's petition in opposition to the variance. He said it is signed by seven neighbors. Chuck Stuart shared that he is concerned by the privacy aspect due to the height of the accessory building. He said if it is 18-feet high, they would basically be looking down onto his deck and be able to see into his dining room.

M.Ott asked Mr. Stuart to show the Board on the map where the seven properties are located that signed the petition in opposition to the variance request. Mr. Stuart noted them on the aerial map.

Kevin Kostelecky, 1105 NE 31st Street, Ankeny said he is representing the Homeowners Association for the property owners who live on NE 31st Street. He said his concern is with the height being 18-feet. The homeowner would be able to have umbrellas on the second level since it will be a sundeck. He also has concerns that no other variances have been approved, except for the one that is situated primarily in a rural location. He feels it would be setting a precedent that could possibly be used to allow others to build structures higher than 12-feet. He personally is not concerned about the privacy since his home is a little further away. J.Baxter asked if the applicant was part of the Homeowners Association. Mr. Kostelecky said he believes they are since they own interest in the property at 1106 NE 31st Street. M.Ott asked how far the Association extends. Mr. Kostelecky said he believes there are 37 or 38 properties associated with it. M.Ott clarified whether he was speaking on behalf of the Homeowners Association or himself. Mr. Kostelecky responded, the Homeowners Association. J.Baxter asked if the Association had any type of vote on the variance request. Mr. Kostelecky said no, since their meeting is not for a couple of weeks but if this is still unsettled, he would take it before the Association for a vote.

Brian Waddingham, 1118 NE 31st Street, Ankeny said he feels the accessory building, due to its size, would upset the aesthetics of the neighborhood. He also has concerns regarding parties that may be held in the accessory building causing noise issues in the neighborhood. He would like to see this request be denied.

Jason Flaherty, Long Creek Design, LLC, 212 Park Avenue, Des Moines presented some examples of accessory buildings on other properties comparing them to their request. He further stated that their plan is to add lattice and greenery on the backside for privacy and are trying to be mindful with the height and still have a sundeck on the second level.

Motion by M.Ott to close the public hearing, and receive and file documents. Second by K.Tomlinson. All voted aye. Motion carried 5 – 0.

J.Baxter said he does not see how the Board can grant a variance since their ability is based on specific criteria in the Code. It is based on the exceptional narrowness, shallowness, or shape of this specific piece of property or by reason of topographical conditions. He said as the applicant stated, there is none with this property. M.Ott agreed. He also noted that the surrounding property owners have raised concerns. K.Tomlinson, N.Sungren and B.Walker agreed.

Board Action on Filing #22-13 property located at 1055 & 1075 SW Oralabor Road

Motion by J.Baxter that the Zoning Board of Adjustment deny a variance to Ankeny Municipal Code Chapter 192.03.3.F, allowing an 18-foot tall accessory building other than a garage for the property located at 1107 NE Milan Avenue. The Board's position is based on a determination that there is no exceptional narrowness, shallowness, or shape of the specific piece of property; no exceptional topographical conditions or other extraordinary or exceptional situation; no unnecessary hardship resulting from the literal enforcement of the provisions of the Zoning Ordinance; and that this request is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

Second by N.Sungren. All voted aye to deny request. Motion carried. 5 – 0.

NEW BUSINESS

There was no new business.

REPORTS

There were no reports.

There being no further business, the meeting adjourned at 5:35 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Receive and file minutes of the Ankeny Economic Development Council from April 22, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

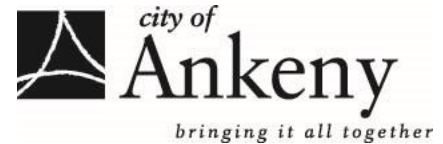
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Economic Development Council 4-22-22



Minutes of the Meeting of the Economic Development Council
April 22nd, 2022
Ankeny Library - 1250 SW District Drive, Ankeny, Iowa

Members Present: Phyllis Tinker, Andy Moffitt, Corey Morrison, Ben Digmann, Beth Langner, David Kinsley, Amy Wiederin

Members Absent: Dustin Leo, Corey Morrison

Staff Members Present: Derek Lord, Lindsay Fox

The group approved both the agenda and the minutes from the previous meeting.

Lord introduced new members of the board. They included Beth Langner, David Kinsley, and Amy Weiderin.

The group discussed the current and future expectations of the Economic Development Council. The role of various economic development entities in the City were discussed and Lord shared some changes that were occurring in the leadership of various entities.

The group decided to move meetings to Friday lunch meetings.

The office incentive policy is set to expire this year and the group discussed the current policy. Lord shared the laborshed wage rate will be updated as this wage is set by the state. The group agreed minor adjustments were necessary, but otherwise the policy was good as is.

Lord presented a city-wide update including development updates, culture updates, population updates, and various programming updates.

The group briefly reviewed building reports.

The meeting adjourned at 8:15 a.m.



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of October 10, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Civil Service minutes](#)

Meeting Minutes
Civil Service Commission
Monday, October 10, 2022
12:00 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 08-08-22.

Luetje moved to approve the minutes from August 8, 2022. Tracy seconded the motion. All voted aye and the motion carried

2. MOTION TO EXHAUST THE CERTIFIED LIST FOR EQUIPMENT OPERATOR DATED 07-11-22.

Tracy moved to exhaust the list for equipment operator that was certified 07/11/22. Luetje seconded the motion. All voted aye and the motion carried.

3. MOTION TO EXHAUST THE CERTIFIED LIST FOR POLICE OFFICER DATED 05-09-22.

Luetje moved to exhaust the list for police officer that was certified 05/09/22. Blase seconded the motion. All voted aye and the motion carried.

4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO EQUIPMENT OPERATOR IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Equipment Operator in the public works department, subject to passing any further department requirements. Luetje seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Albright	James
2	Douglas	Zackary
2	King	Chris
2	Wiley	Brock

5	Holland	Lee
5	Sharp	Matthew
7	Salazar	Leonardo
8	Hassman	Benjamin
8	Kafer	Caleb
10	Brown	Jacob

11	Ahrens	Tyler
11	Oglesby	Joseph
13	Heglin	Dustin

14	Annee	Jeffrey
15	Morris	Derrick
16	Lockey	Andrew

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

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

RANK	LAST NAME	FIRST NAME
1	Junghans	Arieanna
2	Ramaekers	Matt
3	Lanman	Colton
4	Drey-Winterhof	Colby
5	Eisentrager	Tanner
5	Rivera	Nick
7	Donovan	Robert

7	McKeever	Katherine
9	Howard II	Trent
9	Martin	Benjamin
11	Rupe	Benjamin
12	Patzner	Michael
12	Pedashov	Daniel
14	Farrell	Kathleen
15	Scott	Chandler

6. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:07 p.m.
Next meeting: tentative Monday, November 14, 2022, at 12:00 pm

Respectfully submitted,

Dawn Gean

Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Yankee Clipper, Inc., d/b/a Yankee Clipper, 312 SW Maple - Class C Liquor License (LC) includes Outdoor Service (Renewal) - Effective December 3, 2022. PENDING DRAM ENDORSEMENT.

2. Toast Hospitality, LLC, d/b/a Toast Hospitality LLC, 1345 SW Park Square Dr., Ste. 300 - Class C Retail Alcohol License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective December 14, 2022.

3. Scissors & Scotch Ankeny, LLC, d/b/a Scissors & Scotch, 1908 Main St., Ste. 103 - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective December 2, 2022. PENDING DRAM ENDORSEMENT

4. Firetrucker, LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St. - Class C Liquor License (LC) includes Outdoor Service (Renewal) - Effective November 22, 2022.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of license(s) and/or permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for October 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Finance Report

Monthly Finance Report – October 2022

To the Honorable Mayor and City Council:

The financial reports for the month of October are submitted herewith. October is the month that the budget process officially begins. This includes the detailed estimation of next year's budget (fiscal year 2024) and re-estimation of the current year's budget (fiscal year 2023).

The City also received the first installment of property taxes from Polk County in October for fiscal year 2023. The general fund, tax increment financing fund, police and fire retirement fund and debt service fund all rely heavily on property tax revenues. On the *Revenue Summary by Fund* report, these funds have actual revenues in excess of 33% of budget following collections. This will stabilize cash balances until the second installment of property taxes is received in April. Also, upcoming are the debt service payments of which interest will be due on December 1 for most of the City's bonds.

The general fund is the primary operating fund of the City and is being highlighted in this month's financial report. On the *Revenue Summary by Fund* report, general fund revenues total \$17,297,697 or 42.23% of budget. The collection of property taxes brought the budget versus actual comparisons closer to expected levels increasing from 10.89% in September to 42.23% in October. When reviewing revenues on the *Major Operating Funds Detailed Revenue Summary* report, all revenue categories are near or exceeding budget expectations. Revenues are strongest in the use of money and property revenue category at 140.61% of budget and non-property tax revenue category at 50.45% of budget.

On the expenditure side, overall spending in the general fund appears to be near projections. On the *Expenditure Summary by Fund* report, expenditures total \$14,055,248 or 33.49% of budget. When reviewing expenditures on the *Major Operating Funds Budget versus Actual* report the only program significantly exceeding budget expectations is culture and recreation at 39% of budget. This is due to the seasonal nature of many of the activities such as aquatics, Prairie Ridge Sports Complex and Hawkeye Concessions.

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

Respectfully submitted,



Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
October 31, 2022

Cash Basis Fund Balances	<u><u>\$ 163,655,178.98</u></u>
Investments	\$ 152,217,618.61
Checking Account Balance (per bank)	11,829,377.26
Deposits in Transit	134,132.03
Outstanding Checks	(529,398.92)
Cash Drawer/Petty Cash *	<u>3,450.00</u>
Total	<u><u>\$ 163,655,178.98</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	25.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u>\$ 3,450.00</u>

City of Ankeny
Cash Balance Summary
October 31, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance October 31, 2022
General:							
General	100	\$ 31,251,979.48	\$ 17,297,696.61	\$ -	\$ 14,055,248.30	\$ 585,805.43	\$ 33,908,622.36
Hotel/Motel Tax	233	385,264.07	-	585,805.43	372,021.66	-	599,047.84
Special Revenue:							
Fire Gift	220	26,892.11	3,840.00	-	-	-	30,732.11
Hawkeye Park Player Fees	240	47,642.84	2,710.00	-	-	-	50,352.84
Police Gift	250	10,035.87	500.00	-	108.88	-	10,426.99
Road Use Tax	260	9,252,239.27	3,258,553.77	-	2,108,022.23	-	10,402,770.81
Police Seizure	270	81,991.30	10,735.42	-	1,773.08	-	90,953.64
Tax Increment Financing	280	2,163,403.63	3,455,437.24	-	-	-	5,618,840.87
Police and Fire Retirement	290	1,728,233.79	1,051,825.81	-	919,929.01	-	1,860,130.59
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	9,745.04	-	27,121.72	-	71,612.79
Park Dedication	440	532,661.61	10,560.00	-	-	-	543,221.61
Sports Complex Foundation	445	113,869.32	7,640.00	-	-	-	121,509.32
Ankeny Garden Club	446	7,974.39	-	-	-	-	7,974.39
Miracle Park Fund	448	61,799.35	6,593.47	-	-	-	68,392.82
Dog Park Trust Fund	449	608.91	291.00	-	-	-	899.91
P&R Scholarship Fund	450	-	27,078.90	-	-	-	27,078.90
Civic Trust Fund	484	2,937,833.46	-	-	-	-	2,937,833.46
Debt Service	300	1,835,525.79	6,105,467.99	-	-	-	7,940,993.78
Enterprise:							
Solid Waste	500	151,467.58	439,927.98	-	274,480.85	-	316,914.71
Utility Deposits	505	384,519.27	84,702.78	-	81,600.00	-	387,622.05
Water Operations	510	13,689,957.56	8,443,271.69	-	4,248,111.95	517,997.24	17,367,120.06
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	517,997.24	-	-	1,915,518.22
Sewer Operations	550	12,719,358.74	6,000,143.01	-	2,682,261.14	-	16,037,240.61
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	1,174,487.90	-	378,802.98	-	2,612,658.04
Golf Course	590	1,276,186.59	1,287,053.51	-	895,379.41	-	1,667,860.69
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	684,586.74	209,821.65	4,464,008.02	209,821.65	12,607,031.73
Special Assessments	8**	-	266,684.71	-	-	-	266,684.71
Capital Projects	8** & 9**	46,145,091.04	357,335.13	2,765,740.16	15,871,235.25	2,765,740.16	30,631,190.92
Total Budgeted		\$ 149,746,442.10	\$ 49,986,868.70	\$ 4,079,364.48	\$ 46,380,104.48	\$ 4,079,364.48	\$ 153,353,206.32
Internal Service:							
Revolving	710	562,248.98	400,571.81	-	443,377.42	-	519,443.37
Risk Management	720	1,188,947.62	145,134.65	-	992,284.20	-	341,798.07
Health Insurance	730	6,489,229.42	1,843,602.28	-	1,608,353.39	-	6,724,478.31
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	2,400.00	-	-	-	266,865.16
Equipment Reserve	790	2,420,889.69	-	-	-	-	2,420,889.69
Total Unbudgeted		\$ 10,954,278.93	\$ 2,391,708.74	\$ -	\$ 3,044,015.01	\$ -	\$ 10,301,972.66
Total ⁽¹⁾		\$ 160,700,721.03	\$ 52,378,577.44	\$ 4,079,364.48	\$ 49,424,119.49	\$ 4,079,364.48	\$ 163,655,178.98

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
October 31, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance October 31, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 213,150.69	\$ -	\$ 1,176,072.83
Elevated Water Storage Facility	611	-	-	-	175,560.00	-	(175,560.00)
SE Four Mile Water Main Extension	613	145,000.00	-	-	-	-	145,000.00
North Ankeny Blvd Water Main	614	152,520.25	-	-	98,980.48	-	53,539.77
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(113,840.36)	108,190.36	-	2,483.41	-	(8,133.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	41,027.97	-	(162,137.76)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	2,524,614.15	-	3,004,373.11
S Ankeny Blvd Transmission Main	633	-	-	-	121,284.44	-	(121,284.44)
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	113,128.54	-	27,199.91
Sanitary Sewer Replacement	650	2,296,332.22	-	-	294,473.25	-	2,001,858.97
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	140,156.87	-	-	-	-	140,156.87
Canyon Landing Sanitary Sewer Cost Share	654	493,351.00	-	-	-	-	493,351.00
SE Sharon Dr Sanitary Sewer	656	38,200.00	-	-	16,997.50	-	21,202.50
Otter Creek Trunk Sewer Extension	657	452,902.45	-	-	33,841.77	-	419,060.68
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	1,004,503.46	-	-	244,304.80	-	760,198.66
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Hidden Creek Sewer Phase 1	660	148,274.08	-	-	32,275.80	-	115,998.28
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	241,620.78	-	514,593.14
Tradition Detention Basin	682	144,821.65	-	-	-	144,821.65	-
High Trestle Trail Channel Stab. - Phase 2	684	65,000.00	-	-	-	65,000.00	-
Westwinds Storm Sewer Extension	685	204,722.09	-	-	1,934.52	-	202,787.57
Sawgrass Park Dam Improvement	686	(45.00)	-	45.00	-	-	-
Tradition Park Basin Flood Repair	687	(269,929.85)	-	134,556.54	(135,373.31)	-	-
High Trestle Trail Channel Stab. - Phase 1	688	309,010.23	-	65,000.00	41,027.94	-	332,982.29
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	18,222.62	-	-	21,442.01	-	(3,219.39)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	279,119.84	-	1,141,208.07
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	102,113.44	-	(60,389.75)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 684,586.74</u>	<u>\$ 209,821.65</u>	<u>\$ 4,464,008.02</u>	<u>\$ 209,821.65</u>	<u>\$ 12,607,031.73</u>

City of Ankeny
Capital Projects Cash Balance Summary
October 31, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance October 31, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ 4,841,990.15	\$ -	\$ -	\$ 1,937,948.34	\$ -	2,904,041.81
Des Moines Street Parks Development	897	466,610.90	-	-	239,738.29	-	226,872.61
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	-	-	110,000.00
BAN/Bond Activity	900	2,244,865.44	84,200.90	-	40,089.27	-	2,288,977.07
Fire Station No. 4	901	150,000.00	-	-	2,435.00	-	147,565.00
Lakeside Center Repurposing	903	50,000.00	-	-	-	-	50,000.00
Signature Park	904	1,843,000.00	-	-	-	-	1,843,000.00
Senior Center	905	366,942.53	-	-	22,822.92	-	344,119.61
Public Works Winter Ops Satellite Facility	907	40,000.00	-	-	-	-	40,000.00
SE Hulsizer Road Realignment	908	20,401.96	-	-	480.00	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	-	1,850.00
N Ankeny Blvd Landscape Improvements	913	(16,276.89)	-	-	8,129.01	-	(24,405.90)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	-	-	55,759.05
Pavement Preservation Program	915	378,502.36	-	-	348,056.51	-	30,445.85
Annual Street Replacement Program	916	1,714,065.54	-	-	1,298,018.18	-	416,047.36
Elementary Schools Walkability Imprvmts	917	111,886.00	-	-	107,811.00	-	4,075.00
Prairie Ridge Sports Complex	920	67,569.02	-	-	-	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	(14,079.00)	14,079.00	-	-	-	-
Community Entrance Signage	927	48,241.59	-	-	-	-	48,241.59
Library	928	2,782,652.78	-	-	-	2,682,652.78	100,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	75,000.00	-	-	76,765.63	-	(1,765.63)
Cherry Glen Ballfield	933	484,861.21	-	-	28,387.91	-	456,473.30
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	637,654.85	-	60,317.43
Annual Sidewalks/Trails	936	457,147.32	-	-	292,880.25	-	164,267.07
Older Parks Renovation	937	186,980.19	-	-	-	-	186,980.19
High Trestle Trail Extension	938	(787,555.44)	131,338.25	-	934,776.17	-	(1,590,993.36)
NE 18th St Asphalt-Meadow View to Cty 38th	941	7,378.80	-	-	-	-	7,378.80
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(290,521.05)	-	-	-	-	(290,521.05)
Asphalt Street Resurfacing	950	566,076.28	-	-	297,745.33	-	268,330.95
E 1st/I-35 Interchange Improvements	951	2,685,118.87	-	-	-	-	2,685,118.87
NW 18th Recon-NW Ash to N Anky Blvd	953	121,167.45	-	-	131,721.97	-	(10,554.52)
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	296,638.64	-	272,574.13
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	127,752.79	-	52,247.21
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	-	1,125,647.84	-	1,028,564.60
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	-	-	1,147,948.97	-	327,654.42
Traffic Signalization	965	1,660,935.53	-	-	339,436.35	-	1,321,499.18
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	75,000.00	-	-	44,421.75	-	30,578.25
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	2,041,589.73	-	-	1,664,565.22	-	377,024.51
Park Development	973	462,806.61	1,600.00	-	159,816.21	-	304,590.40
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	150.00	-	179,850.00
Prairie Trail Public Improvements	977	8,409,569.13	-	-	4,607.50	-	8,404,961.63
NE Delaware Reconstruction 5th-18th	979	568,912.47	-	-	417,577.08	-	151,335.39
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	10,805.01	-	(85,001.67)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,522,491.12	-	(2,077,023.71)
Ankeny Library Playground	984	10,076.51	-	-	-	-	10,076.51
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	103,205.62	-	-	88,129.56	-	15,076.06
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	-	-	82,822.28
High Trestle Trail Experience Park	990	400,000.00	-	-	27,700.00	-	372,300.00
City Hall Council Chamber Renovation	991	(86,414.64)	-	86,414.64	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	4,102,691.49	-	-	2,197,424.55	-	1,905,266.94
SE Delaware Widening	993	982,548.91	-	-	128,683.10	-	853,865.81
Delaware & Corporate Woods Intersection	994	(7,115.13)	-	-	-	-	(7,115.13)
Street/Sidewalk Oversizing	995	76,059.40	-	-	22,354.50	-	53,704.90
HVAC Replacement - City Hall	996	118,093.96	-	-	35,006.58	83,087.38	-
Capital Projects Reserve	997	3,472,855.48	-	2,376,847.91	-	-	5,849,703.39
SW Oralabor & State Safety Improvements	998	276,794.13	-	-	104,617.85	-	172,176.28
Total Non Utility Fund Capital Projects		<u>\$ 46,145,091.04</u>	<u>\$ 357,335.13</u>	<u>\$ 2,765,740.16</u>	<u>\$ 15,871,235.25</u>	<u>\$ 2,765,740.16</u>	<u>\$ 30,631,190.92</u>

City of Ankeny
Revenue Summary by Fund
October 31, 2022

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of October 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 40,956,624.00	\$ 17,297,696.61	\$ (23,658,927.39)	42.23%
Hotel/Motel Tax	233	29,539.15	2,664.51	500.00	-	(500.00)	0.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	17,000.00	3,840.00	(13,160.00)	22.59%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	10,000.00	2,710.00	(7,290.00)	27.10%
Police Gift	250	2,961.83	4,209.82	1,000.00	500.00	(500.00)	50.00%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,602,706.00	3,258,553.77	(5,344,152.23)	37.88%
Police Seizure	270	2,328.21	12,434.91	6,100.00	10,735.42	4,635.42	175.99%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	10,226,657.00	3,455,437.24	(6,771,219.76)	33.79%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,536,511.00	1,051,825.81	(1,484,685.19)	41.47%
Landfill Post-Closure	295	377.33	124.62	100.00	-	(100.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	30,100.00	9,745.04	(20,354.96)	32.38%
Park Dedication	440	55,953.65	30,723.29	600.00	10,560.00	9,960.00	1760.00%
Sports Complex Foundation	445	16,356.91	15,875.92	10,100.00	7,640.00	(2,460.00)	75.64%
Ankeny Garden Club	446	1,453.29	1,449.54	1,380.00	-	(1,380.00)	0.00%
Miracle Park Fund	448	3,891.76	10,853.15	5,000.00	6,593.47	1,593.47	131.87%
Dog Park Trust Fund	449	14.18	333.93	-	291.00	291.00	
P&R Scholarship Fund	450	-	-	-	27,078.90	27,078.90	
Civic Trust Fund	484	3,959,313.31	186,464.14	-	-	-	
Debt Service	300	30,929,861.99	29,364,984.36	15,014,022.00	6,105,467.99	(8,908,554.01)	40.67%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,352,100.00	439,927.98	(912,172.02)	32.54%
Utility Deposits	505	190,560.45	201,802.31	250,000.00	84,702.78	(165,297.22)	33.88%
Water Operations	510	17,689,723.18	18,128,905.67	19,262,238.00	8,443,271.69	(10,818,966.31)	43.83%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	18,881,394.17	17,758,873.85	16,865,436.00	6,000,143.01	(10,865,292.99)	35.58%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,225,761.70	3,413,386.00	3,468,869.00	1,174,487.90	(2,294,381.10)	33.86%
Golf Course	590	1,808,498.72	2,224,378.94	1,800,000.00	1,287,053.51	(512,946.49)	71.50%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	13,868,885.00	684,586.74	(13,184,298.26)	4.94%
Special Assessments	8**	30,128.00	-	-	266,684.71	266,684.71	
Capital Projects	9**	18,139,504.75	25,146,661.48	14,789,858.00	357,335.13	(14,432,522.87)	2.42%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 149,075,786.00	\$ 49,986,868.70	\$ (99,088,917.30)	33.53%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,460,196.00	\$ 400,571.81	\$ (1,059,624.19)	27.43%
Risk Management	720	1,850,530.80	1,280,848.03	1,244,000.00	145,134.65	(1,098,865.35)	11.67%
Health Insurance	730	4,695,875.26	4,805,782.88	4,975,000.00	1,843,602.28	(3,131,397.72)	37.06%
Sustainability Revolving Loan	770	2,199.67	1,370.00	619.00	-	(619.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,200.00	2,400.00	(2,800.00)	46.15%
Equipment Reserve	790	159,888.30	135,059.94	208,476.00	-	(208,476.00)	0.00%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 7,893,491.00	\$ 2,391,708.74	\$ (5,501,782.26)	30.30%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 156,969,277.00	\$ 52,378,577.44	\$ (104,590,699.56)	33.37%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ October is 33.3% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
October 31, 2022

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of October 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 41,972,911.00	\$ 14,055,248.30	\$ (27,917,662.70)	33.49%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	935,461.00	372,021.66	(563,439.34)	39.77%
Special Revenue:							
Fire Gift	220	-	280	14,000.00	-	(14,000.00)	0.00%
Hawkeye Park Player Fees	240	-	-	35,980.00	-	(35,980.00)	0.00%
Police Gift	250	4,548.95	-	1,000.00	108.88	(891.12)	10.89%
Road Use Tax	260	6,185,703.15	6,309,244.00	7,494,861.00	2,108,022.23	(5,386,838.77)	28.13%
Police Seizure	270	423.75	9,710.60	11,375.00	1,773.08	(9,601.92)	15.59%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,627,046.00	-	(2,627,046.00)	0.00%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,628,996.00	919,929.01	(1,709,066.99)	34.99%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	30,000.00	27,121.72	(2,878.28)	90.41%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	53.30	3,640.00	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	-	10,000.00	-	(10,000.00)	0.00%
Dog Park Trust Fund	449	5,432.44	-	-	-	-	
P&R Scholarship Fund	450	-	-	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,277,332.00	-	(24,277,332.00)	0.00%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,333,512.00	274,480.85	(1,059,031.15)	20.58%
Utility Deposits	505	171,585.00	155,535.00	172,000.00	81,600.00	(90,400.00)	47.44%
Water Operations	510	10,867,811.78	13,866,790.86	13,338,383.00	4,248,111.95	(9,090,271.05)	31.85%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,642,926.00	-	(1,642,926.00)	0.00%
Sewer Operations	550	15,682,283.02	9,250,821.92	13,942,990.00	2,682,261.14	(11,260,728.86)	19.24%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,084,877.00	378,802.98	(706,074.02)	34.92%
Golf Course	590	1,491,559.00	1,755,171.77	2,103,226.00	895,379.41	(1,207,846.59)	42.57%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	19,161,984.00	4,464,008.02	(14,697,975.98)	23.30%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	25,152,561.00	15,871,235.25	(9,281,325.75)	63.10%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 157,972,421.00	\$ 46,380,104.48	\$ (111,592,316.52)	29.36%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,460,196.00	\$ 443,377.42	\$ (1,016,818.58)	30.36%
Risk Management	720	1,754,405.96	1,250,301.56	1,244,000.00	992,284.20	(251,715.80)	79.77%
Health Insurance	730	3,879,564.17	4,771,845.17	5,344,000.00	1,608,353.39	(3,735,646.61)	30.10%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	1,265,000.00	-	(1,265,000.00)	0.00%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,313,196.00	\$ 3,044,015.01	\$ (6,269,180.99)	32.68%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 167,285,617.00	\$ 49,424,119.49	\$ (117,861,497.51)	29.54%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ October is 33.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
October 31, 2022

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of October 31, 2022	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 11,279,597	\$ (16,065,499)	41.25%
Ag Land Tax	13,090	12,960	13,000	5,666	(7,334)	43.59%
Airport Authority Levy	580,365	621,186	651,931	268,948	(382,983)	41.25%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 11,554,211	\$ (16,455,816)	41.25%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,370,000	\$ 585,805	\$ (784,195)	42.76%
Mobile Home Tax	15,970	16,026	15,300	5,968	(9,332)	39.01%
Utility Replacement Tax	162,311	188,001	204,479	649	(203,830)	0.32%
Utility Franchise Tax	1,359,440	1,600,494	1,337,000	898,297	(438,703)	67.19%
Cable TV Franchise Tax	256,414	250,135	256,000	115,142	(140,858)	44.98%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,182,779	\$ 1,605,861	\$ (1,576,918)	50.45%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 61,000	\$ 30,193	\$ (30,807)	49.50%
Cigarette Permits	4,500	6,050	5,000	675	(4,325)	13.50%
Solicitor Licenses	7,345	8,870	7,000	1,955	(5,045)	27.93%
Miscellaneous Business Licenses	9,795	9,050	7,000	1,645	(5,355)	23.50%
Garbage Licenses	1,200	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	44,039	41,450	29,000	4,935	(24,065)	17.02%
Fire Permits	8,885	5,113	4,000	750	(3,250)	18.75%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	5,405	(8,595)	38.61%
Building Permits	2,333,174	2,069,033	1,665,000	802,623	(862,377)	48.21%
Electrical Permits	192,981	173,295	141,000	54,029	(86,971)	38.32%
Heating Permits	128,679	122,470	95,000	45,545	(49,455)	47.94%
Plumbing Permits	149,211	128,084	120,000	60,421	(59,579)	50.35%
Driveway Permits	22,985	16,680	15,000	4,965	(10,035)	33.10%
Sidewalk Permits	23,685	16,005	14,000	5,040	(8,960)	36.00%
Moving/Demolition Permits	450	325	200	50	(150)	25.00%
Fence & Oversize Permits	115,325	87,087	69,000	28,720	(40,280)	41.62%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,247,600	\$ 1,046,951	\$ (1,200,649)	46.58%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 125,000	\$ 395,391	\$ 270,391	316.31%
Commissions	414	19,015	6,800	249	(6,551)	3.67%
Advertising	1,550	-	-	-	-	
Leases	46,525	43,632	44,039	2,000	(42,039)	4.54%
Community Centers Rental	39,777	81,268	67,000	33,988	(33,012)	50.73%
Park Shelter Rentals	18,985	24,861	18,000	8,243	(9,758)	45.79%
Sports Complex Rentals	96,612	123,567	77,000	61,075	(15,926)	79.32%
Aquatic Center Rentals	28,136	34,357	30,000	585	(29,415)	1.95%
Miscellaneous Rentals	3,628	27,584	8,000	26,941	18,941	336.77%
Subtotal	\$ 602,810	\$ 568,595	\$ 375,839	\$ 528,472	\$ 152,633	140.61%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 400,000	\$ -	\$ (400,000)	0.00%
School/Police Agreements	195,678	145,066	138,393	75,312	(63,081)	54.42%
County Library Contribution	135,316	150,776	156,644	92,642	(64,002)	59.14%
Other Local Contributions	31,958	42,900	59,000	31,310	(27,690)	53.07%
State:						
Commercial & Industrial Replacement	640,447	664,092	531,615	265,337	(266,278)	49.91%
Library Contribution	23,723	31,060	31,060	-	(31,060)	0.00%
Miscellaneous Grants	-	18,208	-	-	-	
Federal:						
Public Safety Grants	1,807,313	174,663	40,000	26,931	(13,069)	67.33%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,356,712	\$ 491,532	\$ (865,180)	36.23%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 2,990	\$ (6,010)	33.22%
Fire/Ambulance Reports	205	140	200	-	(200)	0.00%
False Alarm Fees	4,455	1,975	4,000	1,550	(2,450)	38.75%
Ambulance Charges	2,331,846	2,750,308	2,782,937	854,495	(1,928,442)	30.70%
Fingerprinting	5,013	14,175	15,000	4,968	(10,032)	33.12%
Towing Surcharge	2,290	1,920	2,000	800	(1,200)	40.00%
Plan Review Fees	17,075	40,435	15,000	13,200	(1,800)	88.00%
Parks and Recreation:						
Admissions	248,738	590,141	460,000	350,126	(109,874)	76.11%
Season Passes	383,366	476,049	438,000	16,087	(421,914)	3.67%
Special Population	3,867	1,851	-	-	-	
Special Programs	62,776	154,535	142,000	22,941	(119,059)	16.16%
Rec Programs - Tax Exempt	298,889	515,901	401,000	202,059	(198,942)	50.39%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of October 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	98,960	125,497	110,000	8,570	(101,430)	7.79%
Dog Park Passes	39,026	33,604	37,000	4,579	(32,421)	12.38%
Housing and Subdivision:						
Housing Code	54,505	101,200	70,000	42,458	(27,542)	60.65%
Plan Review Fees	396,464	508,062	285,000	208,802	(76,198)	73.26%
Site Plan Review	12,030	18,300	13,000	5,580	(7,420)	42.92%
Zoning	7,990	6,380	4,000	2,900	(1,100)	72.50%
Subdivision Filing Fees	14,220	14,640	11,000	2,580	(8,420)	23.45%
Board of Adjustment Fees	4,920	3,120	2,000	1,560	(440)	78.00%
Architect Review Board Fees	4,910	6,305	4,000	2,055	(1,945)	51.38%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	365,944	83,488	(282,456)	22.81%
Animal Impound Fees	752	3,680	7,000	1,290	(5,710)	18.43%
Copy Charges	4,712	8,890	8,000	3,375	(4,626)	42.18%
Miscellaneous Service Charges	13,645	11,700	9,000	3,923	(5,077)	43.59%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,195,081	\$ 1,840,375	\$ (3,354,706)	35.43%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 5	\$ 5	
Sales/Salvages	6,470	1,897	400	2,959	2,559	739.82%
Concessions	140,472	288,637	219,000	151,466	(67,534)	69.16%
Contributions-Private Sources	-	-	-	6,100	6,100	
Program Sponsorships	13,750	25,172	16,000	5,216	(10,784)	32.60%
Refunds/Rebates	3,851	14,592	-	849	849	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	-	(253,186)	0.00%
Roadway Signage Reimb	797	6,625	-	14,975	14,975	
Police OT Reimb	3,361	18,229	14,000	3,686	(10,314)	26.33%
Court Fines	56,131	49,968	56,000	28,151	(27,849)	50.27%
Library Fines	19,374	20,924	20,000	6,514	(13,486)	32.57%
Miscellaneous Library Revenues	7,808	7,846	6,000	2,033	(3,967)	33.89%
Miscellaneous Revenues	110,363	20,529	4,000	7,790	3,790	194.75%
Overages/Shortages	971	2,045	-	551	551	
Subtotal	\$ 574,481	\$ 697,625	\$ 588,586	\$ 230,296	\$ (358,290)	39.13%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 40,956,624	\$ 17,297,697	\$ (23,658,927)	42.23%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 500	\$ -	\$ (500)	0.00%
Refunds/Reimbursements	27,718	2,000	-	-	-	
Fund Total	\$ 29,539	\$ 2,665	\$ 500	\$ -	\$ (500)	0.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,587,706	\$ 3,257,772	\$ (5,329,934)	37.94%
Interest	34,286	12,651	10,000	-	(10,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	782	782	
Refunds	-	600	-	-	-	
Signage Reimbursement	-	-	5,000	-	(5,000)	0.00%
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,602,706	\$ 3,258,554	\$ (5,344,152)	37.88%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,149,927	\$ 3,224,335	\$ (5,925,592)	35.24%
TIF District Urban Renewal II	259,026	364,061	501,359	147,837	(353,522)	29.49%
TIF District Urban Renewal III	376,097	389,846	570,371	83,265	(487,106)	14.60%
Use of Money and Property:						
Interest	18,857	8,043	5,000	-	(5,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 10,226,657	\$ 3,455,437	\$ (6,771,220)	33.79%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 1,008,256	\$ (1,435,929)	41.25%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	521	(479)	52.14%
Utility Replacement Tax	14,399	16,678	17,851	57	(17,794)	0.32%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,411	23,154	(23,257)	49.89%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	13,542	(12,522)	51.96%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,536,511	\$ 1,051,826	\$ (1,484,685)	41.47%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 5,963,784	\$ (8,661,679)	40.78%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	2,897	(5,103)	36.21%
Utility Replacement Tax	85,082	97,033	98,994	314	(98,680)	0.32%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of October 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	277,565	138,473	(139,092)	49.89%
Use of Money and Property:						
Interest	13,654	3,241	4,000	-	(4,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,014,022	\$ 6,105,468	\$ (8,908,554)	40.67%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,334,000	433,242	(900,758)	32.48%
Service Charges	18,479	19,030	18,000	6,686	(11,314)	37.15%
Interest	835	168	100	-	(100)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,352,100	\$ 439,928	\$ (912,172)	32.54%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	7,072	\$ (3,928)	64.29%
Sales Tax	501	(151)	-	14	14	
Excise Tax	854,186	904,784	1,032,000	432,153	(599,847)	41.88%
Cell Tower Lease	104,105	83,008	80,818	20,002	(60,816)	24.75%
Outside Billing	25,040	20,263	22,000	4,070	(17,930)	18.50%
Water Sales	12,019,100	12,712,319	13,708,086	6,481,900	(7,226,186)	47.29%
Hook Up Fees	708,238	329,793	200,000	62,149	(137,851)	31.07%
Meter Sales	568,996	477,374	625,000	174,580	(450,420)	27.93%
Temporary Water Sales	118,620	85,620	93,000	29,960	(63,040)	32.22%
Water Availability	3,131,602	3,344,757	3,389,334	1,173,106	(2,216,228)	34.61%
Service Charges	118,893	136,937	97,000	53,174	(43,826)	54.82%
Unapplied Credits	9,362	14,782	-	4,396	4,396	
Deposits	190,560	201,802	250,000	84,703	(165,297)	33.88%
Interest	11,503	4,750	4,000	-	(4,000)	0.00%
Miscellaneous	12,125	2,879	-	697	697	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 19,512,238	\$ 8,527,974	\$ (10,984,264)	43.71%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 236,000	\$ 92,215	\$ (143,785)	39.07%
Refunds	1,704	-	-	53	53	
Miscellaneous Service Charge	71,340	63,344	70,000	21,214	(48,786)	30.31%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Rental	10,842,210	9,943,470	10,083,985	3,674,217	(6,409,768)	36.44%
Hook Up Fees	1,163,433	1,110,017	400,000	93,870	(306,130)	23.47%
Sewer Availability	6,527,031	6,385,182	6,071,451	2,116,574	(3,954,877)	34.86%
Interest	7,008	13,006	4,000	2,000	(2,000)	50.00%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,865,436	\$ 6,000,143	\$ (10,865,293)	35.58%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 101,000	\$ 36,020	\$ (64,980)	35.66%
Interest	7,493	3,373	2,000	-	(2,000)	0.00%
Sales Tax	56,134	61,672	69,000	21,277	(47,723)	30.84%
Service Charges	3,031,004	3,245,895	3,296,869	1,117,191	(2,179,678)	33.89%
Miscellaneous	-	826	-	-	-	
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,468,869	\$ 1,174,488	\$ (2,294,381)	33.86%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ -	\$ (1,000)	0.00%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	112	(888)	11.20%
Miscellaneous Service Charges	9,419	21,486	24,000	15,754	(8,246)	65.64%
Gift Certificates	5,161	9,425	-	(5,550)	(5,550)	
Driving Range	198,423	183,347	149,000	103,696	(45,304)	69.59%
Rec Program Fees	22,296	25,074	22,000	(328)	(22,328)	-1.49%
Overages (Shortages)	(394)	(37)	-	(635)	(635)	
Food and Beverage Sales	134,467	242,698	194,000	156,675	(37,325)	80.76%
Clubhouse and Banquet Rental	25,162	30,610	34,000	12,459	(21,541)	36.64%
Alcoholic Beverage Sales	204,177	286,436	203,000	188,874	(14,126)	93.04%
Season Passes	97,094	114,336	80,000	924	(79,076)	1.15%
Greens Fees	567,382	662,097	531,000	408,750	(122,250)	76.98%
Merchandise Sales	103,715	115,259	112,000	74,697	(37,303)	66.69%
Cart Rental	341,504	398,453	329,000	250,455	(78,545)	76.13%
Equipment Rental	1,258	2,877	3,000	1,819	(1,182)	60.62%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	32,000	22,044	(9,956)	68.89%
Miscellaneous Revenue	58,305	84,767	83,000	57,309	(25,691)	69.05%
Interest	2,245	1,366	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 1,800,000	\$ 1,287,054	\$ (512,946)	71.50%
Total - Major Operating Funds	\$ 131,367,670	\$ 133,572,517	\$ 120,335,663	\$ 48,598,568	\$ (71,737,095)	40.39%

⁽¹⁾ October is 33.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
October 31, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 2,000	\$ 16,379	\$ 14,379	819%	\$ 1,772,643	\$ 628,725	\$ (1,143,918)	35%
Police Operations	1112	250,393	138,650	(111,743)	55%	7,363,552	2,445,732	(4,917,820)	33%
Police Support Services	1114	43,000	17,862	(25,138)	42%	2,576,960	912,724	(1,664,236)	35%
Crossing Guards	1119	-	-	-	N/A	101,681	14,361	(87,320)	14%
Emergency Preparedness	1140	-	-	-	N/A	62,641	20,610	(42,031)	33%
Fire Support	1141	419,200	14,323	(404,877)	3%	1,247,472	386,458	(861,014)	31%
Fire Suppression	1142	1,000	133	(867)	13%	3,417,680	1,054,046	(2,363,634)	31%
Emergency Medical Services	1144	2,783,937	854,495	(1,929,442)	31%	5,766,669	2,035,642	(3,731,027)	35%
Code Enforcement	1460	2,417,200	1,229,472	(1,187,728)	51%	2,046,847	666,332	(1,380,515)	33%
Animal Control	2224	7,000	1,290	(5,710)	18%	22,000	9,625	(12,375)	44%
Subtotal		\$ 5,923,730	\$ 2,272,603	\$ (3,651,127)	38%	\$ 24,378,145	\$ 8,174,255	\$ (16,203,890)	34%
Culture & Recreation:									
Library	2331	\$ 231,404	\$ 130,010	\$ (101,394)	56%	\$ 2,648,283	\$ 891,212	\$ (1,757,071)	34%
Park Administration	2440	60,000	12,822	(47,178)	21%	334,963	136,799	(198,164)	41%
Park Maintenance	2441	-	9	9	N/A	1,781,914	599,580	(1,182,334)	34%
Recreation Programs	2442	498,000	205,199	(292,801)	41%	886,897	330,498	(556,399)	37%
Community Centers	2443	145,000	70,167	(74,834)	48%	502,732	153,812	(348,920)	31%
Aquatic Centers	2444	1,189,000	499,290	(689,711)	42%	1,555,605	860,306	(695,299)	55%
Prairie Ridge Sports Complex	2445	354,920	56,140	(298,780)	16%	1,122,732	442,901	(679,831)	39%
Hawkeye Concessions	2446	62,500	34,013	(28,488)	54%	82,866	19,097	(63,769)	23%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,540,824	\$ 1,007,648	\$ (1,533,176)	40%	\$ 8,916,592	\$ 3,434,204	\$ (5,482,388)	39%
Public Works:									
Airport Authority	3548	\$ 669,371	\$ 275,278	\$ (394,093)	41%	\$ 669,455	\$ -	\$ (669,455)	0%
Subtotal		\$ 669,371	\$ 275,278	\$ (394,093)	41%	\$ 669,455	\$ -	\$ (669,455)	0%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 38,470	\$ (19,530)	66%	\$ 1,021,654	\$ 342,902	\$ (678,752)	34%
Housing Authority	3648	-	-	-	N/A	33,454	-	(33,454)	0%
Economic Development	4886	-	-	-	N/A	375,642	123,801	(251,841)	33%
Community Development	4887	36,000	15,040	(20,960)	42%	1,242,140	390,874	(851,266)	31%
Subtotal		\$ 94,000	\$ 53,510	\$ (40,490)	57%	\$ 2,672,890	\$ 857,577	\$ (1,815,313)	32%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 497,909	\$ 161,467	\$ (336,442)	32%
Mayor and City Council	4881	-	-	-	N/A	557,071	141,294	(415,777)	25%
Human Resources	4882	-	-	-	N/A	491,425	146,856	(344,569)	30%
City Manager	4883	-	91	91	N/A	1,157,618	333,377	(824,241)	29%
City Clerk	4884	110,400	39,554	(70,847)	36%	508,533	152,749	(355,784)	30%
Finance	4885	31,252,355	13,561,671	(17,690,684)	43%	570,659	158,003	(412,656)	28%
Information Technology	4889	365,944	87,342	(278,602)	24%	1,463,777	479,711	(984,066)	33%
City Hall Building	4891	-	-	-	N/A	88,837	15,755	(73,082)	18%
Subtotal		\$ 31,728,699	\$ 13,688,657	\$ (18,040,042)	43%	\$ 5,335,829	\$ 1,589,212	\$ (3,746,617)	30%
Total General Fund		\$ 40,956,624	\$ 17,297,697	\$ (23,658,927)	42%	\$ 41,972,911	\$ 14,055,248	\$ (27,917,663)	33%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 500	\$ -	\$ (500)	0%	\$ 935,461	\$ 372,022	\$ (563,439)	40%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 704,000	\$ 211,585	\$ (492,415)	30%
Roadway Administration	3261	8,602,706	3,258,554	(5,344,152)	38%	1,874,802	641,819	(1,232,983)	34%
Roadway Maintenance	3262	-	-	-	N/A	2,537,425	831,373	(1,706,052)	33%
Snow and Ice Control	3263	-	-	-	N/A	1,025,628	6,365	(1,019,263)	1%
Traffic Safety	3265	-	-	-	N/A	1,353,006	416,881	(936,125)	31%
Total Road Use Tax Fund		\$ 8,602,706	\$ 3,258,554	\$ (5,344,152)	38%	\$ 7,494,861	\$ 2,108,022	\$ (5,386,839)	28%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Tax Increment Financing									
Community and Economic Development	4280	\$ 10,226,657	\$ 3,455,437	\$ (6,771,220)	34%	\$ 2,627,046	\$ -	\$ (2,627,046)	0%
Police and Fire Retirement									
Public Safety:	4290	\$ 2,536,511	\$ 1,051,826	\$ (1,484,685)	41%	\$ 2,628,996	\$ 919,929	\$ (1,709,067)	35%
Debt Service									
Debt Service:	4300	\$ 15,014,022	\$ 6,105,468	\$ (8,908,554)	41%	\$ 24,277,332	\$ -	\$ (24,277,332)	0%
Solid Waste									
Enterprise:	3500	\$ 1,352,100	\$ 439,928	\$ (912,172)	33%	\$ 1,333,512	\$ 274,481	\$ (1,059,031)	21%
Water									
Enterprise:									
Utility Deposits	3505	\$ 250,000	\$ 84,703	\$ (165,297)	34%	\$ 172,000	\$ 81,600	\$ (90,400)	47%
Water Administration	3510	19,262,238	8,443,272	(10,818,966)	44%	10,905,431	3,357,228	(7,548,203)	31%
Water Maintenance	3512	-	-	-	N/A	2,432,952	890,884	(1,542,068)	37%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	1,642,926	-	(1,642,926)	0%
Total Water Fund		\$ 19,512,238	\$ 8,527,974	\$ (10,984,264)	44%	\$ 15,153,309	\$ 4,329,712	\$ (10,823,597)	29%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 16,865,436	\$ 6,000,143	\$ (10,865,293)	36%	\$ 12,614,160	\$ 2,313,084	\$ (10,301,076)	18%
Wastewater Operations	3552	-	-	-	N/A	1,328,830	369,178	(959,652)	28%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		\$ 16,865,436	\$ 6,000,143	\$ (10,865,293)	36%	\$ 13,942,990	\$ 2,682,261	\$ (11,260,729)	19%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 3,468,869	\$ 1,174,488	\$ (2,294,381)	34%	\$ 873,126	\$ 320,823	\$ (552,303)	37%
Street Cleaning	3584	-	-	-	N/A	211,751	57,980	(153,771)	27%
Total Storm Water Fund		\$ 3,468,869	\$ 1,174,488	\$ (2,294,381)	34%	\$ 1,084,877	\$ 378,803	\$ (706,074)	35%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 1,000	\$ -	\$ (1,000)	0%	\$ 740,161	\$ 289,010	\$ (451,151)	39%
Golf Course Pro Shop	2592	1,268,000	858,386	(409,614)	68%	662,813	269,627	(393,186)	41%
Golf Course Banquet Services	2595	531,000	428,667	(102,333)	81%	700,252	336,742	(363,510)	48%
Total Golf Course Fund		\$ 1,800,000	\$ 1,287,054	\$ (512,946)	72%	\$ 2,103,226	\$ 895,379	\$ (1,207,847)	43%
Total		\$ 120,335,663	\$ 48,598,568	\$ (71,737,095)	40%	\$ 113,554,521	\$ 26,015,858	\$ (87,538,663)	23%

**City of Ankeny
Investment Schedule
October 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance October 31, 2022
Capital Projects													
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	\$ 4,000,000.00	\$ -	\$ -	\$ 8,000.00	\$ 4,000,000.00	\$ -
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	-	-	2,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	1.581%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	26,415.75	-	10,034,231.20
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.807%	8/17/2022	2/28/2023	195	5,000,000.00	2,887.23	(71,537.36)	237.77	-	4,928,462.64
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/22/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
Subtotal								\$ 33,000,000.00	\$ 82,721.48	\$ (37,306.16)	\$ 34,653.52	\$ 4,000,000.00	\$ 28,962,693.84
Equipment Reserve													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	\$ 3,000,000.00	\$ -	\$ -	\$ 3,106.85	\$ 3,000,000.00	\$ -
313-91634	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	7,387.30	2,992,880.01	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	24,000.00	4,976,000.00	-
260001405	Community State	CD	CD	0.220%	4/14/2022	10/13/2022	182	3,000,000.00	-	-	3,290.96	3,000,000.00	-
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	23,250.47	2,976,750.00	-
1279250-1	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	0.695%	2/7/2022	11/30/2022	296	5,000,000.00	-	53,345.22	-	-	5,053,345.22
313-91634	RBC Wealth Managem	T-Note	T-Note	0.927%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	1,439.92	-	2,978,600.63
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	-	-	2,000,000.00
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
39246-101	IPAIT	T-Note	T-Note	1.787%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	4,027.84	-	9,997,623.24
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	4.255%	10/6/2022	3/27/2023	172	4,900,383.34	-	-	-	-	4,900,383.34
313-91634	RBC Wealth Managem	T-Note	T-Note	2.530%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	17,623.15	-	4,962,371.90
145636	First National Bank	CD	CD	4.150%	10/13/2022	4/13/2023	182	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.493%	6/14/2022	4/15/2023	305	5,000,000.00	2,049.18	(93,037.18)	4,200.82	-	4,906,962.82
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	4.842%	10/18/2022	5/30/2023	224	2,912,266.67	-	-	-	-	2,912,266.67
313-91634	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	4.039%	9/8/2022	6/5/2023	270	2,911,800.00	-	-	-	-	2,911,800.00
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	Lincoln Savings Bank	MM	Money market	2.500%	N/A	N/A	MM	14,826,087.51	-	-	53,740.54	-	14,826,087.51
39246-101	IPAIT	MM	Money market	2.608%	N/A	N/A	MM	18,044,800.90	-	-	38,466.52	-	18,044,800.90
	Farmers State Bank	MM	Money market	2.830%	N/A	N/A	MM	24,260,682.54	-	-	177,728.39	-	24,260,682.54
Subtotal								\$ 134,936,650.97	\$ 24,667.85	\$ (236,096.19)	\$ 358,262.76	\$ 16,945,630.01	\$ 117,754,924.77
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	500,000.00	-	-	-	-	500,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ 2,000,000.00

**City of Ankeny
Investment Schedule
October 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance October 31, 2022
Water Fund													
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 174,436,650.97	\$ 107,389.33	\$ (273,402.35)	\$ 394,916.28	\$ 21,945,630.01	\$ 152,217,618.61
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								5,000,000.00	-	-	-	-	5,000,000.00
BNP Paribas								-	-	-	-	-	-
Community State								7,500,000.00	-	-	3,290.96	3,000,000.00	4,500,000.00
Farmers State Bank								24,260,682.54	-	-	177,728.39	-	24,260,682.54
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	-	-	3,000,000.00
Great Southern Bank								-	-	-	-	-	-
IPAIT								45,179,800.90	2,306.54	(137,376.76)	55,601.21	8,000,000.00	37,042,424.14
Lincoln Savings Bank								22,826,087.51	-	-	53,740.54	-	22,826,087.51
Northwest Bank								3,000,000.00	-	-	-	-	3,000,000.00
RBC Wealth Management								48,765,400.01	105,082.79	(136,025.59)	97,167.88	7,952,750.00	40,676,624.42
Robert W. Baird & Co.								5,904,680.01	-	-	7,387.30	2,992,880.01	2,911,800.00
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	-	-	4,000,000.00
US Bank								5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo								-	-	-	-	-	-
Total								\$ 174,436,650.97	\$ 107,389.33	\$ (273,402.35)	\$ 394,916.28	\$ 21,945,630.01	\$ 152,217,618.61
<u>Totals by Type</u>													
Mutual fund								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CD								52,500,000.00	-	-	16,397.81	11,000,000.00	41,500,000.00
Money market								57,131,570.95	-	-	269,935.45	-	57,131,570.95
T-Note								43,135,000.00	107,389.33	(273,402.35)	53,945.25	-	42,861,597.65
Commercial paper								21,670,080.02	-	-	54,637.77	10,945,630.01	10,724,450.01
								\$ 174,436,650.97	\$ 107,389.33	\$ (273,402.35)	\$ 394,916.28	\$ 21,945,630.01	\$ 152,217,618.61



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for October 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 October 2022 Building Permit Report

City of Ankeny
Building Permit Report
Month of October 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	October-22		October-21		1/1/2022-10/31/2022		1/1/2021-10/31/2021		7/1/2022-10/31/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	38	\$12,800,977	37	\$11,607,173	427	\$134,447,046	531	\$154,632,793	155	\$53,002,163
New Single Family Attached/Duplex	34	\$5,252,626	20	\$5,343,539	239	\$54,898,005	227	\$52,607,153	114	\$25,503,680
New Multi - Family*	34	\$27,941,454	1	\$4,625,902	53	\$67,047,325	2	\$4,625,902	48	\$30,617,483
Total New Residential Permits	106	\$45,995,057	58	\$21,576,614	719	\$256,392,376	760	\$211,865,848	317	\$109,123,326
Additions/Alterations/Other (1)	60	\$597,154	50	\$421,739	800	\$10,111,677	786	\$6,756,301	341	\$4,276,248
Total New Dwelling Units	232		105		1034		980		443	
NON-RESIDENTIAL										
New Commercial	3	\$27,977,164	1	\$3,500,000	31	\$169,815,839	22	\$97,681,779	10	\$75,396,806
COM Additions/Alterations/Other	6	\$1,294,511	17	\$14,387,930	86	\$17,102,366	113	\$88,360,377	32	\$6,634,543
New Church	0	\$0	0	\$0	1	\$13,679,075	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	3	\$359,880	6	\$4,794,000	2	\$354,800
New School	0	\$0	0	\$0	1	\$27,196,293	0	\$0	0	\$0
SCH Additions/Alterations/Other	0	\$0	0	\$0	3	\$40,550	1	\$5,176,000	0	\$0
Total Non Residential Permits	9	\$29,271,675	18	\$17,887,930	125	\$228,194,003	142	\$196,012,156	44	\$82,386,149
MISC PERMITS (2)	84	\$77,736	122	\$174,307	886	\$1,167,228	1034	\$1,044,486	351	\$367,049
TOTALS	259	\$75,941,622	248	\$40,060,590	2530	\$495,865,284	2722	\$415,678,791	1053	\$196,152,772

(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 (1) and multi-family garage structures (3)

The City Of Ankeny
Building Permit Report (Monthly)
Issued from October 2022

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	10/3/2022	\$412,836	22-5897-NEW	1217 NW Arbor Ct	Davies Homebuilders, LLC	Davies Homebuilders, LLC
Single Family Detached	New Building	10/4/2022	\$339,173	22-5443-NEW	2210 SW Cascade Falls Dr	MJ Properties	MJ Properties
Single Family Detached	New Building	10/5/2022	\$256,938	22-6145-NEW	3315 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/5/2022	\$348,538	22-6147-NEW	3401 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/5/2022	\$306,004	22-6148-NEW	3405 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/5/2022	\$316,099	22-6150-NEW	3409 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/5/2022	\$324,805	22-6179-NEW	512 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/5/2022	\$340,044	22-6242-NEW	721 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$253,051	22-6245-NEW	717 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$237,764	22-6246-NEW	713 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$276,494	22-6249-NEW	709 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$232,764	22-6250-NEW	701 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$290,807	22-6278-NEW	705 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$253,051	22-6279-NEW	623 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	10/5/2022	\$381,456	22-6317-NEW	4714 NW 10th St	Claman Custom Homes	Claman Custom Homes
Single Family Detached	New Building	10/5/2022	\$325,082	22-6337-NEW	3311 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	10/5/2022	\$334,527	22-6345-NEW	412 NE 55th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/10/2022	\$383,917	22-6507-NEW	4711 NW 13th St	Parks Custom Homes LLC	Parks Custom Homes LLC
Single Family Detached	New Building	10/11/2022	\$346,980	22-6407-NEW	1602 SW Westwood St	MJ Properties	MJ Properties
Single Family Detached	New Building	10/13/2022	\$324,805	22-6395-NEW	4115 NE 3rd St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/13/2022	\$276,099	22-6429-NEW	4123 NE 3rd St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/13/2022	\$289,254	22-6430-NEW	4119 NE 3rd St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/13/2022	\$317,725	22-6433-NEW	309 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/13/2022	\$281,441	22-6519-NEW	302 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	10/19/2022	\$347,579	22-6427-NEW	1205 NW Benjamin Dr	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	10/19/2022	\$756,811	22-6658-NEW	2820 NW Cedarwood St	MJ Properties	MJ Properties
Single Family Detached	New Building	10/26/2022	\$300,514	22-6879-NEW	3121 NW 27th Cir	Creative Building Ventures Inc	Creative Building Ventures Inc
Single Family Detached	New Building	10/27/2022	\$375,479	22-6450-NEW	4703 NW 13th St	Vaughan Homes LLC	Vaughan Homes LLC
Single Family Detached	New Building	10/27/2022	\$349,974	22-6807-NEW	1202 NW Benjamin Dr	Waypoint Homes	Waypoint Homes
Single Family Detached	New Building	10/27/2022	\$398,660	22-6810-NEW	1010 NW Benjamin Dr	Waypoint Homes	Waypoint Homes
Single Family Detached	New Building	10/27/2022	\$419,813	22-6811-NEW	4721 NW 10th St	Waypoint Homes	Waypoint Homes
Single Family Detached	New Building	10/27/2022	\$277,777	22-6865-NEW	4212 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/27/2022	\$308,920	22-6867-NEW	4208 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/27/2022	\$274,373	22-6963-NEW	4217 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	10/28/2022	\$348,454	22-6809-NEW	4722 NW 10th St	Waypoint Homes	Waypoint Homes
Single Family Detached	New Building	10/28/2022	\$430,804	22-6967-NEW	1007 NE 59th Ct	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	10/31/2022	\$460,908	22-6808-NEW	1602 SW Precedence Rd	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	10/31/2022	\$301,258	22-6965-NEW	4213 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Duplex	New Building	10/31/2022	\$289,119	22-6668-NEW	1101 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6687-NEW	1103 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6613-NEW	1105 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6614-NEW	1107 SW 11th St	Romare Homes Inc	Romare Homes Inc

Duplex	New Building	10/31/2022	\$289,119	22-6730-NEW	1109 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6737-NEW	1111 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6729-NEW	1113 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6736-NEW	1115 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6728-NEW	1117 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6735-NEW	1119 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6727-NEW	1121 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6734-NEW	1123 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6726-NEW	1125 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6733-NEW	1127 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6725-NEW	1129 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6732-NEW	1131 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6724-NEW	1133 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6731-NEW	1135 SW 11th St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6669-NEW	1104 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6688-NEW	1106 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6670-NEW	1108 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6689-NEW	1110 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6671-NEW	1112 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6690-NEW	1114 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6672-NEW	1116 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6691-NEW	1118 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6673-NEW	1202 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6692-NEW	1204 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6674-NEW	1206 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6693-NEW	1208 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6675-NEW	1210 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6694-NEW	1212 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$289,119	22-6676-NEW	1214 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Duplex	New Building	10/31/2022	\$19,859	22-6695-NEW	1216 SW Des Moines St	Romare Homes Inc	Romare Homes Inc
Multi-Family	Footing/Found	10/21/2022	\$807,869	22-5893-FND	1205 SW Merchant St	JCorp Inc	JCorp Inc
Multi-Family (88 Units)	New Building	10/6/2022	\$14,484,510	21-6864-NEW	1108 SW 11th Ln	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$251,136	21-8436-NEW	1013 SW Des Moines Ln Unit 101	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$171,245	22-6527-NEW	1013 SW Des Moines Ln Unit 102	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$248,840	22-6528-NEW	1013 SW Des Moines Ln Unit 103	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$256,137	22-6529-NEW	1013 SW Des Moines Ln Unit 104	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$129,236	22-6530-NEW	1013 SW Des Moines Ln Unit 105	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$129,514	22-6531-NEW	1013 SW Des Moines Ln Unit 106	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$175,380	22-6535-NEW	1013 SW Des Moines Ln Unit 201	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$170,344	22-6536-NEW	1013 SW Des Moines Ln Unit 202	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$170,762	22-6537-NEW	1013 SW Des Moines Ln Unit 203	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$176,910	22-6538-NEW	1013 SW Des Moines Ln Unit 204	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$204,939	22-6539-NEW	1013 SW Des Moines Ln Unit 205	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$157,858	22-6540-NEW	1013 SW Des Moines Ln Unit 206	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$157,719	22-6541-NEW	1013 SW Des Moines Ln Unit 207	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/6/2022	\$205,078	22-6542-NEW	1013 SW Des Moines Ln Unit 208	Happe Commercial	Happe Commercial

Multi-Family	New Building	10/24/2022	\$208,726	21-8438-NEW	1009 SW Des Moines Ln Unit 101	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$156,185	22-6772-NEW	1009 SW Des Moines Ln Unit 102	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$156,185	22-6773-NEW	1009 SW Des Moines Ln Unit 103	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$211,751	22-6774-NEW	1009 SW Des Moines Ln Unit 104	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$130,855	22-6775-NEW	1009 SW Des Moines Ln Unit 105	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$130,855	22-6776-NEW	1009 SW Des Moines Ln Unit 106	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$179,124	22-6933-NEW	1009 SW Des Moines Ln Unit 201	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$175,206	22-6934-NEW	1009 SW Des Moines Ln Unit 202	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$173,406	22-6935-NEW	1009 SW Des Moines Ln Unit 203	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$179,124	22-6936-NEW	1009 SW Des Moines Ln Unit 204	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$217,301	22-6937-NEW	1009 SW Des Moines Ln Unit 205	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$191,202	22-6938-NEW	1009 SW Des Moines Ln Unit 206	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$191,063	22-6939-NEW	1009 SW Des Moines Ln Unit 207	Happe Commercial	Happe Commercial
Multi-Family	New Building	10/24/2022	\$217,301	22-6940-NEW	1009 SW Des Moines Ln Unit 208	Happe Commercial	Happe Commercial
Multi-Family (44 Units)	New Building	10/24/2022	\$6,827,303	22-6749-NEW	1010 SW Des Moines Ln	Happe Commercial	Happe Commercial
Multi-Family (garages)	New Building	10/24/2022	\$279,610	22-6545-NEW	1006 SW Des Moines Ln	Happe Commercial	Happe Commercial
Multi-Family (garages)	New Building	10/24/2022	\$139,170	22-6547-NEW	1118 SW Des Moines Ln	Happe Commercial	Happe Commercial
Multi-Family (garages)	New Building	10/24/2022	\$279,610	22-6546-NEW	1019 SW Westview Ln	Happe Commercial	Happe Commercial
Single Family Detached	Building Alteration	10/3/2022	\$15,683	22-6388-ALT	4204 NE 6th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Gazebo	10/3/2022	\$3,300	22-6437-GAZ	3110 SW Applewood St	Brad Craig	Brad Craig
Single Family Detached	Building Addition	10/3/2022	\$9,472	22-6456-ADD	1609 NW 9th St	Ankeny Home Services	Ankeny Home Services
Single Family Detached	Solar	10/3/2022	\$28,000	22-6466-SOL	2811 SW Sunnybrooke Dr	GRNE Solar	GRNE Solar
Single Family Detached	Porch	10/4/2022	\$5,880	22-5787-PRCH	3901 NW 4th St	Vishal Patel	Vishal Patel
Single Family Detached	Pergola	10/6/2022	\$10,000	22-6421-PERG	2725 NW Park Ln	Frontline Lawn & Landscapes	Frontline Lawn & Landscapes
Single Family Detached	Solar	10/6/2022	\$49,618	22-6517-SOL	917 NW Rockcrest Rd	Dexton Lybbert	Skyline Solar
Single Family Detached	Porch	10/7/2022	\$3,600	22-5922-PRCH	3904 SE Primrose Dr	Empire Homes LLC	Empire Homes LLC
Single Family Detached	Building Alteration	10/11/2022	\$25,914	22-6106-ALT	2026 SW College Ave	Husk Homes	Husk Homes
Single Family Detached	Building Alteration	10/11/2022	\$12,299	22-6652-ALT	1502 NW Campus Dr	Mad City Windows & Bath	Mad City Windows & Bath
Single Family Detached	Solar	10/12/2022	\$31,000	22-6563-SOL	3109 NW Westwood St	Purelight Power	Purelight Power
Single Family Attached	Solar	10/12/2022	\$25,000	22-6645-SOL	1107 SW Springfield Dr	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	10/12/2022	\$23,573	22-6659-ALT	209 SE 2nd St	Chuck Whitney	Chuck Whitney
Single Family Detached	Solar	10/13/2022	\$37,238	22-6662-SOL	1016 NW 32nd St	SunPro Solar	ADT Solar LLC
Single Family Attached	Porch	10/17/2022	\$2,000	22-6576-PRCH	2613 SW Prairie Trail Pkwy	Tony L Nygren	Tony L Nygren
Single Family Detached	Building Alteration	10/17/2022	\$4,300	22-6826-ALT	318 NE Bel-Aire Rd	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	10/19/2022	\$12,760	22-6580-ALT	2608 NW Beechwood St	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	10/20/2022	\$1,000	22-6874-ALT	406 SW Westlawn Dr	Reid Petersen	Reid Petersen
Single Family Detached	Building Alteration	10/24/2022	\$27,353	22-6794-ALT	1902 SW Franklin Dr	Jespersen Construction	Jespersen Construction
Single Family Detached	Building Alteration	10/24/2022	\$12,412	22-6901-ALT	2821 NW 21st St	Steven Willis	Steven Willis
Single Family Detached	Solar	10/25/2022	\$15,000	22-6876-SOL	506 NE 15th St	Purelight Power	Purelight Power
Single Family Detached	Solar	10/25/2022	\$29,636	22-6945-SOL	2403 NW Applewood St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	10/27/2022	\$3,944	22-6764-ALT	909 SE 9th St	Roa Works, LLC	Roa Works, LLC
Single Family Detached	Building Alteration	10/27/2022	\$19,604	22-6976-ALT	2801 NW 29th St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	Building Alteration	10/27/2022	\$27,214	22-6980-ALT	316 NE 62nd St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	Building Alteration	10/27/2022	\$2,761	22-7036-ALT	718 NE Brook Haven Dr	Jason Patterson J&G Builders	Jason Patterson J&G Builders
Single Family Detached	Building Alteration	10/28/2022	\$4,500	22-7030-ALT	505 SE Sharon Dr	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	10/28/2022	\$25,891	22-7034-ALT	2808 NW Cedarwood St	DRA Properties	DRA Properties LLC
Single Family Detached	Building Alteration	10/28/2022	\$6,566	22-7061-ALT	620 NE 56th St	Todd Construction	Todd Construction

Single Family Attached	Solar	10/28/2022	\$50,662 22-7067-SOL	305 NW Abilene Rd	Purelight Power	Purelight Power
Single Family Detached	Shed	10/4/2022	\$2,880 22-5542-SHD	4817 NE Rio Dr	Eric Kool	Todd Jackson
Single Family Detached	Shed	10/5/2022	\$1,440 22-6500-SHD	1023 NW 33rd St	Joshua Taylor	Gold Dome Buildings LLC
Single Family Detached	Shed	10/6/2022	\$980 22-5971-SHD	205 SE 2nd St	Dennis L Morgan	Dennis L Morgan
Single Family Detached	Shed	10/6/2022	\$2,000 22-6503-SHD	1005 SE Cooper Ct	Paul Yeager	Paul Yeager
Single Family Detached	Shed	10/6/2022	\$7,840 22-6513-SHD	3702 SW Bluegrass Cir	Shane Boeshart	Spring Valley Sheds LLC
Single Family Detached	Shed	10/9/2022	\$2,000 22-6439-SHD	2720 NW 44th St	Soto Junmarie	Spring Valley Sheds LLC
Single Family Detached	Shed	10/10/2022	\$2,400 22-6426-SHD	2902 NW Abilene Rd	Michael D Kiel	Michael D Kiel
Single Family Detached	Shed	10/11/2022	\$2,400 22-6415-SHD	5214 NW 7th St	Maksim Blidchenko	Maksim Blidchenko
Single Family Detached	Shed	10/11/2022	\$16,040 22-6432-SHD	1107 NE Milan Ave	Dan Sethi	Long Creek Design Build
Single Family Detached	Shed	10/11/2022	\$2,400 22-6650-SHD	1209 SE Bel-Aire Rd	Natalie Sipes	Tuff Shed (Home Depot)
Single Family Detached	Shed	10/13/2022	\$1,600 22-6567-SHD	2813 NW 28th St	Kyanite Design & Build	Kyanite Design & Build
Other (mobile home)	Shed	10/17/2022	\$1,600 22-6716-SHD	2431 SE Sunset Dr	Robert Wilbert	Robert Wilbert
Single Family Detached	Spa/Hot Tub	10/25/2022	22-3981-SPA	5011 NW 13th St	Roger Haines	Roger Haines
Single Family Detached	Swimming Pool	10/10/2022	22-6579-POOL	506 NE 51st Ct	The Pool House	The Pool House
Single Family Detached	Swimming Pool	10/14/2022	22-6425-POOL	814 SW Prairie Trail Pkwy	Pacifico Pools	Pacifico Pools LLC
Single Family Detached	Swimming Pool	10/20/2022	22-5548-POOL	715 NE 45th Ct	Nicole Mundy	Nicole Mundy
Single Family Detached	Swimming Pool	10/26/2022	22-6793-POOL	5716 NE Sherman Ct	Pool Escapes	Pool Escapes
Single Family Detached	Deck	10/4/2022	\$960 22-5958-DECK	1109 SE Judy Dr	Catherine T Petersen	Catherine T Petersen
Single Family Detached	Deck	10/10/2022	\$924 22-6581-DECK	1618 NW Reinhart Dr	Presler Dan	Presler Dan
Single Family Attached	Deck	10/10/2022	\$720 22-6606-DECK	4301 NW Sharmin Dr	Isabell Innovations LLC	Isabell Innovations LLC
Single Family Detached	Deck	10/12/2022	\$2,880 22-6578-DECK	1713 NW Reinhart Dr	Better Builders	Better Builders
Single Family Detached	Deck	10/24/2022	\$5,950 22-6213-DECK	805 NE Vail Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	10/24/2022	\$2,304 22-6883-DECK	2105 NW Parkridge Dr	John S Davis	John S Davis
Single Family Detached	Deck	10/24/2022	\$1,920 22-6955-DECK	1609 NW 9th St	Ankeny Home Services	Ankeny Home Services
Single Family Detached	Deck	10/25/2022	\$2,244 22-3983-DECK	5011 NW 13th St	Roger Haines	Roger Haines
Single Family Detached	Deck	10/26/2022	\$2,016 22-6706-DECK	3024 SW Applewood St	Des Moines Deck, LLC	Des Moines Deck, LLC
Single Family Detached	Deck	10/27/2022	\$708 22-7024-DECK	418 NE 8th St	Chris Loehr	Rick Hoag
Single Family Detached	Deck	10/31/2022	\$4,368 22-6562-DECK	716 NE Pinnacle Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	10/31/2022	\$1,200 22-7086-DECK	4208 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Deck	10/31/2022	\$1,200 22-7087-DECK	4212 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Other (senior living)	New Building	10/4/2022	\$24,779,825 22-5962-NEW	2855 SW Vintage Pkwy	Nelson Construction & Dev	Nelson Construction & Dev
Other (club house)	New Building	10/13/2022	\$2,150,000 22-4888-NEW	1505 NE 36th St	DRA Properties	DRA Properties LLC
Mixed Use (office bldg)	New Building	10/31/2022	\$1,047,339 22-6438-NEW	709 SW 3rd St	Refined Construction Service	Refined Construction Service
Industrial	Building Addition	10/6/2022	\$747,317 22-5775-ADD	3700 SE Convenience Blvd	Jensen Builders Ltd	Jensen Builders LTD
Retail	Building Alteration	10/17/2022	\$100,000 22-6594-ALT	509 N Ankeny Blvd	Heartland Finishes, Inc.	Heartland Finishes, Inc.
Retail	Building Alteration	10/19/2022	\$13,000 22-6738-ALT	207 NE Delaware Ave Ste 26	The Godwin Group LLC	The Godwin Group LLC
Office	Building Alteration	10/25/2022	\$21,194 22-6960-ALT	2309 W 1st St	Thrasher Inc	Thrasher Inc
Restaurant	Building Alteration	10/27/2022	\$400,000 22-4085-ALT	1520 S Ankeny Blvd	Accurate Commercial	Accurate Commercial
Office	Building Alteration	10/31/2022	\$13,000 22-7037-ALT	905 SW Oralabor Rd	Edge Commercial	Edge Commercial
Single Family Detached	Fence/Wall	10/3/2022	22-6423-FNCE	2506 NW 29th St	Tong Long	R3LAX LLC

Single Family Detached	Fence/Wall	10/3/2022	22-6440-FNCE	4209 NW 13th St	Chris Tabbert	Chris Tabbert
Single Family Detached	Fence/Wall	10/3/2022	22-6448-FNCE	306 SE 4th St	Brett Castle	Brett Castle
Single Family Detached	Fence/Wall	10/3/2022	22-6049-FNCE	2412 SW 23rd St	Parker Smith	Parker Smith
Single Family Detached	Fence/Wall	10/4/2022	22-4980-FNCE	204 SW Oakmont Dr	American Fence	American Fence
Single Family Detached	Fence/Wall	10/4/2022	22-6283-FNCE	206 SW Prairie Trail Pkwy	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	10/4/2022	22-6441-FNCE	2510 NW 29th St	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	10/4/2022	22-6488-FNCE	3821 SW Stonehaven Ln	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/4/2022	22-6490-FNCE	1022 SW 37th Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/4/2022	22-6491-FNCE	503 NW Benjamin Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/5/2022	22-4394-FNCE	5305 NW 10th St	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	10/5/2022	22-4395-FNCE	2825 NW 2nd Ct	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	10/5/2022	22-6454-FNCE	1023 NW 33rd St	Joshua Taylor	Joshua Taylor
Single Family Attached	Fence/Wall	10/5/2022	22-6525-FNCE	4301 NW Sharmin Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/6/2022	22-5582-FNCE	1525 SW Des Moines St	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	Fence/Wall	10/6/2022	22-5995-FNCE	712 NW Seasons Dr	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	10/6/2022	22-6449-FNCE	320 SW Des Moines St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	10/6/2022	22-6455-FNCE	2723 NW 21st St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	10/6/2022	22-6489-FNCE	502 NW Pleasant St	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	10/6/2022	22-6568-FNCE	2610 NW 29th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/6/2022	22-6569-FNCE	510 NW Abbie Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/10/2022	22-6506-FNCE	4416 SW 5th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	10/10/2022	22-6601-FNCE	1911 NW Abilene Rd	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	10/10/2022	22-6615-FNCE	506 NE 51st Ct	Kirk D Wright	Kirk D Wright
Single Family Detached	Fence/Wall	10/11/2022	22-6643-FNCE	501 NW Somerset Ct	Chris Schumacher	Thrive Fencing
Single Family Detached	Fence/Wall	10/11/2022	22-6663-FNCE	2815 SW Pleasant St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	10/12/2022	22-6623-FNCE	2530 NW Greenwood St	Kyle Corbin	Kyle Corbin
Single Family Detached	Fence/Wall	10/12/2022	22-6653-FNCE	509 NW Reinhart Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/12/2022	22-6654-FNCE	505 NW Reinhart Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/12/2022	22-6655-FNCE	6003 NE Grant Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/12/2022	22-6684-FNCE	3217 NW 13th St	Cody Holck	Cody Holck
Single Family Detached	Fence/Wall	10/13/2022	22-6745-FNCE	1015 NW Abbie Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/13/2022	22-6755-FNCE	4113 NE 6th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/13/2022	22-6756-FNCE	4117 NE 6th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/13/2022	22-6765-FNCE	2705 NW 9th St	Claudia Valle	Claudia Valle
Single Family Detached	Fence/Wall	10/14/2022	22-6754-FNCE	814 SW Prairie Trail Pkwy	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/14/2022	22-6786-FNCE	1527 NW Cedar Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Fence/Wall	10/14/2022	22-6787-FNCE	533 NE 44th Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	10/17/2022	22-6624-FNCE	1911 NW Prairie Lakes Ct	American Fence Company	American Fence Company
Retail	Fence/Wall	10/18/2022	22-6798-FNCE	405 SW 3rd St	Michael E Ware	Ware Appliance
Single Family Detached	Fence/Wall	10/18/2022	22-6863-FNCE	5716 NE Sherman Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/19/2022	22-6704-FNCE	411 NE 47th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Attached	Fence/Wall	10/19/2022	22-6882-FNCE	901 NW Cedar Ct	Gallagher Luke	Platinum Fence Company LLC
Single Family Detached	Fence/Wall	10/19/2022	22-6890-FNCE	4102 NE 7th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	10/19/2022	22-6892-FNCE	1608 NE Meadow Ct	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	10/24/2022	22-6906-FNCE	3604 NE 11th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/24/2022	22-6968-FNCE	1009 NW 4th St	William J Dvorak	William J Dvorak
Single Family Detached	Fence/Wall	10/25/2022	22-3982-FNCE	5011 NW 13th St	Roger Haines	Roger Haines
Single Family Detached	Fence/Wall	10/25/2022	22-6971-FNCE	1323 NW 29th St	American Fence Company	American Fence Co

Single Family Detached	Fence/Wall	10/25/2022	22-6990-FNCE	2606 SW 19th St	Stephen Mulert	Central Iowa Fencing
Single Family Attached	Fence/Wall	10/26/2022	22-7008-FNCE	2201 NW 43rd St	Susan Rickert	Central Iowa Fencing
Single Family Detached	Fence/Wall	10/27/2022	22-7029-FNCE	2608 NW 23rd ST	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	10/28/2022	22-7031-FNCE	2534 SW Plaza Pkwy	Absolute Fence LLC	Absolute Fence LLC
Restaurant	Sign	10/4/2022	\$3,000 22-6338-SIGNP	1810 SW White Birch Cir Ste 115	Tim Neal Signs & Design	Tim Neal Signs & Design
Office	Sign	10/5/2022	\$2,782 22-6110-SIGNP	1450 SW Vintage Pkwy Ste 230	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	10/5/2022	\$538 22-6171-SIGNP	1805 SE Delaware Ave Ste 1200	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	10/5/2022	\$500 22-6243-SIGNP	1450 SW Vintage Pkwy Ste 230	Signarama - Ankeny	Signarama - Ankeny
Industrial	Sign	10/13/2022	\$6,120 22-6244-SIGNP	4707 SE Rio Ct Ste 106	Iowa Sign Company	Iowa Sign Company
Office	Sign	10/14/2022	\$6,015 22-6758-SIGNP	1620 N Ankeny Blvd Ste 106	Eagle Sign Company	Eagle Sign Company
Office	Sign	10/14/2022	\$227 22-6759-SIGNP	1620 N Ankeny Blvd Ste 106	Eagle Sign Company	Eagle Sign Company
Office	Sign	10/17/2022	\$4,654 22-4925-SIGNP	114 NW 9th St Ste 102	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	10/17/2022	\$6,995 22-6332-SIGNP	1933 SW Magazine Rd	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	10/17/2022	\$5,995 22-6333-SIGNP	1933 SW Magazine Rd	Signarama - Ankeny	Signarama - Ankeny
Other	Sign	10/21/2022	\$17,009 22-6897-SIGNP	2301 SE Creekview Dr	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Mixed Use	Sign	10/21/2022	\$2,001 22-6898-SIGNP	2301 SE Creekview Dr	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Retail	Sign	10/25/2022	\$6,000 22-6418-SIGNP	2310 SE Delaware Ave	Gary Mills	Signs-N-More
Retail	Sign	10/26/2022	\$10,000 22-6747-SIGNP	1510 S Ankeny Blvd Ste 104	Drake Signs	Drake Signs
Retail	Sign	10/27/2022	\$2,500 22-6108-SIGNP	1075 SW Oralabor Rd	Tanner Scott	First Class Signs
Retail	Sign	10/27/2022	\$2,500 22-6109-SIGNP	1075 SW Oralabor Rd	Tanner Scott	First Class Signs
Retail	Sign	10/31/2022	\$900 22-6499-SIGNP	1500 SW Main St	Signarama - Ankeny	Signarama - Ankeny
Retail	Temporary Sign	10/7/2022	22-6566-SIGNT	1625 S Ankeny Blvd	Adventure Auto	Adventure Auto
Retail	Temporary Sign	10/27/2022	22-6974-SIGNT	722 S Ankeny Blvd	Shawna Koffler	Shawna Koffler
Single Family Detached	Drive Approach	10/7/2022	22-6574-RSTRM	2310 NW 17th St	I-80 Concrete	I-80 Concrete
Single Family Detached	Drive Approach	10/10/2022	22-6620-RSTRM	318 NE Bel-Aire Rd	Solis Concrete	Solis Concrete
Single Family Detached	Drive Approach	10/10/2022	22-6621-RSTRM	311 NW Rock Creek Cir	Solis Concrete	Solis Concrete
Single Family Detached	Drive Approach	10/13/2022	22-6778-RSTRM	614 NW Nickolas Dr	Concrete PRF LLC	Concrete PRF LLC
Single Family Detached	Drive Approach	10/19/2022	22-6777-RSTRM	3303 SW Timberline Dr	Lisa V Mortens	I-80 Concrete
Single Family Detached	Drive Approach	10/20/2022	22-6785-RSTRM	3307 SW Timberline Dr	Andrew Maysent	Andrew Maysent
Hospital	Drive Approach	10/25/2022	22-6986-RSTRM	701 SW Ordnanace Rd	Ferris Construction LLC	Ferris Construction LLC
Single Family Detached	Drive Approach	10/31/2022	22-7082-RSTRM	205 SW Sharmin Dr	HS Concrete Inc	HS Concrete Inc
Single Family Attached	Sidewalk	10/4/2022	22-6492-RSWRP	710 NW Stratford Ct	Terry's Quality Concrete	Terry's Quality Concrete
Single Family Detached	Sidewalk	10/17/2022	22-6825-RSWRP	3404 NW 13th St	HS Concrete Inc	HS Concrete Inc
Multi-Family	Sidewalk	10/28/2022	22-7043-RSWRP	4602 NE Grove Ln	Speck USA	Speck USA
Single Family Detached	Sidewalk	10/31/2022	22-7083-RSWRP	205 SW Sharmin Dr	HS Concrete Inc	HS Concrete Inc



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Billing Report for October 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	27,941	282,629,564	\$ 1,643,529	\$ 5.82	\$ 293,110	26,210	\$ 137,153	\$ 14,597	\$ 891,513	\$ 525,616	25,704	\$ 279,611	\$ 3,647,976
August	28,146	324,852,366	\$ 1,940,308	\$ 5.97	\$ 294,156	26,286	\$ 155,166	\$ 14,636	\$ 921,948	\$ 527,071	25,775	\$ 280,368	\$ 3,978,488
September	28,231	267,915,821	\$ 1,727,369	\$ 6.45	\$ 295,410	26,395	\$ 142,572	\$ 14,690	\$ 906,964	\$ 529,080	25,878	\$ 281,083	\$ 3,754,596
October	28,287	197,020,536	\$ 1,254,721	\$ 6.37	\$ 296,150	26,481	\$ 114,336	\$ 14,744	\$ 850,795	\$ 530,863	25,972	\$ 282,240	\$ 3,229,513
November													\$ -
December													\$ -
January													\$ -
February													\$ -
March													\$ -
April													\$ -
May													\$ -
June													\$ -
FY Total	112,605	1,072,418,287	\$ 6,565,927	\$ 24.61	\$ 1,178,827	105,372	\$ 549,227	\$ 58,668	\$ 3,571,220	\$ 2,112,631	103,329	\$ 1,123,301	\$ 14,610,573
FY 23 Average	28,151	268,104,572	1,641,482	\$ 6.15	294,707	26,343	137,307	14,667	892,805	528,158	25,832	280,825	1,217,548
FY 22 Average	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 decreasing the contract amount by \$75.00 to Communication Data Link for construction services on the N Ankeny Blvd Fiber Optic Upgrade project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1

CHANGE ORDER FORM



Project Title: N Ankeny Blvd Fiber Optic Upgrade
Contractor: Communication Data Link
Address: 1305 SW 37th St, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 4289

Change Order Number: 1

Change Order Date: November 21, 2022

Purpose of Change Order:

Three Type III handholes were deemed unnecessary and removed from the project based on discussion with the contractor and City at the pre-construction meeting.

Additionally, the original cable routing shown for crossing N Ankeny Blvd at 18th St was incorrect and utilized existing conduit and an existing handhole that were not City owned. In order to cross N Ankeny Blvd, new conduit and a new handhole will be required.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	TYPE III - 24" x 36" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	(3)	\$ 1,200.00	\$ (3,600.00)
2	TYPE IV - 30" x 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	1	\$ 1,500.00	\$ 1,500.00
5	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	150	\$ 13.50	\$ 2,025.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ (75.00)**

Contractor Accepted: Communication Data Link
Firm Name

Signature [Signature] Date 11/9/22

Engineer Approved: Snyder & Associates
Firm Name

Signature [Signature] Date 11/9/2022
Andrew Houchin, P.E.

Owner Accepted: City of Ankeny
Signature _____ Title _____ Date _____

Mayor
Signature _____ Title _____ Date _____

Attest for Owner:

City Clerk
Signature _____ Title _____ Date _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 178,979.00
1	November 21, 2022	\$ (75.00)
2		
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15		

Revised Contract Amount \$ 178,904.00



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$18,287.50 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.

EXECUTIVE SUMMARY:

The subgrade did not pass testing because of an overabundance of moisture in the soil. This change order is remove the unsuitable material, install geogrid, and install rock.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1

CHANGE ORDER FORM



Project Title: SE Delaware Ave HMA Widening
Contractor: Grimes Asphalt and Paving Corporation
Address: 5550 NE 22nd Street, Des Moines, IA 50313
Finance Budget Code: 993.3993.4451 Finance Project #: 993.4451
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: March 7, 2022 Vendor #: 252

Change Order Number: 1

Change Order Date: November 21, 2022

Purpose of Change Order:

The subgrade did not pass testing after two attempts because of an overabundance of moisture in the soil. The change order is to remove unsuitable material, install geogrid, and install rock. The area is 100 ft long, 12 ft wide and 3 ft deep.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
70	Subgrade replacement	LS	1.00	\$ 18,287.50	\$ 18,287.50
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: \$ 18,287.50

Contractor Accepted: Grimes Asphalt and Paving Corporation
Firm Name
Signature: [Signature] Date: 11-4-22

Engineer Approved: JEO Consulting Group
Signature: [Signature] Date: 11/9/2022

Owner Accepted: Jim Haferkamp 11/10/2022
City of Ankeny
Mayor
Signature: [Signature] Title: Mayor
Date: 11/21/2022

Attest for Owner:
City Clerk
Signature: [Signature] Title: City Clerk
Date: 11/21/2022

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 915,737.43
1	November 21, 2022	\$ 18,287.50
2		
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Revised Contract Amount \$ 934,024.93



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$9,115.30 to Howrey Construction, Inc., for construction services on the Bellagio Park Improvements project.

EXECUTIVE SUMMARY:

Quantity change reconciliation.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1

CHANGE ORDER FORM



Project Title: BELLAGIO PARK IMPROVEMENTS
Contractor: HOWREY CONSTRUCTION INC.
Address: 316 AUSTIN STREET, ROCKWELL CITY, IA 50579
Finance Budget Code: 973.2973.4408 **Finance Project #** 973.2973
Vendor Project or Invoice #: 1 **PO #** n/a
Original Contract Date: June 6, 2022 **Vendor #** n/a

Change Order Number: 1

Change Order Date: November 14, 2022

Purpose of Change Order:

Quantity change reconciliation

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Pea Gravel Subbase	TN	(13.00)	\$ 60.00	\$ (780.00)
2	Rip Rap	TN	(0.50)	\$ 110.00	\$ (55.00)
3	5" Depth PCC Sidewalk	SF	116.20	\$ 6.50	\$ 755.30
4	5" Depth PCC Basketball Court	SF	1,440.000	\$ 5.50	\$ 7,920.00
5	PCC Maintenance Curb for Playground	LF	15.00	\$ 85.00	\$ 1,275.00
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 9,115.30**

Contractor Accepted: HOWREY CONSTRUCTION INC.

Signature: [Signature] Date: November 15, 2022
Firm Name

Engineer Approved: Snyder & Associates, Inc.

Signature: [Signature] Date: 11/15/2022
Firm Name

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 296,850.00
1		\$ 9,115.30
2		
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15		

Revised Contract Amount **\$ 305,965.30**



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$15,444.52 with Kirkham Michael & Associates Inc. for design engineering services on the Westwinds Storm Sewer Extension - SW Westwinds Drive project.

EXECUTIVE SUMMARY:

Kirkham Michael & Associates Inc. completed the preliminary design of the Westwinds Storm Sewer Extension - SW Westwinds Drive project. The scope of the additional engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement and includes site visits, property owner coordination, geotechnical investigation, and easement acquisition services. A copy of the original Professional Services Agreement and Amendment No. 1 are also attached for reference.

The fee for the additional engineering services is \$15,444.52. The original Professional Services Agreement for design services is \$44,080.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$59,524.52.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Kirkham Michael & Associates Inc. in the amount of \$15,444.52 for the Westwinds Storm Sewer Extension - SW Westwinds Drive project.

FISCAL IMPACT: No

The project's construction and associated design and construction engineering services are included in the 2022 CIP.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment No. 1
 Agreement

SUPPLEMENTAL AGREEMENT NO.1

This Agreement is made and entered into this 21st day of November, 2022, by and between the CITY OF ANKENY, IOWA, hereinafter referred to as “**Owner**,” and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as “**Engineer**,” as follows:

PREAMBLE:

The parties hereto entered into an agreement dated the 19th day of April 2021, for the *Westwinds Storm Sewer Extension Project – SW Westwinds Drive*. Said contract shall hereinafter be referred to as the Base Agreement.

The Owner desires to have the Engineer perform additional engineering assignments in conjunction with design of the storm sewer extension. The work to be performed is beyond the scope of the Base Agreement thereby constituting "extra work."

The Engineer is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

2. SCOPE OF SERVICES

The scope of services to be performed under this supplemental agreement shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

Task 1: Site visits and Property Owner Coordination

The Engineer will prepare for, attend, and lead three additional site visits/meetings to present the project to the property owners, answer questions, and analyze requests from the property owners regarding the proposed design. The geotechnical subconsultant will prepare for and attend one additional site visit with the property owners.

Task 2: Easement Acquisition

The Engineer will contract with a sub-consultant to provide compensation valuation, negotiation, and acquisition services for the easement(s) on one additional property not previously included in the Base Agreement, and redo compensation estimate for parcel completed over a year ago. Sub-consultant will coordinate with property owners for the signing of permanent and temporary easement documents. Sub-consultant will provide condemnation assistance if necessary. Fees for condemnation assistance assume only one parcel.

3. SCHEDULE

The final plans and specifications will be completed by January 6, 2023. Easement acquisition offers will be provided to the property owners by December 20, 2022.



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

Attachment: Exhibit A – Fee Estimate – Supplemental Agreement #1
Exhibit B – Kirkham Michael 2022 Standard Hourly Rates

ENGINEER:

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Federal ID #470365085

BY: 
Greg D. Cabalka, P.E., Vice President

OWNER:

CITY OF ANKENY, IOWA

BY: 11/15/2022

Date: _____

Date: _____



4. COMPENSATION

- A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 1, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of \$15,444.52. A detailed estimate and fee are included as Exhibit A to this agreement.
- B. The Standard Hourly Rates are included as Exhibit B to this agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.
- C. The contract ceiling amount is hereby increased by an amount of \$15,444.52 from \$44,080.00 to \$59,524.52, which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 1, all the terms and conditions of the Base Agreement shall remain in full force and effect.

Exhibit A
FEE ESTIMATE

- A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 1, the Engineer shall be paid the following fees, including any authorized reimbursable expenses. The Engineer shall pay fees associated with required permits.

TASK 1: Site Visits and Property Owner Coordination Kirkham Michael Fee Sub-Consultant (Geo-tech) Fee		Kirkham Michael = Allendar Butzke = Task 1 Fee =	\$ 5,160.00 \$ 1,934.52 \$ 7,094.52
TASK 2: Easement Acquisition Sub-Consultant Fee (Base) Condemnation Assistance (1 Parcel – If needed)		JCG Land Services = JCG Land Services = Task 2 Fee =	 \$6,590.00 \$1,760.00 \$8,350.00
REIMBURSABLE EXPENSES:	Project Total (Engineer) Project Total (Subconsultants) Reimbursable Expenses Total Not to Exceed Cost		\$ 5,160.00 \$ 10,284.52 \$ 00.00 \$ 15,444.52

- B. Work items not addressed in the Scope of Services included in this Supplemental Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.
- C. The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.
- D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

Kirkham Michael (Iowa) 2022 Billing Rate Schedule by Classification	
KM Classification	2022 Billing Rate
Principal / Operations Manager	\$230.00
Engineering Manager	\$190.00
Principal Engineer	\$185.00
Senior Scientist / NEPA Specialist	\$155.00
Senior Engineer	\$160.00
Associate Engineer	\$150.00
Engineering Intern 1	\$105.00
Engineering Intern 2	\$115.00
Engineering Intern 3	\$125.00
Design Manager	\$145.00
Design Technician	\$95.00
CADD Technician	\$95.00
Licensed Surveyor	\$210.00
Senior Project Surveyor	\$140.00
Project Surveyor	\$120.00
Survey Crew Chief	\$110.00
Construction Engineer	\$145.00
Construction Manager	\$140.00
Senior Construction Observer	\$95.00
Assistant Construction Observer / Technician	\$95.00
Administrative	\$85.00

Rates are subject to increase on January 1, 2023



AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made and entered into this 19th day of April, 2021 by and between the CITY OF ANKENY, IOWA, hereinafter referred to as “**Owner**,” and Kirkham, Michael & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as “**Engineer**,” as follows:

The Owner hereby agrees to retain the Engineer, and the Engineer hereby agrees to provide the required professional services; and to furnish the equipment, supplies, or materials necessary to complete the work for the following project:

Westwinds Storm Sewer Extension Project – SW Westwinds Drive

1. STANDARD CONDITIONS

“**Kirkham, Michael & Associates, Inc., General Terms and Conditions**,” as attached hereto as Exhibit A (3 pages) and hereinafter referred to as the “**Terms and Conditions**”, is hereby incorporated into this Agreement, with the following exceptions.

- a. Section 7 “LIMITATION OF LIABILITY” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement.
- b. Section 8 “INSURANCE” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 “SUPPLEMENTAL CONDITIONS” of the base Agreement specifies “INSURANCE” requirements that are applicable to this Agreement, in lieu of those in Section 8 of the Terms and Conditions.
- c. Section 9 “INDEMNIFICATION” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 “SUPPLEMENTAL CONDITIONS” of the base Agreement specifies “INDEMNIFICATION” requirements that are applicable to this Agreement, in lieu of those in Section 9 of the Terms and Conditions.
- d. Section 12 “GOVERNING LAW” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- e. Section 13 “DISPUTE RESOLUTION” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 “SUPPLEMENTAL CONDITIONS” of the base Agreement specifies “DISPUTE RESOLUTION” requirements that are applicable to this Agreement, in lieu of those in Section 13 of the Terms and Conditions.
- f. Section 20 “PROPRIETARY DATA” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement.

2. SUPPLEMENTAL CONDITIONS

INSURANCE

Engineer agrees to purchase, at its own expense, Workers’ Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to the Owner.



INDEMNIFICATION

a. Indemnification for Professional Negligence

Notwithstanding any language contained herein to the contrary, Engineer warrants and represents to the Owner that the public improvement has been designed in accordance with a generally recognized engineering or safety standard, criteria, or design theory in existence at the time of the construction or reconstruction. In the event that it is determined that the public improvement was not designed in accordance with a generally recognized engineering standard, criteria or design theory in existence at the time of the construction or reconstruction, the engineer agrees to indemnify and hold the Owner harmless from and against any and all claims, losses, damages, forfeitures, judgement, legal fees, costs, expenses, liabilities, and obligations, including, but not limited to attorney fees, that arises out of or in any way relates to the failure to design in accordance with the generally recognized engineering standard, criteria, or design theory in existence at the time of the construction or reconstruction. In the event of a conflict between this provision and any other provision of the Contract Documents the terms of this provision shall prevail.

b. General Indemnification

Engineer shall protect, indemnify, hold harmless and defend the Owner and its employees, agents, and representatives (the "Indemnitees") against any and all claims, causes of action, suits, losses, costs or damages, including attorneys' fees and expenses, resulting from the acts, failure to act, omissions, negligence, or fault of Engineer those employed by them, or their agents and representatives, whether or not said claim, cause of action, suit, loss, cost or damage is alleged to be caused in part by any act, failure to act, omission, negligence, or fault of any of the Indemnitees or their employees, and Engineer shall bear any expense which any of the Indemnitees may have by reason thereof, or on account of being charged with such claim, cause of action, suit, loss, cost or damage, unless such claim, cause of action, suit, loss, cost or damages is solely caused by the Indemnities' sole act, failure to act, omission, negligence or fault. This general indemnification obligation is in addition to, and not a limit on, the insurance or bond obligations of the Engineer. In any and all claims by an employee of Engineer, anyone directly or indirectly employed by it, or anyone for whose acts Engineer may be liable, against any of the Indemnitees, or any of their agents or employees, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages by the compensation benefits payable by or for Engineer under workers' compensation acts, disability benefits acts, or other employee benefit acts.

DISPUTE RESOLUTION

Owner and Engineer agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to informal non-binding mediation. If non-binding mediation is not successful then the Engineer, and Contractor agree that any dispute, controversy or claim arising out of or relating to this Agreement, the Project at issue, or the breach, default, and/or nonperformance thereof, may, solely at the Owner's discretion, be settled by binding arbitration administered pursuant to Iowa Code chapter 679A or in a district court of competent jurisdiction in and for Polk County, Iowa. Engineer and/or Contractor further agree that if at any time the Engineer and/or Contractor have any dispute controversy or claim arising out of or relating to this Agreement, the Project at issue, or the breach, default, and/or nonperformance thereof all such disputes, controversies or claims



shall be brought in one action and such disputes, controversies or claims shall be joined in and be bound by the same action and forum as elected and brought by the Owner in order to ensure there is no piecemeal litigation.

3. SCOPE OF SERVICES

The work to be performed by the Engineer under this Agreement shall encompass and include all work, services, materials, equipment, supplies and incidental costs necessary to perform the work outlined below and as represented by Exhibit B, Scope of Services and Exhibit C, Project Location Map, to this Agreement. In general the Engineer shall provide:

Conceptual Design & Technical Memorandum, Preliminary Design and Easement Acquisition, Final Design, Construction Documents Preparation, and Letting Phase Services for storm sewer extension and slough/erosion repair at 2012 & 2016 SW Westwinds Drive.

4. SCHEDULE

The schedule is included in Exhibit B, Scope of Services.

5. COMPENSATION

- A. For full and complete compensation for work, materials, and services furnished for the Scope of services in this Agreement, Engineer shall be paid for direct time charged to the project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a maximum limit of **\$44,080.00**. The Standard Hourly rates are included as part of Exhibit D to this Agreement and includes salary, additives, overhead and profit. No additional fees shall be payable for the project, unless specifically agreed to in writing by the Owner and Engineer prior to providing said services. A detailed estimate and fee is included as Exhibit D to this Agreement.
- B. Work items not addressed in the scope of work included in this Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.
- C. The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.
- D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.



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

Attachment: Exhibit A – General Terms and Conditions
Exhibit B – Scope of Services
Exhibit C – Project Location Map
Exhibit D – Fee Estimate and Hourly Rates

ENGINEER:

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Federal ID #470365085

OWNER:

CITY OF ANKENY, IOWA

BY: _____

A blue ink signature, likely of Michael Kirkham, written over a horizontal line.

BY: _____

A blue ink signature, likely of Gary Lorenz, written over a horizontal line.
Gary Lorenz, Mayor

Date: _____

4/12/2021

Date: _____

4-19-21

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B
SCOPE OF SERVICES

Project Scope

The City of Ankeny is interested in investigating storm sewer extension and erosion repair options for a storm sewer outlet and drainage channel located at 2012 & 2016 SW Westwinds Drive within the Westwinds Subdivision. The Engineer will provide topographic survey, conceptual design services, preliminary design and easement acquisition, final design, construction document preparation and letting phase services. The Engineer will coordinate with subconsultant, Allender Butzke Engineering Inc. to complete geotechnical investigation and design for the identified areas.

Engineering Services to be Provided

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

I. PROJECT MANAGEMENT

This task will be ongoing throughout the project period. Greg Cabalka will serve as the Consultant Project Manager. The Consultant Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members. The Consultant Project Manager will provide continuous project administration, management and coordination of tasks and activities, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

II. CONCEPTUAL DESIGN

The Engineer will provide topographical survey of the project area within the Westwinds Subdivision. The project area is identified on the attached Exhibit C. Topographical survey and required cross sections will be provided to the Subconsultant, Allender Butzke Engineers Inc., to be utilized for geotechnical testing, design, and reporting. The Engineer will provide the Owner with conceptual designs, based on the geotechnical report, and review them with the Owner. The conceptual designs will include a base option that limits the proposed work to the existing easement, and an option that incorporates the entire slide area assuming that homeowners wish to complete proposed work outside of the easement. With the conceptual designs the Engineer will provide construction cost estimates for both options.

- A. Topographic Survey** – Engineer to provide topographical survey required for geotechnical exploration/design, and necessary information to produce construction plans.
- B. Geotechnical Engineering** – Geotechnical exploration of the site has been completed by Allender Butzke Engineering. Engineer will coordinate with Allender Butzke and retain them as a subconsultant to provide geotechnical engineering review and recommendations on the proposed conceptual design



- C. **Conceptual Design** – The Engineer will provide two conceptual designs to the Owner based on the geotechnical exploration report. These concepts include an option that proposes work to extend the storm sewer to the channel and stabilize the existing drainage channel. A second option will include proposed work outside of the easement to restore areas that have experienced erosion and sloughing. Conceptual design will include exhibits, and drawings such as cross sections and plan views for each option. Cost estimates for each option and a technical memorandum summarizing the options for each area will be provided as well.

III. PRELIMINARY AND FINAL DESIGN

The Engineer will provide preliminary and final design services for the identified project including construction documents preparation. The project area is identified on the attached Exhibit C, and the repairs will be completed based on the Owner selected repair method in the concept design memorandum.

- A. **Preliminary Design** – Engineer to provide preliminary design of the selected alternative to a level that provides limits of construction and access considerations to identify necessary easement acquisitions.
- B. **Easement Acquisition** – Engineer will prepare temporary and permanent easement acquisition plats for the necessary properties. There is a total of three parcels where easements are anticipated to be needed. The Owner will provide all necessary easement documents to accompany the plats. The Engineer will contract with a sub-consultant to provide compensation valuation, negotiation, and acquisition services for the easement(s) on one of the parcels. The easements on the other two parcels are assumed to be voluntary with no compensation. Services for condemnation support are not included in this scope of services if they become necessary.
- C. **Final Design** – Engineer to provide final design of the selected alternative to support the preparation of construction documents for a local public letting.
- D. **Construction Documents Preparation** – Engineer will prepare construction plans, specifications, final cost opinion, and SWPPP for a local letting. Construction plans will include both the public and the private property portions (if necessary) of the recommended repairs, and the private property portions (if necessary) will be included as an “add alternate” within the plans. The plans will be prepared and submitted for review at the following levels of completion. Updated cost estimates will accompany each review submittal.
- a. 60% Plans – Plans will be developed to a level that provides confidence in the limits of construction, so that easement plats and a cost opinion can be prepared. 60% plans will not include final detailing, tabulations, and notes. The SWPPP will not be provided with the 60% plan review. These plans will be reviewed by the Owner and comments will be incorporated into an approved 60% plan set.
 - b. 100% Plans – A final plan set, specifications, cost opinion, and SWPPP will be prepared for City review based on the approved 60% plan set. Comments from the Owner will be incorporated into final approved construction plans, specifications, and SWPPP.

IV. LETTING PHASE SERVICES

- A. The project will be let by the Owner and the Engineer shall supply the necessary documents for this



process using Owner templates for the front ends and the SWPPP if necessary. The Engineer will complete the Quest CDN process for the formal letting.

- B. The Engineer shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.
- C. The Engineer shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the Owner regarding the awarding of the construction contract to the lowest qualified bidder. The Engineer shall coordinate the contracts, bonds, and certificates of insurance with the awarded contractor.

V. CONSTRUCTION PHASE SERVICES

The Engineer will perform construction administration / observation services during construction if requested by the City of Ankeny. These construction phase services would be contracted through a separate agreement.

Project Schedule

Topographic Survey will be completed within 2 weeks of notice to proceed, weather permitting.

Conceptual Design Complete – July 1, 2021

Preliminary Design Complete – September 1, 2021

Final Design & Construction Documents Complete – November 1, 2021

Letting – December 2021-January 2022

Exhibit C
PROJECT LOCATION MAP

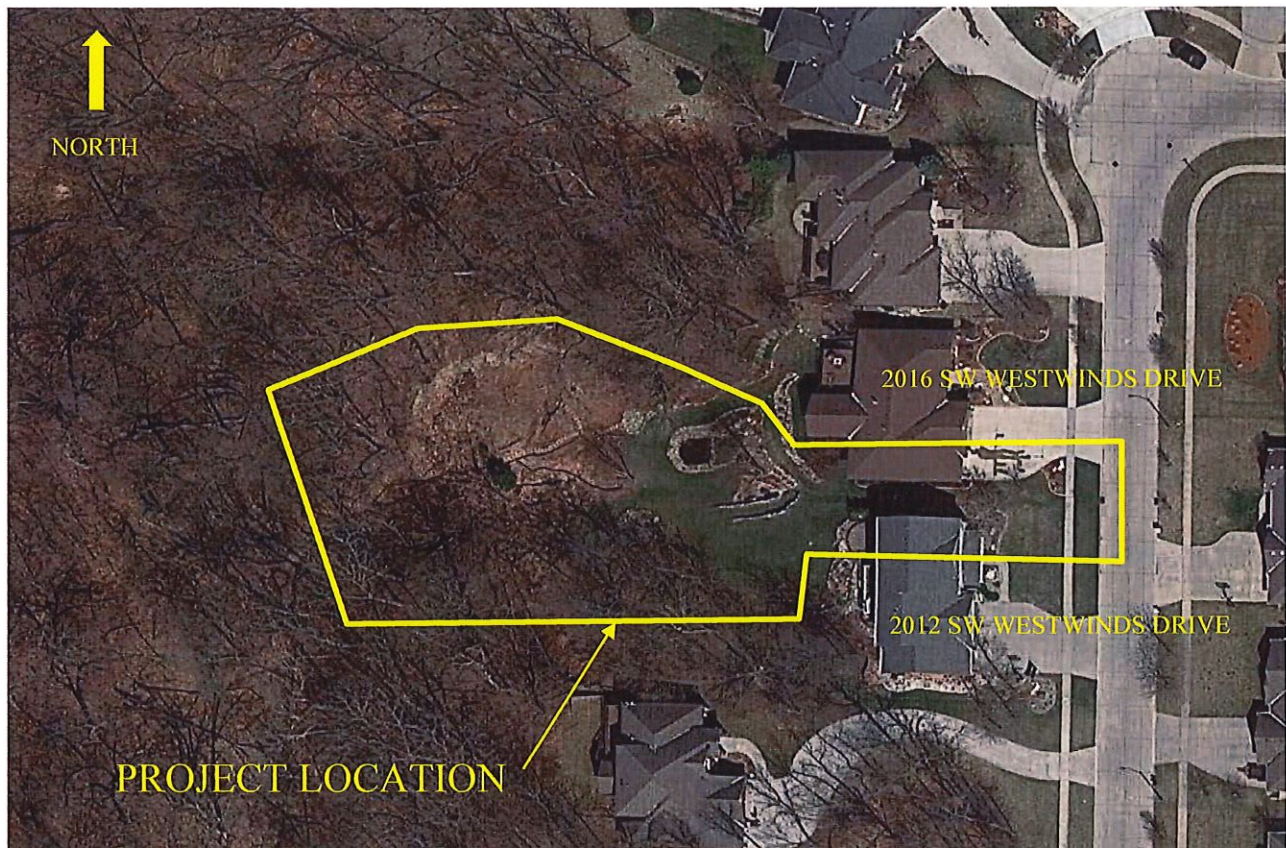


Exhibit D
FEE ESTIMATE

- A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement, the Engineer shall be paid the following fees, including any authorized reimbursable expenses. The Engineer shall pay fees associated with required permits.

I. PROJECT MANAGEMENT: General Project Management	Estimated Cost = \$3,950.00
II. CONCEPTUAL DESIGN: Topographical Survey Geotechnical Engineering Conceptual Design	Estimated Cost = \$ 4,200.00 Subconsultant Cost = \$ 2,500.00 Estimated Cost = \$ 6,930.00 Conceptual Design = \$ 13,630.00
III. PRELIMINARY & FINAL DESIGN Preliminary Design Easement Documents Easement Acquisition Final Design Construction Documents Preparation	Estimated Cost = \$ 4,500.00 Estimated Cost = \$ 2,100.00 Subconsultant Cost = \$ 3,500.00 Estimated Cost = \$ 5,750.00 Estimated Cost = \$ 8,650.00 Prelim & Final Design = \$ 24,500.00
IV. LETTING PHASE SERVICES Bidding & RFI Response	Estimated Cost = \$ 1,500.00
REIMBURSABLE EXPENSES: NPDES Permit, NOI Posting	Project Total (Engineer) \$ 37,580.00 Project Total (Subconsultants) \$ 6,000.00 Reimbursable Expenses \$ 500.00 Total Not to Exceed Cost \$ 44,080.00

- B. Work items not addressed in the Scope of Services included in this Supplemental Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.
- C. The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.
- D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

Kirkham Michael (Iowa) 2021 Billing Rate Schedule by Classification	
KM Classification	2021 Billing Rate
Principal / Operations Manager	\$200.00
Engineering Manager	\$185.00
Principal Engineer	\$195.00
Senior Scientist / NEPA Specialist	\$155.00
Senior Engineer	\$155.00
Associate Engineer	\$140.00
Engineering Intern 1	\$105.00
Engineering Intern 2	\$115.00
Engineering Intern 3	\$125.00
Design Manager	\$140.00
Design Technician	\$90.00
CADD Technician	\$90.00
Licensed Surveyor	\$200.00
Senior Project Surveyor	\$135.00
Project Surveyor	\$115.00
Survey Crew Chief	\$105.00
Construction Engineer	\$135.00
Construction Manager	\$135.00
Senior Construction Observer	\$90.00
Assistant Construction Observer / Technician	\$85.00
Administrative	\$80.00

Rates are subject to increase on January 1, 2022



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$255,300.00 with Snyder & Associates for construction services on the High Trestle Trail Transmission Water Main and Drainage Improvements project.

EXECUTIVE SUMMARY:
The scope of the construction services and the corresponding fees are shown in the attached Amendment No. 3 to the Professional Services Agreement. A copy of the original Professional Services Agreement, Amendment #1, and #2 are also attached for reference.

The fee for the construction services is \$255,300.00. The original Professional Services Agreement for concept design engineering services was \$103,800.00, Design Services from Phase 1 Design was 158,200.00, and Design Services from Phase 2 was \$185,400.00 which brought the then total to \$447,400.00. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to \$702,700.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Snyder & Associates in the amount of \$255,300.00 for the High Trestle Trail Transmission Water Main and Drainage Improvements project.

FISCAL IMPACT: No

This project is included in the City's 2021 - 2025 Capital Improvements Program for construction in 2022 and 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Snyder & Associates in the amount of \$255,300.00 for the Hight Trestle Trail Transmission Water Main and Drainage Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #3
 Amendment #2
 Amendment #1
 Professional Services Agreement

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS**

ANKENY, IOWA

This Amendment entered into this 21st day of November, 2022 to the Professional Services Agreement dated January 4, 2021 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CITY”, and Snyder & Associates, Inc., hereinafter referred to as the “ENGINEER”.

This Amendment is associated with the Construction Services for the High Trestle Trail (HTT) Transmission Main and Drainage Improvements project, hereinafter referred to as the “PROJECT”.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION F. CONSTRUCTION SERVICES**, shall be added as follows:

1. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contract, the ENGINEER shall perform the following administrative services during construction of the PROJECT:

- a. The ENGINEER shall serve as the CITY’S representative for administering the terms of the construction contract between the CITY and their Contractor.
- b. The ENGINEER shall specify the testing of materials and administrative procedures.
- c. Preconstruction Conference - The ENGINEER shall arrange and conduct a preconstruction conference with the Contractor and CITY to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- d. Progress Meetings – The ENGINEER shall arrange and conduct weekly progress meetings with the Contractor and CITY to review progress of work and work that will be completed in following week.

- e. Site Observation – The ENGINEER shall visit the construction site, at such times and with such frequency deemed necessary by the ENGINEER, to (a) observe the progress and (b) determine if the result of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the CITY and the Contractor.
- f. Contractor Payment Requests – The ENGINEER shall review the requests of the Contractor for progress payments and shall approve a request, based upon site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- g. Notification of Nonconformance – The ENGINEER shall notify the CITY of any observed work which does not conform to the construction contract, make recommendations to the CITY for the correction of nonconforming work and, at the request of the CITY, see these recommendations are implemented by the Contractor.
- h. Shop Drawings – The ENGINEER shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.
- i. Change Orders – The ENGINEER shall prepare change orders for approval by the CITY.
- j. Substantially Complete and Final Site Observation – The ENGINEER shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications prior to final payment for this construction phase.
- k. During construction of the PROJECT, the ENGINEER shall confer with the CITY'S Project Officer to report PROJECT status. A written progress report shall be submitted in such a way that it is suitable for use as a City Council information item. The written reports shall be submitted with contractor payment requests and as requested by the CITY'S Project Officer.
- l. If the Contractor exceeds the estimated working days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the ENGINEER will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule in Exhibit C of the Agreement.

- m. Final Acceptance – It is understood the CITY will accept any portion of the PROJECT only after recommendation by the ENGINEER. Final acceptance of the PROJECT by the CITY shall not be deemed to release the contractor from responsibility for ensuring the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design

2. CONSTRUCTION STAKING

The ENGINEER shall be responsible for providing all construction stakes for the PROJECT, including the following:

- a. Project horizontal and vertical control point verification and set up. Control points will be available for the contractor for machine control.
- b. Horizontal layout of temporary and permanent easements.
- c. Storm sewer pipe, structures, and structure adjustments (station location offsets with flow line, rim, form grade, inlet elevations per SUDAS).
- d. Hydrant and valve locations, water main pipe, water critical crossings, and structure adjustments (centerline pipe, top of pipe elevations, hydrant structure offsets).
- e. Existing pavement removals, grading limits (100' intervals and points of deflection).
- f. Roadway pavement pave-through, median, turn lane, and intersection grading (staking on 50' intervals on tangents and points of deflection to a pre-determined height).
- g. Roadway pavement pave-through, median, turn lane, driveways, and intersection back of curb (paving hubs staked on 25' intervals on tangents and points of deflection to a pre-determined height).
- h. Trail and sidewalk ADA grade and pavement (paving hubs staked on 50' intervals on tangents and points of deflection to a pre-determined height).
- i. Trees to be removed will be marked in a pre-determined manner coordinated with the tree removal contractor.
- j. Underground utilities and public utility easements for utilization by franchise utilities in placing relocated utilities (100' intervals and points of deflection).
- k. The construction documents shall contain a provision that the ENGINEER shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense.
- l. ADDITIONAL SERVICES: The following survey services are considered additional and if requested can be performed on the basis of supplemental agreement or on an hourly basis in

accordance with Snyder & Associates' current Standard Fee Schedule.

- i. Re-staking
- ii. As-built Survey
- iii. Monument preservation or re-setting
- iv. Survey certifications
- v. Monitoring

3. CONSTRUCTION OBSERVATION

The ENGINEER shall provide one or more Resident Engineer(s) or Resident Construction Observer(s) for the PROJECT as required during the construction phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the ENGINEER shall make a recommendation on the request to the CITY for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CITY shall never be deemed to have authorized the ENGINEER to consent to the use of defective workmanship or materials. The Resident Engineer or Resident Construction Observer shall give guidance to the PROJECT during the construction periods, including the following:

- a. Checking of lines and grades required during construction.
- b. Observation of the work for general compliance with plans and specifications. 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 responsibility of the CITY and the Contractor.
- c. Keep a record or log of the Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- d. Resident Construction Observer shall collect location and elevation data for all installed fittings, valves, hydrants, as well as bore ends and any other locations deemed necessary by the CITY. Data will be collected with GPS equipment and recorded in the proper coordinate system and datum. Information will be displayed on record drawings.
- e. Resident services provide the CITY with representation at the job site during the construction 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 resident services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety.

- f. The ENGINEER shall coordinate the acceptance testing and monitoring according to the plans, specifications, and CITY requirements. Field moisture and density tests by a private testing laboratory and deliveries to the laboratory shall be completed by the Contractor as part of the PROJECT construction.

4. RECORD DRAWINGS

The ENGINEER shall furnish reproducible record documents for the PROJECT according to CITY requirements. The reproducible record documents shall include one half-size (11x17) paper set of the post-construction record drawings and one half-size PDF set of the post-construction record drawings. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CITY / ENGINEER approval.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

D. CONSTRUCTION SERVICES

As set forth in Exhibit A – Scope of Services, Article IV(A), the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. Total fees of services shall not exceed the following amounts without approval of the CITY.

	Division 1 Transmission Main (SRF Eligible)	Division 2 Drainage Improvements (Non-SRF Eligible)	Total Amount
1. Construction Administration	\$ 29,700	\$ 5,000	\$ 34,700
2. Construction Staking	\$ 8,500	\$ 2,000	\$ 10,500
3. Construction Observation	\$ 183,200	\$ 18,400	\$ 201,600
4. Record Drawings	\$ 8,500	\$ 0	\$ 8,500
TOTAL	\$ 229,900	\$ 25,400	\$ 255,300

Anytime the ENGINEER anticipates the actual engineering costs will exceed estimated engineering costs, the ENGINEER shall immediately notify the CITY, in writing, of such proposed increase and the reasons therefore. The CITY shall thereupon review such proposed increase and either accept or reject same.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 21st day of November, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melvin Wallace

By

Mark A. Land

Mark A. Land, P.E., CFM

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS – PHASE 2**

ANKENY, IOWA

This Amendment entered into this 6th day of December 2021 to the Professional Services Agreement dated January 4, 2021 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “ENGINEER”.

This Amendment is associated with the Design Services for the HTT Transmission Water Main and Drainage Improvements – Phase 2 project, hereinafter referred to as the “PROJECT”. Construction Services shall be performed under a separate amendment.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION E. PHASE 2 DESIGN SERVICES**, shall be added as follows:

1. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT described as follows:

a. The PROJECT shall include the following:

- i. Construction of approximately 5,000 feet of 24” transmission water main, the second phase of two, intended to increase water conveyance from the Ash Water Tower to NW Irvinedale Dr. and NW 18th Street. The completion of this phase will improve the performance and operation of the overall water storage and distribution system in accordance with the City’s water system master plan.
- ii. Transmission water main alignment will begin approximately 600’ northwest of NW State Street and proceed northwesterly along the High Trestle Trail to NW 18th Street, then westerly along NW 18th Street to NW Irvinedale Drive.
- iii. Construction of various drainage way improvements along the stream channel adjacent to the recreation trail and transmission water main alignment. Improvements generally consist of debris removal,

vegetation removal and trimming, channel shaping and grading, erosion control, pedestrian bridge removal, and channel stabilization.

- iv. Transmission water main and drainage improvements will generally follow the recommended improvements and routing proposed as part of the Conceptual Design study previously completed by Snyder & Associates.
 - v. Preparation of a geotechnical report based soil borings at up to 8 selected locations in the proposed project corridor. Geotechnical investigation will be provided by an independent sub-consultant.
 - vi. Preparation and acquisition of right-of-way or easements as described in Section 3 for the construction of the transmission water main and drainage improvements.
 - vii. Project information meeting for adjacent property owners directly impacted by the proposed construction will be combined with the Project's Phase 1 project information meeting.
 - viii. The PROJECT will be constructed in a single phase and bid letting combined with Phase 1 of the Project. The CLIENT desires to complete construction of the transmission water main and drainage improvements during the 2022-2023 construction season.
 - ix. The construction plans, specifications, and contract documents will be prepared in accordance with City of Ankeny requirements.
- b. The PROFESSIONAL will complete design, plans and specifications, contract documents, right-of-way acquisition, and bidding assistance for the proposed PROJECT.

2. BASIC PROFESSIONAL SERVICES

The PROFESSIONAL will provide the Basic Professional Services as follows. Payment shall be made as specified in Article IV of this Agreement.

a. PROJECT ADMINISTRATION

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

- i. Progress reports as requested to the CLIENT.
- ii. Monthly billing reports.

- iii. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
- iv. Project design review.
- v. Utility coordination including meetings with utility company representatives during the preliminary and final design phases to identify conflicts; review of utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

b. PRELIMINARY DESIGN

The PROFESSIONAL will assist the CLIENT in the following preliminary designs for the improvements:

- i. The PROFESSIONAL will develop preliminary alignment and general layout that allows for minimal impact to existing recreational trails, existing roadways, and minimal disruption to existing water distribution system.
- ii. The PROFESSIONAL will also develop preliminary design details, type, location, and extents of drainage improvements.
- iii. Included with this is the following:
 - 1.) Transmission water main design.
 - 2.) Preliminary plan and profiles.
 - 3.) Drainage improvements and details.
 - 4.) Surface restoration and pavement repair.
 - 5.) Water main, drainage improvements, surface restoration, and erosion control quantities.
 - 6.) Construction staging and sequencing to minimize disruption to existing water distribution system.
 - 7.) One meeting with CLIENT to review preliminary design and comments.
 - 8.) Preliminary design and meeting memorandums.
 - 9.) Engineer's Opinion of Probable Construction Cost for the PROJECT.

c. FINAL DESIGN

- i. The PROFESSIONAL shall prepare contract documents for the PROJECT.

- ii. The project information will include full construction drawings and technical specifications necessary for bidding and constructing the PROJECT.
 - iii. The construction drawings shall include, but not be limited to, the following information:
 - 1.) Construction details for water transmission main and drainage improvements.
 - 2.) General notes and tabulations.
 - 3.) Schematic fitting and layout details for connections to the existing mains as well as any area with complex piping arrangements.
 - 4.) Final plan and profile drawings.
 - 5.) Construction limits.
 - 6.) Survey control.
 - 7.) Erosion control.
 - 8.) Surface restoration / seeding plan.
 - 9.) Staging and construction sequencing.
 - iv. The design shall be the responsibility of the PROFESSIONAL. During this process, the PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT anticipated to include Iowa DNR construction permit and a NPDES General Permit No. 2.
 - v. The PROFESSIONAL shall prepare contract documents for the PROJECT construction in accordance with SUDAS, DWSRF, and CLIENT requirements.
 - vi. Probable Costs - The PROFESSIONAL shall 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 prepared by the PROFESSIONAL.
- d. BID ASSISTANCE

The PROJECT's Phase 1 and Phase 2 will be combined and let for bids in a single bid letting. No additional bid assistance services are included for bidding Phase 2 separately.

3. ADDITIONAL SERVICES

a. ENVIRONMENTAL ASSESSMENT

i. Wetland Delineation

- 1.) The PROFESSIONAL shall provide Wetland and Stream Delineation for the above referenced project. The Delineation shall be performed to determine the upper boundaries of wetland and stream areas at the project site.
- 2.) The PROFESSIONAL shall review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits shall be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils.
- 3.) The boundary of each wetland and stream located within the project limits shall be surveyed. Field work shall be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement.
- 4.) The PROFESSIONAL shall develop a wetland delineation report for the project site.
- 5.) The PROFESSIONAL shall provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
- 6.) The CLIENT shall coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

ii. Bat Habitat Survey

- 1.) The PROFESSIONAL shall evaluate potential Indiana and northern long-eared bat habitat at the project site.
- 2.) The PROFESSIONAL shall conduct a web search for all pertinent information regarding the bat species and their potential for roosting within the proposed project area.
- 3.) The PROFESSIONAL shall also contact local species specialists, if they are known to inquire about the areas of the identified specialists' expertise. Reference to all identified sources shall be included in an all-inclusive bibliography in a final report provided by the PROFESSIONAL.
- 4.) The PROFESSIONAL shall complete a site visit to identify potential roost trees for listed bats within the project area. Trees meeting the guidelines shall be measured at breast height and the locations recorded with a handheld GPS Receiver.
- 5.) A report documenting the findings and all pertinent information identified during the research period shall be provided to the client

b. GEOTECHNICAL INVESTIGATION

The PROFESSIONAL shall perform the soils and materials testing for the geotechnical investigation of the PROJECT. This includes eight (8) soil borings at approximately 600-ft spacing along the project corridor, review and analysis of the soil borings, and presentation of the findings and recommendations in a report.

c. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing water mains or other critical utilities that are potentially in direct conflict with the proposed transmission main. This includes an estimated twelve (12) utility test holes.

d. PROJECT INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing the mailing list, notifying the owners along the project corridor of the meeting, preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to questions.

e. SRF FUNDING ASSISTANCE

The PROFESSIONAL will provide assistance with funding of the PROJECT through the Iowa DNR and Drinking Water State Revolving Fund (DWSRF) program as requested by the CLIENT, including the following:

- i. IUP Application – Assist the CLIENT in preparing and submitting an application to request inclusion on the DWSRF Intended Use Plan (IUP) in anticipation of applying for a DWSRF loan for the PROJECT.
- ii. SRF Environmental Review Checklist – Using DWSRF Exhibit 4, prepare and gather the required project information for submittal to the Iowa SRF. Coordinate with the SRF and DNR regarding the environmental review of the PROJECT.
- iii. Joint Application to Iowa DNR Flood Plain Management, Iowa DNR Sovereign Lands, and US Army Corps of Engineers 404 Water Quality

Permits – Prepare and submit the Joint Application as required by the DNR’s environmental review process.

- iv. Planning and Design Loan Application – Assist the CLIENT in applying for a planning and design loan for the design of Phase 2 through the Iowa Finance Authority.
- v. DNR Project Meeting – Participate with the CLIENT in the DNR’s Project Meeting to coordinate the required environmental review and other planning or permitting issues of the PROJECT.
- vi. Environmental Review Public Hearing – Coordinate and participate in a public hearing to discuss the results of the environmental review. Hearing to be held by the CLIENT in accordance with the requirements for the DWSRF. Prepare results of the Public Hearing and other requested documentation for submittal to the Iowa DNR.

f. ACQUISITION PLATS AND LEGAL DESCRIPTIONS

The PROFESSIONAL will prepare up to two (2) permanent easement or fee title acquisition plats and up to two (2) legal descriptions for temporary construction easements.

g. RIGHT-OF-WAY SERVICES

PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels as needed for the PROJECT. Mary Ann Carnock is an employee of PROFESSIONAL, and is a State of Iowa licensed real estate sales person with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of PROFESSIONAL. Mary Ann Carnock will be designated as "Appointed Agent" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said PROJECT.

CLIENT does hereby request Appointed Agent to select, prepare and complete form documents for use incident as to a residential real estate transaction of four units or less. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

Right-of-Way Needs – The PROFESSIONAL will specify right-of-way needs for the PROJECT for permanent easement takings for up to two (2) parcels and temporary construction easements for up to two (2) parcels. The negotiations and acquisitions for these parcels are anticipated to require a Compensation Estimate.

Fee Title and Permanent Easement Acquisition Plats and Legal Descriptions – The PROFESSIONAL shall complete a legal description and fee title or permanent easement plat for up to two (2) parcels; including the stated purpose of such acquisitions, including the type of interest, construction easement or permanent easement, to be acquired. The PROFESSIONAL shall complete a legal description for up to two (2) parcels requiring only construction easement; including the stated purpose of such acquisitions.

IN REGARDS TO Acquisitions, PROFESSIONAL WILL:

- i. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT;
- ii. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements;
- iii. Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by CLIENT;
- iv. Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to PROFESSIONAL. The Appraiser will prepare the Project Data Books, as needed. The Appraisers' work will be reviewed by a second party as approved by the CLIENT and as required by Local, State and /or Federal Right-of-Way acquisition procedures. It is anticipated that the size and valuation of the easements will be limited such that full appraisals are not required. If required, the Appraiser will prepare, sign and furnish

to the PROFESSIONAL and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser. If Appraisals are required, this work will be completed as Additional Services as an Amendment to this Agreement;

- v. Retain and coordinate the services of an abstractor, who will be a Subconsultant to PROFESSIONAL, who will prepare Certificates of Title for each parcel to be acquired.
- vi. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT'S legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10-day waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT'S attorney, and (7) release of tenant interest and leasehold claims;
- vii. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- viii. Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse;
- ix. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT'S condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served.

Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK, SECTION E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS, shall be added as follows:

1. PROFESSIONAL’S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT’S Responsibility

CLIENT shall be solely responsible for: a) the implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and d) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys’ fees and defense costs (hereafter “Claims”) to the extent caused by PROFESSIONAL’S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the PROFESSIONAL’S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL’S work on the site

EXHIBIT A – SCOPE OF SERVICES, ARTICLE III. WORK SCHEDULE, PARAGRAPH B, shall be amended as follows:

<u>Phase 2 Design</u>	
Notice to Proceed	December 6, 2021
Environmental Documents to IDNR	December 7, 2021
Preliminary Design Completion	December 16, 2021
Joint Application Submittal	December 17, 2021
P&D Application Submittal	January 3, 2022
Project Information Meeting	January 21, 2022
Final Design Completion	February 4, 2022
IDNR Construction Permit Application	February 11, 2022
IDNR Construction Permit (anticipated)	March 25, 2022
CX / FNSI Clearance	July 8, 2022
Bid Opening	August 4, 2022
Contract Award	August 15, 2022

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

C. DESIGN SERVICES – PHASE 2

As set forth in Exhibit A – Scope of Services, Article IV (A), the engineering fee shall be on the basis of a maximum fixed fee on 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 of services shall not exceed the following amounts without approval of the CLIENT.

<u>Basic Professional Services</u>	<u>Division 1</u> <u>Transmission</u> <u>Main</u> <u>(SRF Eligible)</u>	<u>Division 2</u> <u>Drainage</u> <u>Improvements</u> <u>(Non-SRF</u> <u>Eligible)</u>	<u>Total</u> <u>Amount</u>
1. Project Administration	\$ 12,600.00	\$ 2,200.00	\$ 14,800.00
2. Preliminary Design	\$ 50,000.00	\$ 9,000.00	\$ 59,000.00
3. Final Design	\$ 42,100.00	\$ 7,500.00	\$ 49,600.00
Basic Services Subtotal	\$ 104,700.00	\$ 18,700.00	\$ 123,400.00
<u>Additional Services</u>			
4. Environmental Services	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00
5. Geotechnical Investigation (est. 8 borings)	\$ 9,600.00	\$ 0.00	\$ 9,600.00
6. Utility Verification (est. 12 test holes @ \$1,500/each)	\$ 18,000.00	\$ 0.00	\$ 18,000.00
7. Project Information Meeting	\$ 2,400.00	\$ 600.00	\$ 3,000.00
8. SRF Funding Assistance	\$ 7,100.00	\$ 0.00	\$ 7,100.00

9. Acquisition Plats and Legal Descriptions (est. 4 plats @ \$700/plat)	\$ 2,800.00	\$ 0.00	\$ 2,800.00
10. Right-of-Way Services (1 project data book @ \$2,500, est. 2 parcels @ 5,750 / parcel)	\$ 14,000.00	\$ 0.00	\$ 14,000.00
Additional Services Subtotal	\$ 59,900.00	\$ 2,100.00	\$ 62,000.00
TOTAL	\$ 164,600.00	\$ 20,800.00	\$ 185,400.00

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 6th day of December 2021.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

By _____

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT**

**HIGH TRESTLE TRAIL (HTT) TRANSMISSION WATER MAIN
AND DRAINAGE IMPROVEMENTS – PHASE 1**

ANKENY, IOWA

This Amendment entered into this 7th day of September 2021 to the Professional Services Agreement dated January 4, 2021 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “ENGINEER”.

This Amendment is associated with the Design Services for the HTT Transmission Water Main and Drainage Improvements – Phase 1 project, hereinafter referred to as the “PROJECT”. Construction Services and Design Services for Phase 2 shall be performed under a separate amendment.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,
SECTION D. PHASE 1 DESIGN SERVICES**, shall be added as follows:

1. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT described as follows:

- a. The PROJECT shall include the following:
 - i. Construction of approximately 4,800 feet of 24” transmission water main, the first phase of two, intended to increase water conveyance from the Ash Water Tower to Irvinedale and 18th Street. The completion of this phase will improve the performance and operation of the overall water storage and distribution system in accordance with the City’s water system master plan.
 - ii. Transmission water main alignment will begin at the Ash Water Tower and proceed northerly along the High Trestle Trail to approximately 600’ north of NW State Street.
 - iii. Construction of various drainage way improvements along the stream channel adjacent to the recreation trail and transmission water main alignment. Improvements generally consist of debris removal,

vegetation removal and trimming, channel shaping and grading, erosion control, pedestrian bridge removal, and channel stabilization.

- iv. Transmission water main and drainage improvements will generally follow the recommended improvements and routing proposed as part of the Conceptual Design study previously completed by Snyder & Associates.
 - v. Coordination with geotechnical engineer to obtain soil borings at critical locations and development of a geotechnical report. Geotechnical investigation will be provided by an independent sub-consultant.
 - vi. Project information meeting for adjacent property owners directly impacted by the proposed construction.
 - vii. The PROJECT will be constructed in a single phase and bid letting. The CLIENT desires to complete construction of the transmission water main and drainage improvements during the 2022 construction season.
 - viii. The construction plans, specifications, and contract documents will be prepared in accordance with City of Ankeny requirements.
- b. The PROFESSIONAL will complete design, plans and specifications, contract documents, and bidding assistance for the proposed PROJECT.

2. BASIC PROFESSIONAL SERVICES

The PROFESSIONAL will provide the Basic Professional Services as follows. Payment shall be made as specified in Article IV of this Agreement.

a. PROJECT ADMINISTRATION

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

- i. Progress reports as requested to the CLIENT.
- ii. Monthly billing reports.
- iii. Project coordination for engineering and coordination with the CLIENT, design professionals, and utility companies.
- iv. Project design review.

- v. Utility coordination including meetings with utility company representatives during the preliminary and final design phases to identify conflicts; review of utility relocation plans prepared by the utility company; and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

b. PRELIMINARY DESIGN

The PROFESSIONAL will assist the CLIENT in the following preliminary designs for the improvements:

- i. The PROFESSIONAL will develop preliminary alignment and general layout that allows for minimal impact to existing recreational trails, existing roadways, and minimal disruption to existing water distribution system.
- ii. The PROFESSIONAL will also develop preliminary design details, type, location, and extents of drainage improvements.
- iii. Included with this is the following:
 - 1.) Transmission water main design.
 - 2.) Preliminary plan and profiles.
 - 3.) Drainage improvements and details.
 - 4.) Surface restoration and pavement repair.
 - 5.) Water main, drainage improvements, surface restoration, and erosion control quantities.
 - 6.) Construction staging and sequencing to minimize disruption to existing water distribution system.
 - 7.) One meeting with CLIENT to review preliminary design and comments.
 - 8.) Preliminary design and meeting memorandums.
 - 9.) Engineer's Opinion of Probable Construction Cost for the PROJECT.

c. FINAL DESIGN

- i. The PROFESSIONAL shall prepare contract documents for the PROJECT.
- ii. The project information will include full construction drawings and technical specifications necessary for bidding and constructing the PROJECT.

iii. The construction drawings shall include, but not be limited to, the following information:

- 1.) Construction details for water transmission main and drainage improvements.
- 2.) General notes and tabulations.
- 3.) Schematic fitting and layout details for connections to the existing mains as well as any area with complex piping arrangements.
- 4.) Final plan and profile drawings.
- 5.) Construction limits.
- 6.) Survey control.
- 7.) Erosion control.
- 8.) Landscaping and planting plan.
- 9.) Staging and construction sequencing.

iv. The design shall be the responsibility of the PROFESSIONAL. During this process, the PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT anticipated to include Iowa DNR construction permit and a NPDES General Permit No. 2.

v. The PROFESSIONAL shall prepare contract documents for the PROJECT construction in accordance with SUDAS and CLIENT requirements.

vi. Probable Costs - The PROFESSIONAL shall 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 prepared by the PROFESSIONAL.

d. BID ASSISTANCE

Upon receipt of authorization by the CLIENT to set the date of the bid letting for the PROJECT, the PROFESSIONAL shall submit the bid documents to QuestCDN; answer questions from potential contractors, subcontractors and suppliers; determine the need for and issue addenda, and coordinate with CLIENT. The PROFESSIONAL shall supply the necessary documents to bidders for letting purposes. The PROFESSIONAL shall issue addenda as appropriate to clarify, correct or modify the Contract Documents. The PROFESSIONAL shall attend the meeting at which bids are received,

shall tabulate the bids and make recommendations to the CLIENT, in writing, regarding award of the construction contract.

3. ADDITIONAL SERVICES

a. ENVIRONMENTAL ASSESSMENT

i. Wetland Delineation

- 1.) The PROFESSIONAL shall provide Wetland and Stream Delineation for the above referenced project. The Delineation shall be performed to determine the upper boundaries of wetland and stream areas at the project site.
- 2.) The PROFESSIONAL shall review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits shall be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils.
- 3.) The boundary of each wetland and stream located within the project limits shall be surveyed. Field work shall be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement.
- 4.) The PROFESSIONAL shall develop a wetland delineation report for the project site.
- 5.) The PROFESSIONAL shall provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
- 6.) The CLIENT shall coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

ii. Bat Habitat Survey

- 1.) The PROFESSIONAL shall evaluate potential Indiana and northern long-eared bat habitat at the project site.
- 2.) The PROFESSIONAL shall conduct a web search for all pertinent information regarding the bat species and their potential for roosting within the proposed project area.
- 3.) The PROFESSIONAL shall also contact local species specialists, if they are known to inquire about the areas of the identified specialists' expertise. Reference to all identified sources shall be included in an all-inclusive bibliography in a final report provided by the PROFESSIONAL.
- 4.) The PROFESSIONAL shall complete a site visit to identify potential roost trees for listed bats within the project area. Trees

meeting the guidelines shall be measured at breast height and the locations recorded with a handheld GPS Receiver.

- 5.) A report documenting the findings and all pertinent information identified during the research period shall be provided to the client

b. GEOTECHNICAL INVESTIGATION

The PROFESSIONAL shall perform the soils and materials testing for the geotechnical investigation of the PROJECT. This includes eight (8) soil borings at approximately 600-ft spacing along the project corridor, review and analysis of the soil borings, and presentation of the findings and recommendations in a report.

c. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing water mains or other critical utilities that are potentially in direct conflict with the proposed transmission main. This includes an estimated three (3) utility test holes

d. PROJECT INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing the mailing list, notifying the owners along the project corridor of the meeting, preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to questions.

EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK, SECTION E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS, shall be added as follows:

1. PROFESSIONAL’S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and d) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site

EXHIBIT A – SCOPE OF SERVICES, ARTICLE III. WORK SCHEDULE, PARAGRAPH B, shall be amended as follows:

Phase 1 Design

Notice to Proceed	September 8, 2021
Preliminary Design Completion	October 22, 2021
Project Information Meeting	October 26, 2021
Final Design Completion	December 3, 2021
Bid Opening	January 11, 2022
Contract Award	January 17, 2022

EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

B. DESIGN SERVICES – PHASE 1

As set forth in Exhibit A – Scope of Services, Article IV (A), the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is show in the attached Exhibit "C". Total fees of services shall not exceed the following amounts without approval of the CLIENT.

<u>Basic Professional Services</u>	<u>Amount</u>
1. Project Administration	\$13,800.00
2. Preliminary Design	\$59,100.00
3. Final Design	\$54,200.00
4. Bid Assistance	\$5,000.00
 <u>Additional Services</u>	
5. Environmental Services	\$7,500.00
6. Geotechnical Investigation	\$9,600.00
7. Utility Verification	\$4,500.00
8. Project Information Meeting	\$3,000.00
	\$158,200.00

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 7th day of September 2021.

ATTEST:

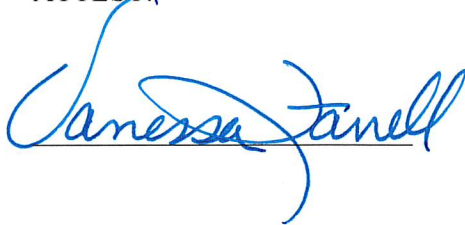
CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



By 



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 4th day of January, 2021, **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: High Trestle Trail (HTT) Transmission Main and Drainage Improvements – Survey and Concept Design
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

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

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

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

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Location Map

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

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

CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

(Printed or typed signature)

Route executed copy to:

EXHIBIT A – SCOPE OF SERVICES

HIGH TRESTLE TRAIL TRANSMISSION MAIN AND DRAINAGE IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as described hereinafter as follows:

1. The PROJECT shall include the following:
 - a. Conceptual design and preliminary layout of feeder water main improvements along the High Trestle Trail, from the Ash Water Tower, north to NW 18th Street, and then west to NW Irvinedale Drive.
 - b. Conceptual design and preliminary layout of stormwater channel improvements along the High Trestle Trail, from the Ash Water Tower, north to NW 18th Street, and then west to NW Greenwood Street.
 - c. Base survey drawings, including topographic and boundary surveys of the Phase 1 and Phase 2 project corridor, for use in concept planning and eventual design the PROJECT.
 - d. Project design work sessions with the City to present, discuss, and develop the final concept design for Phases 1 & 2 of the project.
 - e. Development of a technical memorandum detailing the final concept design to be utilized for planning and subsequent final design of the project.
2. The PROFESSIONAL will complete the conceptual design development and technical memorandum for the proposed PROJECT. Design and Construction services will be performed under a separate Agreement.

B. PRELIMINARY PROFESSIONAL SERVICES

The PROFESSIONAL will provide the Basic Professional Services as follows. Payment shall be made as specified in Article IV of this Agreement.

1. PROJECT ADMINISTRATION

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

- a. Project management and coordination including project and personnel scheduling.
- b. Monthly progress reports.
- c. Monthly billing reports.
- d. Project coordination for engineering and coordination with the CLIENT, design professionals, utility companies, and other stakeholders.
- e. Project design review.

2. TOPOGRAPHY SURVEY AND BASE DRAWINGS

The PROFESSIONAL will provide the following services for the area bounded by the following limits: Width of ROW or as necessary to establish drainage paths and adjacent features along the High Trestle Trail from the Ash Drive Water Tower north to NW 18th Street and then west along NW 18th Street to NW Irvinedale Drive.

Topographic Survey - The PROFESSIONAL shall provide topographic survey within the area described. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane coordinates.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of 10 permanent benchmarks on site with descriptions and elevations to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots. An approximate 50 foot grid will be used to create a topographic map along with other grade breaks such as tops, toes, drainage ways, and bottoms of retaining walls, etc.
- e. Contours will be shown at 1 foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements.
- g. Location of trees 6 inches and greater not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- h. Provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code to locate existing public utilities on the site; performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. The PROFESSIONAL shall make a diligent attempt to make an accurate representation of underground utilities, vaults and related items but no guarantee can be made as to the condition or location horizontally or vertically between each structure. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.
- i. Additional work may be required to upgrade the location determination of other utilities to a level “B” or better during advanced states of design and that work would be considered extra services.

The PROFESSIONAL will contact the CLIENT if a known utility is not being located. The CLIENT may choose to submit a “dig” ticket request to facilitate the utility locates within the required 72 hours.

Quality Level A involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called “locating.” It is the highest level presently available. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. By knowing exactly where a utility is positioned in three dimensions, the designer can often make small adjustments in elevations or horizontal

locations and avoid the need to relocate utilities. Additional information such as utility material, condition, size, soil contamination, and paving thickness also assists the designer and utility owner in their decisions.

Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called “designating”. Two-dimensional mapping information is obtained. This information is usually sufficient to accomplish preliminary engineering goals. Decisions can be made on where to place storm drainage systems, footings, foundations, and other design features in order to avoid conflicts with existing utilities. Slight adjustments in the design can produce substantial cost savings by eliminating utility relocations.

Quality Level C involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

Quality Level D information comes solely from existing utility records. It may provide an overall “feel” for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness should be confined to project planning and route selection activities.

3. BOUNDARY SURVEY

Right-Of-Way Verification – The PROFESSIONAL shall establish the existing right-of-way and property lines to facilitate design and concept needs and enable creation of said construction documents and easement acquisition documents if applicable. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys and section corner certificates; perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents.

4. CONCEPTUAL DESIGN

The PROFESSIONAL will assist the CLIENT in the following conceptual designs for the PROJECT:

- a. Development of a conceptual water main alignment and general layout that allows for minimal impact to existing recreational trails, existing roadways, existing trees, non-invasive flora, and minimal disruption to the existing water distribution system. Alignment will also consider the impacts of conceptual drainage improvements and look to capitalize on work zone overlapping to minimize impacts where possible.
- b. Review available historical aerial photography to understand stream processes and identify challenges and opportunities. An on-site review of stream conditions will be completed to observe geomorphological features and estimate key elements to guide stream restoration and grade protection measures such as scour depths and bank-full/ordinary-high water elevation. This does not include a full geomorphological assessment. Existing hydrologic and hydraulic data will be reviewed to assist in determining improvement criteria, such as for sizing revetment stone.
- c. Development of a conceptual design for improvements to the drainage channels and systems along the PROJECT corridor. Conceptual design will consider impacts to private properties, tree and vegetation loss, and recreational trail and traffic impacts. Includes identification of possible improvement alternatives such as stormwater detention or distributed Best Management Practices (BMPs). Up to two revisions of the conceptual design will be completed based on discussions and feedback from city staff.
- d. Preparation of a preliminary hydraulic model for evaluation of potential stormwater drainage improvements. A simplified HEC-RAS model of the proposed channel improvements will be developed to determine flow velocities and high water elevations. Where applicable, the conceptual HEC-RAS model will utilize the existing FEMA hydraulic model to represent existing conditions. Utilizing the calculated high water elevations for the conceptual design, an inundation map (based on LiDAR) will be developed. Design storm events will be the 5, 10, 25, and 100-year events.

e. Facilitate project meetings with the CLIENT as described below:

1. Kickoff Meeting

The PROFESSIONAL and CLIENT will hold a kickoff meeting to discuss the project scope, modeling assumptions, proposed improvement limitations, detailed project schedule, and the initial concept scenario.

2. Concept Review Meeting 1

The PROFESSIONAL and the CLIENT will meet to review the Initial Concept Scenario results for the improvements along the PROJECT. The outcome of the concept review meeting will be to identify changes to the initial scenario or to develop an alternative concept scenario and modeling analysis.

3. Concept Review Meeting 2

The PROFESSIONAL and the CLIENT will meet to review the further developed and revised conceptual design. The outcome of the concept review meeting will be to discuss and generally approve the conceptual design. Phasing of improvements will also be determined for inclusion in the final conceptual design.

4. City Council Work Session

The PROFESSIONAL will attend a city council work session to review the conceptual design and obtain comments from the city council.

5. Public Information Meeting

The PROFESSIONAL will prepare exhibits and presentation materials, and conduct one (1) public information meeting to inform and involve the public during the conceptual design phase of the project.

6. Concept Review Meeting 3

The PROFESSIONAL and the CLIENT will meet to update and finalize the conceptual design based on feedback from the City Council and the public information meeting.

f. Technical Memorandum

A technical memorandum will be developed to summarize the planning efforts and modeling results with a focus on presenting the final conceptual improvements and results. Memorandum will include the following:

1. Summary narrative description of the final PROJECT conceptual design (approximately 30% design completion level).
2. Overall High Trestle Trail Improvements map exhibit displaying alignments, pipe sizes, minimum slopes, storage volumes, and design flows where applicable.
3. Construction phasing plan for the PROJECT showing critical staging or sequencing requirements.
4. Anticipated construction limits and easement needs for the PROJECT.
5. Exhibit drawings and details as required to illustrate the conceptual design for the PROJECT.
6. Order of magnitude opinion of probable construction costs.

C. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

II. RESPONSIBILITY OF THE CLIENT

At its own expense, the CLIENT shall have the following responsibilities regarding the execution of the Contract by the PROFESSIONAL.

A. PROJECT OFFICER

The CLIENT shall name a Project Officer to act as the CLIENT's representative with respect to the work performed under this Agreement. All correspondence with CLIENT relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL's work, the CLIENT will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CLIENT shall furnish the following information for the PROJECT: Design and construction standards; known PROJECT area topography and existing features and utilities; construction documents of projects within close proximity; known property locations and conditions; zoning or deed restrictions; licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or PROJECT; all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT'S attorney to supervise, review and approve any and all legal documents; and permission for access to private property if necessary to perform work.

D. PUBLIC INFORMATION MEETING

The CLIENT shall prepare and mail notices, coordinate the meeting date, time and location, and arrange for and reserve the meeting space for the public information meeting during the conceptual design phase of the project.

III. WORK SCHEDULE

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

Notice to Proceed	January 5, 2021
Kickoff Meeting	January 8, 2021
Topo and Boundary Survey	February 12, 2021
Concept Review Meeting 1	February 26, 2021
Concept Review Meeting 2	March 10, 2021
City Council Work Session	March 15, 2021
Public Informational Meeting	March 25, 2021
Concept Review Meeting 3	April 9, 2021
Technical Memorandum	April 30, 2021

IV. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of this Agreement.

A. PRELIMINARY SERVICES

As set forth in Article IV (A) the engineering fee shall be on the basis of a maximum fixed fee on 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 of services shall not exceed the following amounts without approval of the CLIENT.

<u>Item</u>	<u>Amount</u>
1. Project Administration	\$ 4,600.00
2. Topographic Survey and Base Drawings	\$ 48,000.00
3. Boundary Survey	\$ 9,500.00
4. Concept Design (30%)	\$ 41,700.00
	\$ 103,800.00

Anytime the PROFESSIONAL anticipates that actual professional costs will exceed estimated professional costs, PROFESSIONAL shall immediately notify the CLIENT, in writing, of such 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	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

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

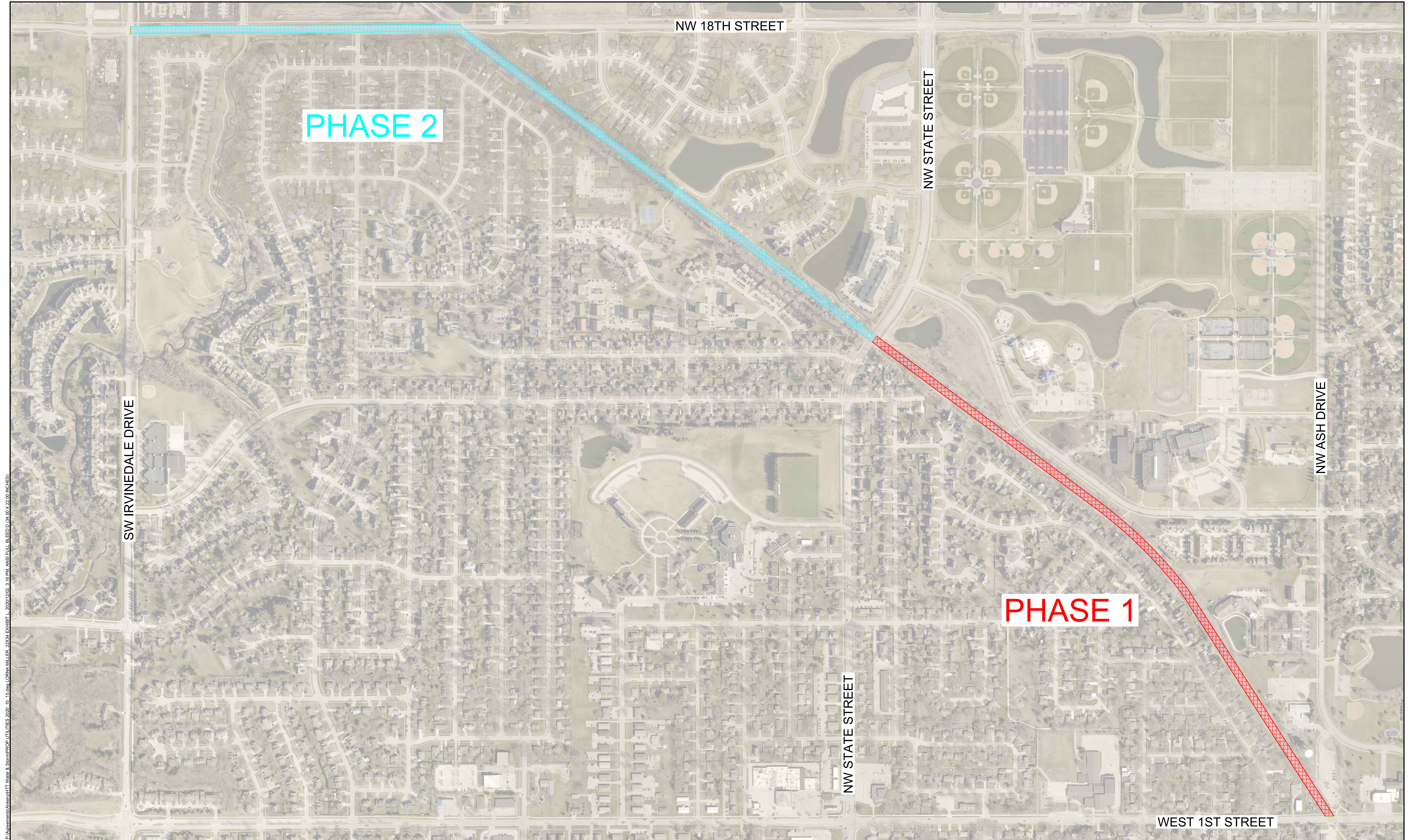
1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code 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.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit C

SNYDER & ASSOCIATES, INC. 2020-21 STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$214.00	/hour
Principal I		\$203.00	/hour
Senior		\$182.00	/hour
VIII		\$169.00	/hour
VII		\$160.00	/hour
VI		\$152.00	/hour
V		\$142.00	/hour
IV		\$132.00	/hour
III		\$120.00	/hour
II		\$109.00	/hour
I		\$96.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$129.00	/hour
Senior		\$123.00	/hour
VIII		\$115.00	/hour
VII		\$106.00	/hour
VI		\$95.00	/hour
V		\$85.00	/hour
IV		\$78.00	/hour
III		\$66.00	/hour
II		\$58.00	/hour
I		\$50.00	/hour
Administrative			
II		\$66.00	/hour
I		\$54.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	



P:\Assessments\Ankeny\HIT Water & Storm\POC UTILITIES 2020 10 16.dwg LORNA MILLER 2/26/24 EXHIBIT L 2/26/2022 3:18 PM ANSI FULL BLEED D (34.00 X 22.00 INCHES)



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$304,390.02 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7



Project Title: NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard
Contractor: Absolute Concrete Construction, Inc.
Address: 1000 West 6th Avenue, Slater, IA 50244
Finance Budget Code: 992.3992.4451 Finance Project Code: 992.4451
Vendor Project or Invoice #: _____ PO # _____
Original Contract Date: January 18, 2022 Vendor # 4997

Date of Council Meeting

~~10/21/22~~

PAYMENT REQUEST # 7

From: 10/02/22 through: 10/29/22

Contract Summary

Original Contract Amount:	\$	<u>3,996,224.75</u>	
Net change by Change Orders:	\$	<u>15,184.80</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>4,011,409.55</u>	
Total completed and stored to date:	\$	<u>2,503,522.15</u>	
Retainage: <u>5</u> % of Completed Work:	\$	<u>125,176.11</u>	
Total Earned less Retainage:	\$	<u>2,378,346.04</u>	
Less previous applications for payment:	\$	<u>2,073,956.02</u>	
SUBTOTAL	\$		<u>304,390.02</u>

OTHER CHARGES (Please attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 304,390.02

Balance to finish, including retainage: \$ 1,633,063.51

Contract Time Remaining (If applicable) 29.5 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: Absolute Concrete Construction, Inc.

Eli Hartog
Signature

11/04/22
Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Jordan Steamer
Signature

11-10-22
Date

City of Ankeny Staff Approval

Adam L. Lust
Signature

11/10/22
Date

Submit to: Adam Lust, Public Works Engineering Manager

Email: ALust@AnkenyIowa.gov Phone: 515-963-3537 Fax: 515-963-3535

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
2.01	2010-A	Clearing and Grubbing	UNIT	42.5		42.5	\$ 155.00	\$ 6,587.50		\$ -	42.5	42.5	\$ 6,587.50	-	100.00%
2.02	2010-D-1	Topsoil, On-site, 6 Inch Depth	CY	3,244		3,244	\$ 18.00	\$ 58,392.00	648.8	\$ 11,678.40	1622	2270.8	\$ 40,874.40	973	70.00%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	\$ 10.00	\$ 71,250.00	356.5	\$ 3,565.00	6056	6412.5	\$ 64,125.00	713	90.00%
2.04	2010-G	Subgrade Preparation, 6 Inch Depth	SY	14,836		14,836	\$ 2.50	\$ 37,090.00	686.9	\$ 1,717.25	12779	13465.9	\$ 33,664.75	1,370	90.77%
2.05	2010-G	Subgrade Preparation, 12 Inch Depth	SY	5,379		5,379	\$ 4.00	\$ 21,516.00		\$ -	180	180	\$ 720.00	5,199	3.35%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SY	2,000		2,000	\$ 6.00	\$ 12,000.00		\$ -	27	27	\$ 162.00	1,973	1.35%
2.07	2010-I	Subbase, Modified, 8 Inch Depth	SY	15,527		15,527	\$ 13.00	\$ 201,851.00	783.3	\$ 10,182.90	13211	13994.3	\$ 181,925.90	1,533	90.13%
2.08	2010-I	Subbase, Modified, 12 Inch Depth	SY	130		130	\$ 28.00	\$ 3,640.00		\$ -	140	140	\$ 3,920.00	(10)	107.69%
2.09	2010-L	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00	0.1	\$ 500.00	0.7	0.8	\$ 4,000.00	0	80.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00	0.1	\$ 150.00	0.7	0.8	\$ 1,200.00	0	80.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00	110	\$ 6,600.00	338	448	\$ 26,880.00	-	100.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16		16	\$ 100.00	\$ 1,600.00		\$ -	0	0	\$ -	16	0.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132		132	\$ 110.00	\$ 14,520.00	96	\$ 10,560.00	32	128	\$ 14,080.00	4	96.97%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16		16.0	\$ 120.00	\$ 1,920.00		\$ -	19.5	19.5	\$ 2,340.00	(3.5)	121.88%
4.05	4020-A-1	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8		8	\$ 150.00	\$ 1,200.00	8	\$ 1,200.00	0	8	\$ 1,200.00	-	100.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440		440	\$ 20.00	\$ 8,800.00		\$ -	374	374	\$ 7,480.00	66	85.00%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153		3,153	\$ 12.00	\$ 37,836.00	230	\$ 2,760.00	2923	3153	\$ 37,836.00	-	100.00%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1		1	\$ 500.00	\$ 500.00	1	\$ 500.00	0	1	\$ 500.00	-	100.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	\$ 350.00	\$ 13,300.00	14	\$ 4,900.00	24	38	\$ 13,300.00	-	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615		2,615	\$ 80.00	\$ 209,200.00		\$ -	2615	2615	\$ 209,200.00	-	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40		40	\$ 75.00	\$ 3,000.00		\$ -	40	40	\$ 3,000.00	-	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85		85	\$ 70.00	\$ 5,950.00		\$ -	65	65	\$ 4,550.00	20	76.47%
5.04	5010-A-2	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50		50	\$ 300.00	\$ 15,000.00		\$ -	50	50	\$ 15,000.00	-	100.00%
5.05	5010-C-1	Fitting, By Weight	LB	1,858		1,858	\$ 12.00	\$ 22,296.00	415	\$ 4,980.00	1241	1656	\$ 19,872.00	202	89.13%
5.06	5020-A	Valve, Gate, 12 Inch Diameter	EA	4		4	\$ 4,000.00	\$ 16,000.00		\$ -	4	4	\$ 16,000.00	-	100.00%
5.07	5020-A	Valve, Gate, 10 Inch Diameter	EA	1		1	\$ 3,500.00	\$ 3,500.00		\$ -	1	1	\$ 3,500.00	-	100.00%
5.08	5020-A	Valve, Gate, 8 Inch Diameter	EA	1		1	\$ 3,000.00	\$ 3,000.00		\$ -	1	1	\$ 3,000.00	-	100.00%
5.09	5020-A	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 Inch	EA	1		1	\$ 7,500.00	\$ 7,500.00		\$ -	1	1	\$ 7,500.00	-	100.00%
5.11	5020-B	Service Saddle Tap, 2 Inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0	1	\$ 2,500.00	-	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	\$ 5,500.00	\$ 11,000.00		\$ -	2	2	\$ 11,000.00	-	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	\$ 500.00	\$ 2,000.00	3	\$ 1,500.00	1	4	\$ 2,000.00	-	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1	1	\$ 1,500.00	-	100.00%
5.15	5020-J	Valve Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -	2	2	\$ 1,000.00	-	100.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77		77	\$ 20.00	\$ 1,540.00		\$ -	68	68	\$ 1,360.00	9	88.31%
5.17	5010-999-B	Filling and Plugging Water Main, 12 Inch Diameter	LF	93		93	\$ 50.00	\$ 4,650.00		\$ -	93	93	\$ 4,650.00	-	100.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	\$ 500.00	\$ 1,000.00	1	\$ 500.00	1	2	\$ 1,000.00	-	100.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00	1	\$ 1,500.00	1	2	\$ 3,000.00	-	100.00%
5.20	5999-A	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445		445	\$ 45.00	\$ 20,025.00		\$ -	445	445	\$ 20,025.00	-	100.00%
5.21	5999-B	12 Inch Ground Box	EA	4		4	\$ 1,000.00	\$ 4,000.00		\$ -	0	0	\$ -	4	0.00%
6.01	6010-A	Manhole, SW-401, 48 Inch Diameter	EA	4		4	\$ 3,500.00	\$ 14,000.00	1	\$ 3,500.00	3	4	\$ 14,000.00	-	100.00%
6.02	6010-A	Manhole, SW-401, 60 Inch Diameter	EA	2		2	\$ 5,000.00	\$ 10,000.00		\$ -	0	0	\$ -	2	0.00%
6.03	6010-A	Manhole, SW-401, 72 Inch Diameter	EA	1		1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	0	1	\$ 8,000.00	-	100.00%
6.04	6010-B	Intake, SW-501	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -	4	4	\$ 12,000.00	-	100.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0	1	\$ 2,500.00	-	100.00%
6.06	6010-B	Intake, SW-503	EA	2		2	\$ 4,500.00	\$ 9,000.00		\$ -	1	1	\$ 4,500.00	1	50.00%
6.07	6010-B	Intake, SW-505	EA	6		6	\$ 4,000.00	\$ 24,000.00	1	\$ 4,000.00	4	5	\$ 20,000.00	1	83.33%
6.08	6010-B	Intake, SW-506, Modified	EA	1		1	\$ 8,500.00	\$ 8,500.00		\$ -	1	1	\$ 8,500.00	-	100.00%
6.09	6010-E	Intake Adjustment, Minor	EA	7		7	\$ 500.00	\$ 3,500.00		\$ -	3	3	\$ 1,500.00	4	42.86%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	1	1	\$ 1,500.00	2	33.33%
6.11	6010-F	Intake Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00	1	\$ 1,500.00	0	1	\$ 1,500.00	2	33.33%
6.12	6010-G	Connection to Existing Intake	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	2	2	\$ 3,000.00	(1)	200.00%
6.13	6010-H	Remove Manhole	EA	4		4	\$ 1,500.00	\$ 6,000.00		\$ -	1	1	\$ 1,500.00	3	25.00%
6.14	6010-H	Remove Intake	EA	11		11	\$ 1,500.00	\$ 16,500.00		\$ -	7	7	\$ 10,500.00	4	63.64%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445		16,445	\$ 80.00	\$ 1,315,600.00		\$ -	9109	9109	\$ 728,720.00	7,336.0	55.39%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003		1,003	\$ 85.00	\$ 85,255.00		\$ -	0	0	\$ -	1,003	0.00%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45		45	\$ 80.00	\$ 3,600.00		\$ -	0	0	\$ -	45	0.00%
7.04	7010-F	Beam Curb	LF	337		337	\$ 30.00	\$ 10,110.00		\$ -	0	0	\$ -	337	0.00%
7.05	7010-G	Concrete Median, 6 Inch Depth	SY	669		669	\$ 80.00	\$ 53,520.00		\$ -	113	113	\$ 9,040.00	556	16.89%
7.06	7010-G	Concrete Median, Doweled, 6 Inch Depth	SY	154		154	\$ 150.00	\$ 23,100.00		\$ -	0	0	\$ -	154	0.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	\$ 16,000.00	\$ 16,000.00	0.1	\$ 1,600.00	0.5	0.6	\$ 9,600.00	0	60.00%
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	\$ 12.00	\$ 25,068.00		\$ -	1235.4	1235.4	\$ 14,824.80	854	59.14%
7.09	7030-A	Removal of Driveway	SY	1,759		1,759	\$ 12.00	\$ 21,108.00		\$ -	1759	1759	\$ 21,108.00	-	100.00%
7.10	7030-E	Sidewalk, PCC, 6 Inch Depth	SY	267		267	\$ 60.00	\$ 16,020.00	71.5	\$ 4,290.00	38	109.5	\$ 6,570.00	158	41.01%
7.11	7030-E	Sidewalk, PCC, 5 Inch Depth	SY	990		990	\$ 50.00	\$ 49,500.00	35	\$ 1,750.00	305	340	\$ 17,000.00	650	34.34%
7.12	7030-E	Sidewalk, PCC, 4 Inch Depth	SY	809		809	\$ 50.00	\$ 40,450.00	186.3	\$ 9,315.00	0	186.3	\$ 9,315.00	623	23.03%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185		185	\$ 150.00	\$ 27,750.00		\$ -	0	0	\$ -	185	0.00%
7.14	7030-G	Detectable Warning, Galvanized Steel	SF	415		415	\$ 55.00	\$ 22,825.00	100	\$ 5,500.00	23	123	\$ 6,765.00	292	29.64%
7.15	7030-H-1	Driveway, Paved, PCC, 7 Inch Depth	SY	808		808	\$ 80.00	\$ 64,640.00		\$ -	808	808	\$ 64,640.00	-	100.00%
7.16	7030-H-2	Driveway, Granular, 6 Inch	TON	25		25	\$ 45.00	\$ 1,125.00		\$ -	0	0	\$ -	25	0.00%
7.17	7040-H	Pavement Removal	SY	3,004		3,004	\$ 16.00	\$ 48,064.00		\$ -	2278.2	2278.2	\$ 36,451.20	726	75.84%
7.18	7040-I	Curb and Gutter Removal	LF	3,461		3,461	\$ 20.00	\$ 69,220.00	1513.1	\$ 30,262.00	829	2342.1	\$ 46,842.00	1,119	67.67%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1		1	\$ 230,000.00	\$ 230,000.00		\$ -	0	0	\$ -	1	0.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1		1	\$ 255,000.00	\$ 255,000.00	0.45	\$ 114,750.00	0.5	0.95	\$ 242,250.00	0	95.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	\$ 6,000.00	\$ 6,000.00	0.5	\$ 3,000.00	0.2	0.7	\$ 4,200.00	0	70.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	\$ 100.00	\$ 24,300.00		\$ -	0	0	\$ -	243	0.00%
8.05	8020-F	Wet, Retroreflective Removable Tape Markings	STA	44		44	\$ 140.00	\$ 6,160.00		\$ -	14.12	14.12	\$ 1,976.80	30	32.09%
8.06	8020-G	Painted Symbols and Legends, Durable	EA	32		32	\$ 225.00	\$ 7,200.00		\$ -	0	0	\$ -	32	0.00%
8.07	8020-J	Raised Pavement Markers	EA	245		245	\$ 9.50	\$ 2,327.50		\$ -	0	0	\$ -	245	0.00%
8.08	8020-K	Pavement Markings Removed	STA	147		147	\$ 85.00	\$ 12,495.00		\$ -	0	0	\$ -	147	0.00%
8.09	8020-L	Symbols and Legends Removed	EA	11		11	\$ 125.00	\$ 1,375.00		\$ -	0	0	\$ -	11	0.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200		200	\$ 85.00	\$ 17,000.00		\$ -	0	0	\$ -	200	0.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32		32	\$ 125.00	\$ 4,000.00		\$ -	0	0	\$ -	32	0.00%
8.12	8030-A	Temporary Traffic Control	LS	1		1	\$ 50,000.00	\$ 50,000.00		\$ -	0.7	0.7	\$ 35,000.00	0	70.00%
8.13	8030-999-A	Flagger	CDAY	30		30	\$ 750.00	\$ 22,500.00		\$ -	0	0	\$ -	30	0.00%
8.14	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	70		70	\$ 100.00	\$ 7,000.00		\$ -	34	34	\$ 3,400.00	36	48.57%
8.15	8999-A	Fiber Optic Cable, 96-CNT	LF	3,130		3,130	\$ 3.00	\$ 9,390.00		\$ -	0	0	\$ -	3,130	0.00%
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660		2,660	\$ 12.00	\$ 31,920.00	2660	\$ 31,920.00	0	2660	\$ 31,920.00	-	100.00%
8.17	8999-B	Fiber Optic Splice	EA	102		102	\$ 55.00	\$ 5,610.00		\$ -	0	0	\$ -	102	0.00%
8.18	8999-B	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1		1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	0	1	\$ 1,200.00	-	100.00%
8.19	8999-B	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3		3	\$ 1,500.00	\$ 4,500.00	3	\$ 4,500.00	0	3	\$ 4,500.00	-	100.00%
8.20	8999-B	Splice Case	EA	1		1	\$ 650.00	\$ 650.00		\$ -	0	0	\$ -	1	0.00%
8.21	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1		1	\$ 121.00	\$ 121.00		\$ -	0	0	\$ -	1	0.00%
8.22	8999-B	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1		1	\$ 450.00	\$ 450.00		\$ -	0	0	\$ -	1	0.00%
8.23	8999-B	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1		1	\$ 550.00	\$ 550.00		\$ -	0	0	\$ -	1	0.00%
8.24	8999-B	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3		3	\$ 498.00	\$ 1,494.00		\$ -	0	0	\$ -	3	0.00%
8.25	8999-B	Fiber Hub Cabinet Footing	EA	1		1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00	0	1	\$ 1,800.00	-	100.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1		1	\$ 950.00	\$ 950.00	1	\$ 950.00	0	1	\$ 950.00	-	100.00%
8.27	8999-D	Traffic Signs, Removals and Installation	LS	1		1	\$ 20,000.00	\$ 20,000.00	0.2	\$ 4,000.00	0.3	0.5	\$ 10,000.00	1	50.00%
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	3.6		3.6	\$ 750.00	\$ 2,700.00		\$ -	0	0	\$ -	3.6	0.00%
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	3.6		3.6	\$ 2,500.00	\$ 9,000.00		\$ -	0.01	0.01	\$ 25.00	3.6	0.28%
9.03	9020-A	Sod	SQ	9		9	\$ 200.00	\$ 1,800.00		\$ -	0	0	\$ -	9	0.00%
9.04	9040-D-1	Filter Sock, 9 Inch Diameter	LF	5,435		5,435	\$ 2.75	\$ 14,946.25		\$ -	1488	1488	\$ 4,092.00	3,947	27.38%
9.05	9040-D-2	Filter Socks, Removal	LF	5,435		5,435	\$ 0.50	\$ 2,717.50		\$ -	0	0	\$ -	5,435	0.00%
9.06	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	7.2		7.2	\$ 3,500.00	\$ 25,200.00		\$ -	0.01	0.01	\$ 35.00	7.2	0.14%
9.07	9040-T-1	Inlet Protection Device, Surface-Applied	EA	28		28	\$ 185.00	\$ 5,180.00		\$ -	0	0	\$ -	28	0.00%
9.08	9040-T-1	Inlet Protection Device, Drop-in	EA	38		38	\$ 200.00	\$ 7,600.00	5	\$ 1,000.00	33	38	\$ 7,600.00	-	100.00%
9.09	9040-T-2	Inlet Protection Device, Maintenance	EA	76		76	\$ 40.00	\$ 3,040.00	3	\$ 120.00	0	3	\$ 120.00	73	3.95%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CY	39		39	\$ 450.00	\$ 17,550.00	39	\$ 17,550.00	0	39	\$ 17,550.00	-	100.00%
11.01	11,020-A	Mobilization	LS	1		1	\$ 280,000.00	\$ 280,000.00		\$ -	1	1	\$ 280,000.00	-	100.00%
11.02	11,040-B	Temporary Granular Sidewalk	SY	300		300	\$ 20.00	\$ 6,000.00		\$ -	150	150	\$ 3,000.00	150	50.00%
11.03	11,050-A	Concrete Washout, Roll-off Container	LS	1		1	\$ 10,000.00	\$ 10,000.00	0.1	\$ 1,000.00	0.6	0.7	\$ 7,000.00	0	70.00%
11.04	11,999-A	Remove, Salvage, and Relocate Mailbox	EA	2		2	\$ 1,750.00	\$ 3,500.00		\$ -	0	0	\$ -	2	0.00%
Change Order															
4.10	4020-999-A	Storm Pipe Collar	EA		2	2	\$ 1,431.90	\$ 2,863.80		\$ -	2	2	\$ 2,863.80	-	100.00%
8.28	8999-E	Traffic Signal Foundation Casings	EA		2	2	\$ 3,108.00	\$ 6,216.00		\$ -	2	2	\$ 6,216.00	-	100.00%
5.20	5020-B	Water Service Stubs, 1 Inch Dia., Copper	EA		1	1	\$ 3,885.00	\$ 3,885.00		\$ -	1	1	\$ 3,885.00	-	100.00%
8.29	8999-F	Temporary Pedestrian Push Buttons	EA		4	4	\$ 555.00	\$ 2,220.00	2	\$ 1,110.00		2	\$ 1,110.00	2	50.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 4,011,409.55

\$ 320,410.55

\$ 2,503,522.15

62.41%

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	\$ 51,424.45
2	6/20/2022	\$ 120,489.26
3	7/18/2022	\$ 475,828.78
4	8/15/2022	\$ 256,068.32
5	9/19/2022	\$ 623,729.53
6	10/17/2022	\$ 546,415.68
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TOTAL \$ 2,073,956.02

Please update Payment Application Sheet

Record of Change Orders

#	Date	Amount
1	9/19/2022	\$ 12,964.80
2	10/17/2022	\$ 2,220.00
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TOTAL		\$ 15,184.80

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	3
Contract Time to Date:	113.5
Time Used to Date:	79%
Contract Time Remaining:	21%



November 10, 2022

Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD
PARTIAL PAYMENT APPLICATION NO. 7
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 7 includes work completed between October 2, 2022, and October 29, 2022. The Contractor's work through this period includes subgrade prep., subbase, storm sewer, subdrain, and sidewalk. We recommend payment of \$304,390.02 to the Contractor, Absolute Concrete Construction, Inc., for work completed through October 29, 2022. 62.4% of the total contract work has been completed and 113.5 of the 143 working days (79%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the November 21, 2022, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.
Logan Jarvis, E.I., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$62,994.02 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Utility Improvements - Phase 1
Contractor: Absolute Concrete Construction, Inc.
Address: 505 1st Avenue Slater, IA 50248
Finance Budget Code: 48% 658.3658.4452
52% 695.3695.4453
Finance Project # 48% 658.4452
52% 695.4453
Vendor Project or Invoice #: N/A
PO # N/A
Original Contract Date: January 18, 2022
Vendor # 4997

Date of Council Meeting: November 21, 2022
PAYMENT REQUEST # 6
PAYMENT PERIOD: From: October 2, 2022 Through: October 29, 2022

Contract Summary

Original Contract Amount:	\$	1,816,990.10	
Net change by Change Orders:	\$	32,287.68	
Contract Amount to Date: (line 1 ± 2)	\$	1,849,277.78	
Total completed and stored to date:	\$	505,318.96	
Retainage: 5 % of Completed Work:	\$	25,265.95	
Total Earned less Retainage:	\$	480,053.01	
Less previous applications for payment:	\$	417,058.99	
SUBTOTAL	\$		62,994.02

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 62,994.02

Balance to finish, including retainage: \$ 1,369,224.77

Contract Time Remaining (If applicable) 51.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.

Signature: Eli Hartog Firm Name: Absolute Concrete Construction, Inc. Date: 11-2-22

Engineer / Consultant Approval: JEO Consulting Group

Signature: [Signature] Firm Name: JEO Consulting Group Date: 11-2-22

City of Ankeny Staff Approval:

Signature: Becky Ford Date: 11/7/2022

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 417,058.99

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
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CHANGE ORDER TOTAL = \$ 32,287.68

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

Substantial Completion

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

Full Completion

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	109.0
Working Days Remaining:	51.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.02	CLEARING AND GRUBBING	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -	0.00	0.00	0.00	316.00	0.00%
2.03	TOPSOIL OFF-SITE	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	250.00	\$ 6,250.00	342.00	42.23%
2.04	EXCAVATION, CLASS 10	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -	405.00	405.00	\$ 1,620.00	5,151.00	7.29%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -	0.00	0.00	0.00	1,389.00	0.00%
2.06	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00		\$ -	405.00	405.00	\$ 4,860.00	5,151.00	7.29%
2.07	SUBBASE, MODIFIED	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.08	0.08	\$ 400.00	0.92	8.00%
2.07	COMPACTION TESTING													
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.25	0.25	\$ 1,250.00	0.75	25.00%
3.01	TRENCH COMPACTION TESTING													
4.01	SEWERS AND DRAINS	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -	0.00	0.00	0.00	0.00	0.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	104.00		104.00	\$57.00	\$ 5,928.00	26.00	\$ 1,482.00	18.00	44.00	\$ 2,508.00	60.00	42.31%
4.03	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00	400.00	\$ 42,400.00	39.00	439.00	\$ 46,534.00	810.00	35.13%
4.04	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	24.00	\$ 5,828.40	(6.00)	133.33%
4.05	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	1,044.00	(1,044.00)	0.00	\$88.00	\$ -		\$ -	0.00	0.00	0.00	0.00	0.00%
4.06	SANITARY SEWER SERVICE, PVC, 4"	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	464.00	464.00	\$ 13,920.00	791.00	36.97%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$550.00	\$ 690,250.00		\$ -	1.00	1.00	\$ 550.00	2.00	33.33%
4.07	SANITARY SEWER, TEMPORARY CLEANOUT	EA	3.00		3.00	\$15.00	\$ 45.00		\$ -	40.00	40.00	\$ 600.00	59.00	40.40%
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00		99.00	\$185.00	\$ 18,315.00		\$ -	10.00	10.00	\$ 1,850.00	2,389.00	0.42%
4.09	FOOTING DRAIN COLLECTORS/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	0.00	0.00	0.00	2.00	0.00%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -	0.00	0.00	0.00	2.00	0.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -	0.00	0.00	0.00	14.00	0.00%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -	0.00	0.00	0.00	36.00	0.00%
5.01	WATER MAINS AND APPURTENANCES	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -	420.00	420.00	\$ 16,800.00	833.00	33.52%
5.02	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	EA	1.00		1.00	\$475.00	\$ 475.00	1.00	\$ 475.00	0.00	1.00	\$ 475.00	0.00	100.00%
5.03	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	0.00	0.00	0.00	1.00	0.00%
5.04	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	0.00	0.00	0.00	1.00	0.00%
5.05	FITTING, UNION, 8" X 8"	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -	0.00	0.00	0.00	2.00	0.00%
5.06	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -	2.00	2.00	\$ 1,100.00	0.00	100.00%
5.07	FITTING, 45 DEG., 8 IN.	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	0.00	0.00	0.00	18.00	0.00%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	0.00	0.00	0.00	18.00	0.00%
5.09	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	0.00	0.00	0.00	18.00	0.00%
5.10	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00	363.00	\$ 8,167.50	87.00	450.00	\$ 10,125.00	806.00	35.83%
5.11	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	EA	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	852.00	852.00	\$ 13,632.00	2,096.00	28.90%
5.12	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$17,250.00	\$ 86,250.00	1.00	\$ 1,725.00	1.00	2.00	\$ 3,450.00	3.00	40.00%
5.13	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00	0.50	\$ 2,150.00	0.00	0.50	\$ 2,150.00	2.50	16.67%
5.14	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	2.00	\$ 1,080.00	0.00	100.00%
5.15	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	0.00	0.00	0.00	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	2.00	\$ 500.00	0.00	100.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -	0.50	0.50	\$ 4,900.00	2.50	16.67%
6.02	MANHOLE, SW-301, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	1.00	\$ 14,150.00	0.00	100.00%
6.05	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	4.00		4.00	\$5,270.00	\$ 21,080.00	0.50	\$ 2,635.00	0.50	1.00	\$ 5,270.00	3.00	25.00%
6.06	INTAKE, SW-505	EA	4.00		4.00	\$14,550.00	\$ 58,200.00	0.50	\$ 7,275.00	1.00	1.50	\$ 21,825.00	2.50	37.50%
6.07	INTAKE, SW-506, MODIFIED	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	0.00	0.00	0.00	2.00	0.00%
6.08	INTAKE, SW-512	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	3.00	3.00	\$ 750.00	1.00	75.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
6.10	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
7.01	STREETS AND RELATED WORK	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00		\$ -	405.00	405.00	\$ 32,400.00	4,272.00	8.66%
7.02	PAVEMENT, HMA, 3 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	0.00	0.00	0.00	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00		\$ -	827.70	827.70	\$ 12,415.50	1,225.30	40.32%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00		\$ -	63.60	63.60	\$ 3,180.00	896.40	6.63%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -	53.50	53.50	\$ 8,827.50	(0.50)	100.94%
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	96.00	96.00	\$ 4,800.00	(8.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -	0.00	0.00	0.00	950.00	0.00%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00		\$ -	1647.00	1,647.00	\$ 19,764.00	2,214.00	42.66%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	0.10	0.10	\$ 1,000.00	0.90	10.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #30 in the amount of \$17,293.25 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #30

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive

Contractor: Civil Design Advantage

Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111

Finance Budget Code: 959.3959.4210 Finance Project Code: 959.4210

Vendor Project or Invoice #: _____ PO # _____

Original Contract Date: January 20, 2020 Vendor # 2407

Date of Council Meeting 11/21/2022 PAYMENT REQUEST # 30

PAYMENT PERIOD: From: 08/29/22 through: 10/30/22

Contract Summary

Original Contract Amount:	\$	<u>319,825.00</u>
Net change by Change Orders:	\$	<u>382,040.00</u>
Contract Amount to Date: (line 1 ± 2)	\$	<u>701,865.00</u>

Total completed and stored to date:	\$	<u>661,246.81</u>
Retainage: _____ % of Completed Work:	\$	<u>-</u>
Total Earned less Retainage:	\$	<u>661,246.81</u>
Less previous applications for payment:	\$	<u>643,953.56</u>
SUBTOTAL	\$	<u>17,293.25</u>

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

CURRENT PAYMENT DUE \$ 17,293.25

Balance to finish, including retainage: \$ 40,618.19

Contract Time Remaining (If applicable) _____ - CALENDAR DAYS

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

Construction Contractor Approval: _____
Firm Name

Signature _____ Date _____

Engineer/Consultant Approval: Civil Design Advantage
Firm Name

Signature John A. Lippert Date 11/10/2022

City of Ankeny Staff Approval Jim Helms

Signature _____ Date 11/14/2022

Submit to: _____

Email: _____ Phone: _____ Fax: _____

Date Printed: 11/11/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
26	6/20/2022	\$ 19,169.55
27	8/1/2022	\$ 20,030.31
28	9/6/2022	\$ 21,351.50
29	10/3/2022	\$ 15,179.25
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TOTAL \$ 643,953.56

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 382,040.00
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TOTAL		\$ 382,040.00

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Invoice

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

City of Ankeny
Jim Haberichter
220 W 1st St
Ankeny, IA 50023

November 04, 2022
Project No: 2002.053
Invoice No: 38993

Project 2002.053 C. Ankeny - NW 18th Street Extension
Professional Services from August 29, 2022 through October 30, 2022

Task	201	Concept Preparation				Total this Task	0.00
Task	230	Cost Opinion				Total this Task	0.00
Task	301	Construction Drawings - Preliminary				Total this Task	0.00
Task	303	Construction Drawings - Final				Total this Task	0.00
Task	304	Construction Drawings - Check				Total this Task	0.00
Task	306	Easement/Acquisition Plats				Total this Task	0.00
Task	308	Public Street Photometric Plan				Total this Task	0.00
Task	309	Front End Contract Documents				Total this Task	0.00
Task	310	Assessment Plat & Schedule					
Professional Personnel							
			Hours	Rate	Amount		
Engineer 8			4.00	172.00	688.00		
		Total Labor					688.00
						Total this Task	\$688.00
Task	311	Bidding Services				Total this Task	0.00
Task	312	Bid Letting Services				Total this Task	0.00
Task	501	Project Information Meeting					

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	38993	
			Total this Task	0.00	
Task	503	Preconstruction Meeting			
			Total this Task	0.00	
Task	601	Construction Staking			
Professional Personnel					
			Hours	Rate	Amount
	Technician 1		1.50	58.00	87.00
	Senior Technician		2.00	147.00	294.00
	Total Labor				381.00
			Total this Task	\$381.00	
Task	602	Construction Observation			
Professional Personnel					
			Hours	Rate	Amount
	Technician 1		2.00	58.00	116.00
	Technician 4		108.00	93.00	10,044.00
	Total Labor				10,160.00
			Total this Task	\$10,160.00	
Task	603	Construction Administration			
Professional Personnel					
			Hours	Rate	Amount
	Engineer 7		1.00	161.00	161.00
	Engineer 8		16.50	172.00	2,838.00
	Technician 3		5.50	81.00	445.50
	Total Labor				3,444.50
			Total this Task	\$3,444.50	
Task	604	Shop Drawings			
			Total this Task	0.00	
Task	605	Record Drawings			
Professional Personnel					
			Hours	Rate	Amount
	Technician 1		2.50	58.00	145.00
	Technician 3		8.00	81.00	648.00
	Project Manager 6		4.00	147.00	588.00
	Total Labor				1,381.00
			Total this Task	\$1,381.00	
Task	606	Construction Observ. after Working Days			
			Total this Task	0.00	
Task	607	Construction Admin after Working Days			
Professional Personnel					
			Hours	Rate	Amount
	Engineer 8		5.00	172.00	860.00
	Total Labor				860.00
			Total this Task	\$860.00	
Task	701	Geotechnical Investigation			

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	38993
			Total this Task	0.00
Task	702	Phase 1 Environmental Assessment	Total this Task	0.00
Task	703	Wetland Services	Total this Task	0.00
Task	704	Right-of-Way Services	Total this Task	0.00
Task	705	Geotechnical Observation (ABE)	Total this Task	0.00
Task	998	Permits & Fees	Total this Task	0.00
Task	999	Reimbursable Expenses		
Unit Billing				
8/29/2022	Mileage	606.0 miles @ 0.625	378.75	
	Total Units		378.75	378.75
			Total this Task	\$378.75
Billing Limits				
		Current	Prior	To-Date
Total Billings		17,293.25	643,953.56	661,246.81
Limit				701,865.00
Remaining				40,618.19
			Total this Invoice	<u><u>\$17,293.25</u></u>

Project Manager Joshua Trygstad



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

November 10, 2022

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #30
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #30 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage completed construction staking, observation, administration and record drawings and started the Final Assessment Plat for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$97,584.95 to Communication Data Link, for construction services on the N Ankeny Blvd Fiber Optic Upgrade project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Fiber Optic Upgrade
Contractor: Communication Data Link
Address: 1305 SW 37th St, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 Finance Project #: 965.4456
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: March 7, 2022 Vendor #: 4289

Date of Council Meeting: 11/21/22 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: 03/07/22 Through: 10/31/22

Contract Summary

Original Contract Amount:	\$	178,979.00	
Net change by Change Orders:	\$	(75.00)	
Contract Amount to Date: (line 1 ± 2)	\$	178,904.00	
Total completed and stored to date:	\$	102,721.00	
Retainage: <u>5</u> % of Completed Work:	\$	5,136.05	
Total Earned less Retainage:	\$	97,584.95	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	97,584.95	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 97,584.95

Balance to finish, including retainage: \$ 81,319.05

Contract Time Remaining (If applicable) N/A Completion 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: Communication Data Link

Signature: [Signature] Firm Name: Communication Data Link Date: 11/9/22

Engineer / Consultant Approval: Snyder & Associates

Signature: [Signature] Firm Name: Andrew Houchin, P.E. Date: 11/9/2022

City of Ankeny Staff Approval:

Signature: [Signature] Date: 11/9/22

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNIT	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	TYPE II - 24" x 30" PRE-CAST POLYMER CONCRETE HANDHOLE	EACH	7	11	18	\$ 1,200.00	\$ 4,800.00	4.00	\$ 4,800.00		4.00	\$ 4,800.00	0	100.00%
2	TYPE IV - 30" x 48" PRE-CAST POLYMER CONCRETE HANDHOLE	EACH	5	1	6	\$ 1,500.00	\$ 9,000.00	0.00	\$ 0.00		0.00	\$ 0.00	1	85.71%
3	TOTAL TWO (2) FIBER OPTIC CABLE 30 FT SM CITY FIBER CABLE	LN FT	7,020		7,020	\$ 1.53	\$ 10,730.00		\$ -		0.00	\$ -	7,020	0.00%
4	TOTAL ONE (1) FIBER OPTIC CABLE 15 FT SM CITY FIBER CABLE	LN FT	1,343		1,343	\$ 0.75	\$ 1,007.25		\$ -		0.00	\$ -	1,343	0.00%
5	2" HDPE CONDUIT, BORED (BLUE)	LN FT	5,353	150	5,503	\$ 13.55	\$ 74,513.55	5,843.00	\$ 79,921.00		5,843.00	\$ 79,921.00	154	97.27%
6	SPLICE	EACH	552		552	\$ 42.00	\$ 23,184.00		\$ -		0.00	\$ -	552	0.00%
7	SPLICE CASE	EACH	4		4	\$ 850.00	\$ 3,400.00		\$ -		0.00	\$ -	4	0.00%
8	FIBER ENCLOSURE 12 PANEL CAPACITY, CCH-CHU	EACH	1		1	\$ 1,500.00	\$ 1,500.00		\$ -		0.00	\$ -	1	0.00%
9	FIBER ENCLOSURE 1 PANEL CAPACITY, SPH-OP	EACH	3		3	\$ 1,000.00	\$ 3,000.00		\$ -		0.00	\$ -	3	0.00%
10	CCH PANEL 12 CT, CCH-CP12-A3-P01RH	EACH	3		3	\$ 800.00	\$ 2,400.00		\$ -		0.00	\$ -	3	0.00%
11	CCH CASSETTE 12 CT, CCH-CS12-A3-FOXRE	EACH	18		18	\$ 700.00	\$ 12,600.00		\$ -		0.00	\$ -	18	0.00%
12	FIBER OPTIC CABLE REMOVAL	LS	1		1	\$ 7,000.00	\$ 7,000.00		\$ -		0.00	\$ -	1	0.00%
13	MOBILIZATION	LS	1		1	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		1.00	\$ 4,000.00	0	100.00%
14	TRAFFIC CONTROL	LS	1		1	\$ 10,000.00	\$ 10,000.00	0.60	\$ 6,000.00		0.60	\$ 6,000.00	0	60.00%
CHANGE ORDER ITEMS														
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 178,034.00 PAY PERIOD = \$ 102,721.00

COMPLETED = \$ 102,721.00

87.42%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	\$ (75.00)
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CHANGE ORDER TOTAL = \$ (75.00)

Contract Time Remaining

Contract Period:	Completion Date
Construction Start Date:	March 7, 2022

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #7 in the amount of \$4,324.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: October 1, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	11,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	138,600.00	
Total completed and stored to date:	\$	93,071.92	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	93,071.92	
Less previous applications for payment:	\$	88,747.92	
SUBTOTAL	\$		4,324.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,324.00

Balance to finish, including retainage: \$ 45,528.08

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy S. Floy

Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Members,
DC=foth, DC=com
Reason: I am approving this document
Date: 2022.11.10 08:58:46-06'00'

Firm Name

Signature

November 10, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

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

E-mail:

dclark@Ankenylowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 88,747.92

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
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TOTAL \$ 11,500.00

Contract Time Remaining

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

Invoice

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

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

November 10, 2022

Project No: 0022A004.00

Invoice No: 80685

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 4,324.00

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through October 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	12.00	186.00	2,232.00
Lead Project Engineer	1.50	196.00	294.00
Project Engineer II	10.50	158.00	1,659.00
Staff Engineer II	.30	130.00	39.00
Project Administrator II	1.00	100.00	100.00
Totals	25.30		4,324.00
Total Labor			4,324.00

Billing Limits	Current	Prior	To-Date
Total Billings	4,324.00	88,747.92	93,071.92
Limit			127,100.00
Remaining			34,028.08

Total This Invoice USD 4,324.00



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$286,943.93 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave HMA Widening
Contractor: Grimes Asphalt and Paving Corporation
Address: 5550 NE 22nd Street, Des Moines, IA 50313
Finance Budget Code: 993.3993.4451 **Finance Project #** 993.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 252

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: October 1, 2022 Through: November 4, 2022

Contract Summary

Original Contract Amount:	\$	915,737.43	
Net change by Change Orders:	\$	18,287.50	
Contract Amount to Date: (line 1 ± 2)	\$	934,024.93	
Total completed and stored to date:	\$	419,369.24	
Retainage: 5 % of Completed Work:	\$	20,968.46	
Total Earned less Retainage:	\$	398,400.78	
Less previous applications for payment:	\$	111,456.85	
SUBTOTAL	\$	286,943.93	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 286,943.93

Balance to finish, including retainage: \$ 535,624.15

Contract Time Remaining (If applicable) 45.00 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: Grimes Asphalt and Paving Corporation
Firm Name
Signature: [Signature] Date: 11-4-22

Engineer / Consultant Approval: JEO Consulting Group
Firm Name
Signature: [Signature] Date: 11/9/2022

City of Ankeny Staff Approval:
Signature: [Signature] Date: 11/10/2022

Submit to: Jim Haberichter, P.E. - Civil Engineer II
E-mail: JHaberichter@Ankenylowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (include Change Order # if applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETED	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CL EATING AND GRUBBING	ACRE	0.04		0.04	\$34,125.00	\$ 1,365.00	\$ -	\$ -	0.04	0.04	\$ 1,365.00	0.00	100.00%
2	CL EATING AND GRUBBING	UNIT	3		3.00	\$455.00	\$ 1,365.00	\$ -	\$ -	3.00	3.00	\$ 1,365.00	0.00	100.00%
3	EMBANKMENT IN PLACE, CONTRACTOR FURNISHED	CY	1863		1,863.00	\$16.00	\$ 29,808.00	\$ -	\$ -	1,863.00	1,863.00	\$ 29,808.00	0.00	100.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,807		1,807.00	\$10.50	\$ 18,973.50	\$ -	\$ -	900.00	900.00	\$ 9,450.00	907.00	49.31%
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2,020		2,020.00	\$13.00	\$ 26,260.00	\$ -	\$ -	1,010.00	1,010.00	\$ 13,130.00	1,010.00	50.00%
6	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1,807		1,807.00	\$10.50	\$ 18,973.50	\$ -	\$ -	900.00	900.00	\$ 9,450.00	907.00	49.31%
7	MODIFIED SUBBASE	CY	849.2		849.20	\$73.50	\$ 62,416.20	\$ 62,416.20	\$ 62,416.20	0.00	849.20	\$ 62,416.20	0.00	100.00%
8	GRANULAR SHOULDERS, TYPE B	TON	527		527.00	\$46.50	\$ 24,505.50	\$ -	\$ -	0.00	0.00	\$ -	527.00	0.00%
9	SHOULDER FINISHING, EARTH	STA	3.6		3.60	\$945.00	\$ 3,402.00	\$ -	\$ -	0.00	0.00	\$ -	3.60	0.00%
10	EXCAVATION, CLASS 13, FOR WIDENING	CY	53		53.00	\$22.25	\$ 1,179.25	\$ 53.00	\$ 1,179.25	0.00	53.00	\$ 1,179.25	0.00	100.00%
11	REMOVAL OF CURB	STA	3.6		3.60	\$1,470.00	\$ 5,292.00	\$ -	\$ -	3.60	3.60	\$ 5,292.00	0.00	100.00%
12	PAVEMENT SCARIFICATION	SY	4865		4,865.00	\$3.00	\$ 14,595.00	\$ -	\$ -	0.00	0.00	\$ -	4,865.00	0.00%
13	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1		1.00	\$2,500.00	\$ 2,500.00	0.50	\$ 1,250.00	0.00	0.50	\$ 1,250.00	0.50	50.00%
14	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	TON	1,665.5		1,665.50	\$45.00	\$ 75,352.50	\$ 1,405.89	\$ 63,285.05	0.00	1,405.89	\$ 63,285.05	151.61	89.29%
15	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	863.7		863.70	\$45.00	\$ 38,866.50	\$ -	\$ -	0.00	0.00	\$ -	863.70	0.00%
16	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQU	TON	896		896.00	\$45.00	\$ 40,320.00	\$ -	\$ -	0.00	0.00	\$ -	896.00	0.00%
17	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	TON	199.3		199.30	\$663.40	\$ 132,215.62	67.79	\$ 44,971.89	0.00	67.79	\$ 44,971.89	131.51	34.01%
18	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	18		18.00	\$58.00	\$ 1,044.00	0.00	\$ -	0.00	0.00	\$ -	18.00	0.00%
19	APRONS, CONCRETE, 24 IN. DIA.	EA	8		8.00	\$3,412.50	\$ 27,300.00	1.00	\$ 3,675.00	0.00	1.00	\$ 3,675.00	2.50	68.75%
20	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EA	2		2.00	\$3,675.00	\$ 7,350.00	1.00	\$ 3,675.00	0.00	1.00	\$ 3,675.00	1.00	50.00%
21	CULVERT, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	LF	42		42.00	\$736.50	\$ 30,741.00	42.00	\$ 30,741.00	0.00	42.00	\$ 30,741.00	0.00	100.00%
22	MANHOLE, STORM SEWER, SV-406	EA	1		1.00	\$6,300.00	\$ 6,300.00	1.00	\$ 6,300.00	0.00	1.00	\$ 6,300.00	0.00	100.00%
23	INTAKE, SV-512, 30 IN.	EA	1		1.00	\$4,200.00	\$ 4,200.00	0.50	\$ 2,100.00	0.00	0.50	\$ 2,100.00	0.50	50.00%
24	INTAKE, SV-512, 30 IN.	EA	2		2.00	\$3,150.00	\$ 6,300.00	2.00	\$ 6,300.00	0.00	2.00	\$ 6,300.00	0.00	100.00%
25	MANHOLE ADJUSTMENT, MINOR	EA	1		1.00	\$1,995.00	\$ 1,995.00	1.00	\$ 1,995.00	0.00	1.00	\$ 1,995.00	0.00	100.00%
26	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	2945		2,945.00	\$25.25	\$ 74,361.25	\$ -	\$ -	0.00	0.00	\$ -	2,945.00	0.00%
27	SUBDRAIN, CUT-LET, DR-303	EA	15		15.00	\$577.50	\$ 8,662.50	\$ -	\$ -	0.00	0.00	\$ -	15.00	0.00%
28	SUBDRAIN, CUT-LET, DR-305	EA	258		258.00	\$94.50	\$ 24,381.00	258.00	\$ 24,381.00	0.00	258.00	\$ 24,381.00	0.00	100.00%
29	STORM SWR G-MAIN, TRENCHED, RCP 20000, 30"	LF	6		6.00	\$270.00	\$ 1,620.00	6.00	\$ 1,620.00	0.00	6.00	\$ 1,620.00	0.00	100.00%
30	STORM SWR G-MAIN, TRENCHED, RCP 20000, 30"	LF	361		361.00	\$270.00	\$ 97,470.00	242.00	\$ 65,334.00	0.00	242.00	\$ 65,334.00	119.00	67.04%
31	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	SY	127		127.00	\$5.25	\$ 666.75	\$ -	\$ -	0.00	0.00	\$ -	127.00	0.00%
32	ENGINEERING FABRIC	TON	90		90.00	\$69.00	\$ 6,210.00	\$ -	\$ -	0.00	0.00	\$ -	90.00	0.00%
33	EROSION STONE	SY	688.5		688.50	\$11.00	\$ 7,573.50	1.00	\$ 1,050.00	0.00	688.50	\$ 7,573.50	0.00	100.00%
34	REMOVAL OF PAVEMENT	EA	1		1.00	\$1,050.00	\$ 1,050.00	1.00	\$ 1,050.00	0.00	1.00	\$ 1,050.00	0.00	100.00%
35	REMOVAL OF INTAKES AND UTILITY ACCESSSES	SY	64.7		64.70	\$26.25	\$ 1,698.38	38.00	\$ 987.50	0.00	38.00	\$ 987.50	26.70	58.73%
36	REMOVAL OF SIDEWALK	SY	203.3		203.30	\$56.00	\$ 11,384.80	\$ -	\$ -	0.00	0.00	\$ -	203.30	0.00%
37	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	52.1		52.10	\$120.00	\$ 6,252.00	\$ -	\$ -	0.00	0.00	\$ -	52.10	0.00%
38	SIDEWALK, P.C. CONCRETE, 8 IN.	SY	64		64.00	\$64.00	\$ 4,096.00	\$ -	\$ -	0.00	0.00	\$ -	64.00	0.00%
39	DETECTABLE WARNING	SY	508.2		508.20	\$78.00	\$ 39,633.60	508.20	\$ 39,633.60	0.00	508.20	\$ 39,633.60	0.00	100.00%
40	DRIVEWAY, P.C. CONCRETE, 8 IN.	SY	680.5		680.50	\$11.00	\$ 7,485.50	\$ -	\$ -	0.00	680.50	\$ 7,485.50	0.00	100.00%
41	REMOVAL OF PAVED DRIVEWAY	EA	3		3.00	\$211.00	\$ 633.00	\$ -	\$ -	1.00	1.00	\$ 211.00	2.00	33.33%
42	REMOVE AND REINSTALL SIGN AS PER PLAN	LF	112		112.00	\$16.00	\$ 1,792.00	\$ -	\$ -	0.00	0.00	\$ -	112.00	0.00%
43	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	STA	34		34.00	\$32.00	\$ 1,088.00	\$ -	\$ -	0.00	0.00	\$ -	34.00	0.00%
44	TYPE A SIGNS, SHEET ALUMINUM	SY	56.32		56.32	\$74.75	\$ 4,209.82	\$ -	\$ -	0.00	0.00	\$ -	56.32	0.00%
45	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	60.93		60.93	\$95.00	\$ 5,788.35	\$ -	\$ -	0.00	0.00	\$ -	60.93	0.00%
46	PAINTED PAVEMENT MARKINGS, DURABLE	EA	6		6.00	\$159.00	\$ 954.00	\$ -	\$ -	0.00	0.00	\$ -	6.00	0.00%
47	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA	53.02		53.02	\$42.00	\$ 2,226.84	\$ -	\$ -	0.00	0.00	\$ -	53.02	0.00%
48	PAVEMENT MARKINGS REMOVED	STA	49.91		49.91	\$75.00	\$ 3,743.25	\$ -	\$ -	0.00	0.00	\$ -	49.91	0.00%
49	GROOVES CUT FOR PAVEMENT MARKINGS	EA	6		6.00	\$105.00	\$ 630.00	\$ -	\$ -	0.00	0.00	\$ -	6.00	0.00%
50	GROOVES CUT FOR SYMBOLS AND LEGENDS	LS	1		1.00	\$9,900.00	\$ 9,900.00	0.33	\$ 3,267.00	0.13	0.46	\$ 4,564.00	0.54	46.00%
51	TRAFFIC CONTROL	CDAY	20		20.00	\$158.00	\$ 3,160.00	5.00	\$ 790.00	15.00	20.00	\$ 3,160.00	0.00	100.00%
52	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	LS	1		1.00	\$54,550.00	\$ 54,550.00	\$ -	\$ -	0.50	0.50	\$ 27,275.00	0.50	50.00%
53	MOBILIZATION	LS	1		1.00	\$3,700.00	\$ 3,700.00	0.25	\$ 925.00	0.75	0.25	\$ 925.00	0.75	25.00%
54	TRENCH COMPACTION TESTING	EA	1		1.00	\$315.00	\$ 315.00	\$ -	\$ -	0.00	0.00	\$ -	1.00	0.00%
55	VALUE BOX ADJUSTMENT, MINOR	EA	3		3.00	\$1,575.00	\$ 4,725.00	\$ -	\$ -	0.00	0.00	\$ -	3.00	0.00%
56	FIRE HYDRANT ADJUSTMENT	LS	1		1.00	\$14,700.00	\$ 14,700.00	\$ -	\$ -	0.50	0.50	\$ 7,350.00	0.50	50.00%
57	TEMPORARY ACCESS DRIVE	SY	392.6		392.60	\$75.00	\$ 29,445.00	\$ -	\$ -	0.00	0.00	\$ -	392.60	0.00%
58	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	ACRE	3.2		3.20	\$2,950.00	\$ 9,440.00	\$ -	\$ -	0.00	0.00	\$ -	3.20	0.00%
59	MULCHING, BONDED FIBER MATRIX	ACRE	1.6		1.60	\$1,100.00	\$ 1,760.00	\$ -	\$ -	0.00	0.00	\$ -	1.60	0.00%
60	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6		1.60	\$158.00	\$ 252.80	\$ -	\$ -	0.00	0.00	\$ -	1.60	0.00%
61	STABILIZING CROP - SEEDING AND FERTILIZING	LF	1580		1,580.00	\$2.00	\$ 3,160.00	\$ -	\$ -	0.00	0.00	\$ -	1,580.00	0.00%
62	SILT FENCE	LF	400		400.00	\$2.00	\$ 800.00	200.00	\$ 400.00	0.00	200.00	\$ 400.00	200.00	50.00%
63	SILT FENCE FOR DITCH CHECKS	LF	1980		1,980.00	\$0.10	\$ 198.00	\$ -	\$ -	0.00	0.00	\$ -	1,980.00	0.00%
64	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	60		60.00	\$3.00	\$ 180.00	\$ -	\$ -	0.00	0.00	\$ -	60.00	0.00%
65	PERMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	EA	60		60.00	\$0.50	\$ 30.00	\$ -	\$ -	0.00	0.00	\$ -	60.00	0.00%
66	REMOVAL OF PERMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	EA	1		1.00	\$37.00	\$ 37.00	\$ -	\$ -	1.00	1.00	\$ 37.00	0.00	100.00%
67	GRATE INTAKE SEDIMENT FILTER BAG	EA	2		2.00	\$37.00	\$ 74.00	\$ -	\$ -	0.00	0.00	\$ -	2.00	0.00%
68	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	1		1.00	\$30.00	\$ 30.00	\$ -	\$ -	0.00	0.00	\$ -	1.00	0.00%
69	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EA	1		1.00	\$18,287.50	\$ 18,287.50	1.00	\$ 18,287.50	0.00	1.00	\$ 18,287.50	0.00	100.00%
70	SUBGRADE REPLACEMENT (CHANGE ORDER 1)	LS	1		1.00	\$18,287.50	\$ 18,287.50	1.00	\$ 18,287.50	0.00	1.00	\$ 18,287.50	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT # \$ 934,024.93

PAY PERIOD # \$ 320,333.74

COMPLETED # \$ 419,389.24

44.90%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 17, 2022	\$ 111,456.85
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 111,456.85

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	\$ 18,287.50
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CHANGE ORDER TOTAL = \$ 18,287.50

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: September 6, 2022

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$2,160.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment No. 3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Fiber Optic Relocation
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 982.3982.4210 Finance Project #: 982.4210
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: July 5, 2022 Vendor #: 5531

Date of Council Meeting: November 21, 2022 PAYMENT REQUEST # 3
PAYMENT PERIOD: From: August 27, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	8,665.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	8,665.00	
Less previous applications for payment:	\$	6,505.00	
SUBTOTAL	\$		2,160.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,160.00

Balance to finish, including retainage: \$ 22,292.40

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: HR Green, Inc.

Signature [Signature] Firm Name _____ Date November 6, 2022

City of Ankeny Staff Approval:

Signature [Signature] Date 11/7/22

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

E-mail: lhart@AnkenyIowa.gov Phone: (515) 963-3548 Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 2,565.00
2	October 3, 2022	\$ 3,940.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 6,505.00

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



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

HRGREEN.COM

November 6, 2022

Jim Haberichter, PE
Civil Engineer II
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - State Street Fiber Optic Cable Relocation Design
HRG Project No. 220761
Contract date: July 5, 2021

Dear Jim:

Please find the attached invoice for our services on the above referenced project. A brief summary of the invoice and how it relates to project progress is provided below.

Attached Invoice #	156791
Period covered by invoice	8/27/22 – 9/30/22
Amount this invoice	\$2,160.00
Total billings to date, including this invoice	\$8,665.00
Contract maximum fee	\$30,957.40
% of Contract billed to date	28%

Summary of services during this billing period:

- Fieldwork
- Coordination with Paul Mahoney (Ankeny School District)
- Preparation of preliminary plans

Comments:

- Will be continuing design and additional fieldwork

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.

Project	220761	Ankeny, IA - State Street Fiber Optic Ca	Invoice	156791
---------	--------	--	---------	--------



Please Remit To:
 HR Green, Inc.
 PO Box 8213
 Des Moines, IA 50301-8213
 1-800-728-7805

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

October 25, 2022
 Project No: 220761
 Invoice No: 156791
 Invoice Total: \$2,160.00

Project 220761 Ankeny, IA - State Street Fiber Optic Cable Relocation Design

Professional Services Through September 30, 2022

Phase 1.0 Project Management

Professional Personnel

	Hours	Amount	
Professional	2.50	500.00	
Admin Coordinator	1.00	110.00	
Totals	3.50	610.00	
Total Labor			610.00
Total this Phase			\$610.00

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount	
Professional	6.25	1,250.00	
Totals	6.25	1,250.00	
Total Labor			1,250.00
Total this Phase			\$1,250.00

Phase 3.0 Utility Coordination

Professional Personnel

	Hours	Amount	
Professional	1.50	300.00	
Totals	1.50	300.00	
Total Labor			300.00
Total this Phase			\$300.00

Billing Limits

	Current	Prior	To-Date
Total Billings	2,160.00	6,505.00	8,665.00
Limit			30,957.40
Remaining			22,292.40
Total this Invoice			<u>\$2,160.00</u>

Billings to Date

	Current	Prior	Total
Labor	2,160.00	6,505.00	8,665.00
Totals	2,160.00	6,505.00	8,665.00

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$229,510.79 to Howrey Construction, Inc., for construction services on the Bellagio Park Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: BELLAGIO PARK IMPROVEMENTS
Contractor: HOWREY CONSTRUCTION INC.
Address: 316 AUSTIN STREET, ROCKWELL CITY, IA 50579
Finance Budget Code: 973.2973.4408 **Finance Project #** 973.2973
Vendor Project or Invoice #: 1 **PO #** n/a
Original Contract Date: June 6, 2022 **Vendor #** n/a

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 1, 2022 Through: November 11, 2022

Contract Summary

Original Contract Amount:	\$	296,850.00	
Net change by Change Orders:	\$	9,115.30	
Contract Amount to Date: (line 1 ± 2)	\$	305,965.30	
Total completed and stored to date:	\$	297,065.30	
Retainage: 5 % of Completed Work:	\$	14,853.27	
Total Earned less Retainage:	\$	282,212.04	
Less previous applications for payment:	\$	52,701.25	
SUBTOTAL	\$	229,510.79	
OTHER CHARGES (Attach an Itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	229,510.79	
Balance to finish, including retainage:	\$	23,753.27	

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: HOWREY CONSTRUCTION INC.
Firm Name
Signature: *[Signature]* Date: November 15, 2022

Engineer / Consultant Approval: Snyder & Associates Inc.
Firm Name
Signature: *[Signature]* Date: 11/15/2022

City of Ankeny Staff Approval:
Signature: *[Signature]* Date: 11/15/22

Submit to: Nick Lenox. - Parks & Recreation Director
E-mail: NLenox@AnkenyIowa.gov **Phone:** (515) 963-3576 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.1	Mobilization / Construction Fence	LS	1		1	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	-	100.00%
2.1	Grading	LS	1		1	\$ 26,000.00	\$ 26,000.00	1.00	\$ 26,000.00	-	100.00%
2.2	Pea Gravel Subbase, 6" Depth	TN	150	(13.00)	137	\$ 60.00	\$ 8,220.00	137.00	\$ 8,220.00	-	100.00%
2.3	Rip Rap	TN	100	(0.50)	100	\$ 110.00	\$ 10,945.00	99.50	\$ 10,945.00	-	100.00%
3.1	4" Subdrain	LF	135		135	\$ 75.00	\$ 10,125.00	135.00	\$ 10,125.00	-	100.00%
3.2	10" CMP Pipe	LF	50		50	\$ 95.00	\$ 4,750.00	50.00	\$ 4,750.00	-	100.00%
3.3	Outlet Protection	LS	1		1	\$ 1,000.00	\$ 1,000.00	-	\$ -	1.00	0.00%
4.1	1" Water Line	LF	350		350	\$ 25.00	\$ 8,750.00	350.00	\$ 8,750.00	-	100.00%
4.2	Curb Stop	LS	1		1	\$ 3,150.00	\$ 3,150.00	1.00	\$ 3,150.00	-	100.00%
4.3	Drinking Fountain Installation	LS	1		1	\$ 2,850.00	\$ 2,850.00	1.00	\$ 2,850.00	-	100.00%
4.4	Irrigation Pit W/ 1" Isolation Valve	LS	1		1	\$ 6,825.00	\$ 6,825.00	1.00	\$ 6,825.00	-	100.00%
5.1	20' x 20' Open Shelter & Footings	LS	1		1	\$ 12,500.00	\$ 12,500.00	1.00	\$ 12,500.00	-	100.00%
6.1	5" Depth PCC Sidewalk	SF	12950	116.20	13,066	\$ 6.50	\$ 84,930.30	13,066.20	\$ 84,930.30	-	100.00%
6.2	5" Depth PCC Basketball Court	SF	4200	1,440.00	5,640	\$ 5.50	\$ 31,020.00	5,640.00	\$ 31,020.00	-	100.00%
6.3	PCC Maintenance Curb for Playground	LF	260	15.00	275	\$ 85.00	\$ 23,375.00	275.00	\$ 23,375.00	-	100.00%
6.4	Basketball Goal Footing & Hoop Installation	EA	2		2	\$ 3,500.00	\$ 7,000.00	2.00	\$ 7,000.00	-	100.00%
7.1	Standard Seed Mix	LS	1		1	\$ 11,825.00	\$ 11,825.00	1.00	\$ 11,825.00	-	100.00%
7.2	Prairie Seed Mix	LS	1		1	\$ 7,900.00	\$ 7,900.00	-	\$ -	1.00	0.00%
7.3	Erosion Control	LS	1		1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
28					-	\$ -	\$ -		\$ -	-	0.00%
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75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 305,965.30

\$ 297,065.30

-2.91%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 19, 2022	\$ 52,701.25
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 52,701.25

Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of \$30,205.00 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Avenue HMA Widening
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 993.3993.4210 **Finance Project #** 993.4210
Vendor Project or Invoice #: 201512.00 **PO #** N/A
Original Contract Date: April 19, 2021 **Vendor #** 7827

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: October 8, 2022 Through: November 4, 2022

Contract Summary

Original Contract Amount:	\$	97,750.00	
Net change by Change Orders:	\$	119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$	217,545.00	
Total completed and stored to date:	\$	191,082.88	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	191,082.88	
Less previous applications for payment:	\$	160,877.88	
SUBTOTAL	\$	30,205.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 30,205.00

Balance to finish, including retainage: \$ 26,462.12

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:

JEO Consulting Group, Inc.

Firm Name

Signature

November 11, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter - Civil Engineer II

E-mail: jhaberichter@Ankenylowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 7, 2021	\$ 4,361.25
2	July 6, 2021	\$ 5,788.75
3	August 2, 2021	\$ 28,591.25
4	September 7, 2021	\$ 28,883.75
5	October 4, 2021	\$ 15,606.25
6	November 1, 2021	\$ 11,733.75
7	March 7, 2022	\$ 24,167.88
8	April 4, 2022	\$ 2,690.00
9	May 2, 2022	\$ 2,466.25
10	June 6, 2022	\$ 5,796.25
11	July 5, 2022	\$ 4,646.25
12	August 1, 2022	\$ 1,880.00
13	September 6, 2022	\$ 1,813.75
14	October 3, 2022	\$ 8,886.25
15	November 7, 2022	\$ 13,566.25
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 160,877.88

Record of Change Orders:

No.	Date	Amount
1	January 3, 2022	\$ 24,595.00
2	March 21, 2022	\$ 95,200.00
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CHANGE ORDER TOTAL = \$ 119,795.00

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



Engineering | Architecture | Surveying | Planning

Invoice

November 11, 2022

Project No: R201512.00

Invoice No: 137076

Invoice Amount: 30,205.00

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Rob Haaland

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through November 4, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Staking	\$12,700.00		\$12,700.00	\$4,757.50	\$7,942.50
Construction Administration	\$14,250.00		\$14,250.00	\$14,250.00	0.00
Resident Project Representation	\$62,500.00		\$42,310.00	\$20,047.50	\$22,262.50
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$4,750.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Reimbursables-Amendment No. 1-Utility Potholing	\$6,000.00		\$5,572.88	\$5,572.88	0.00
Total	\$217,545.00		\$191,082.88	\$160,877.88	\$30,205.00
Total Amount Due Upon Receipt :					\$30,205.00

Outstanding Invoices

Number	Date	Balance
133601	6/17/2022	.30
Total		.30

Email invoice to: jhaberichter@ankenyiowa.gov



November 11th, 2022

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

RE: SE Delaware Avenue HMA Widening
Progress Report No. 16
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the sixteenth progress report for the above referenced project and covers work through November 4th, 2022. Work during the specified timeframe includes coordination with the construction contractor, Resident Project Representative tasks, and coordination with utility companies.

JEO is excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$91,841.25 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: 11/21/2022 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: September 25, 2022 Through: October 29, 2022

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	385,000.00	
Total completed and stored to date:	\$	380,585.77	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	380,585.77	
Less previous applications for payment:	\$	288,744.52	
SUBTOTAL	\$		91,841.25

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 91,841.25

Balance to finish, including retainage: \$ 4,414.23

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

November 11, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

11/14/2022

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@Ankenylowa.gov Phone: (515) 963-3536 Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 288,744.52

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

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

October 31, 2022
Project No: 0000211008-010
Invoice No: 142437
Due Date: November 30, 2022

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

Professional Services from September 25, 2022 to October 29, 2022

Phase	500	Final Design
Task	501	Final Design and Plans

	Hours	Rate	Amount	
Project Manager I	13.50	185.00	2,497.50	
Engineer I	127.50	125.00	15,937.50	
Engineer II	90.00	155.00	13,950.00	
Engineering Technician I	31.25	115.00	3,593.75	
Engineering Technician II	51.50	135.00	6,952.50	
Project Manager II	61.00	230.00	14,030.00	
Totals	374.75		56,961.25	
Total Labor				56,961.25
			Total this Task	\$56,961.25

Task	512	Traffic Signal Design		

Phase	700	Survey Services			
Task	701	Survey Services (General)			
					</

Mileage (.90 p/mile) 9.00

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	142437
			Total this Task	\$549.00
			Total this Phase	\$549.00

Phase	850	Project Management and Coordination		

Task	851	Project Management and Coordination		
			Hours	Rate
			Amount	
Project Manager II			31.50	230.00
	Totals		31.50	7,245.00
	Total Labor			7,245.00
			Total this Task	\$7,245.00
			Total this Phase	\$7,245.00

Phase	950	Subconsultants and Fees		

Task	962	Subsurface Utility Investigation		
Consultants				
Miovision Technologies Inc.			2,016.00	
Halbrook Excavating			21,000.00	
	Total Consultants		23,016.00	23,016.00
			Total this Task	\$23,016.00
			Total this Phase	\$23,016.00

			Current	Prior
			To-Date	
Total Billings		91,841.25	288,744.52	380,585.77
Contract Limit (not-to-exceed)				385,000.00
Contract Limit Remaining				4,414.23
			Total Due this Invoice	\$91,841.25

November 11, 2022



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

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 8
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the eighth progress report for the above referenced project and covers work through October 29, 2022. Work related to this project through this period includes final design and final plans, submittal of check plans, utility coordination and relocation reviews, subsurface utility investigation and surveying, sports complex sign design, water main design and meeting, lighting design, fiber optics design changes, and project administration.

We are currently working on finalizing the plans per the City's comments, utility relocation coordination, and submittal of the final plans to QuestCDN. Final plans will be completed by November 18, 2022 and the project letting will be held on December 13, 2022.

We're excited to continue to work with the City of Ankeny on this important project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$21,080.25 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 968.3968.4210 **Finance Project #** 968.4210
Vendor Project or Invoice #: 2022000919-000 **PO #** N/A
Original Contract Date: July 19, 2022 **Vendor #** 2183

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: September 25, 2022 Through: October 29, 2022

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	102,600.00	
Total completed and stored to date:	\$	65,502.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	65,502.00	
Less previous applications for payment:	\$	44,421.75	
SUBTOTAL	\$		21,080.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 21,080.25

Balance to finish, including retainage: \$ 37,098.00

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:

McClure Engineering Company

Firm Name

Signature

Date

October 7, 2022

City of Ankeny Staff Approval:

Signature

Date

11/7/2022

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail: MGrgrich@AnkenyIowa.gov

Phone: (515) 963-3549

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 44,421.75

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

October 7, 2022



Mr. Matt Grgurich
Civil Engineer I
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 4
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the fourth progress report for the above referenced project and covers work through October 29, 2022. Work related to this project through this period includes addressing the City's comments from the 60% plan submittal, final design, additional survey field work, and project administration.

Looking forward, we are continuing with the final design on the project and will submit check plans to the City by December 5th. There is also a Project Information Meeting scheduled on November 15th.

We're excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

A handwritten signature in blue ink that reads "Colton Hoffmann".

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



1360 NW 121st Street
Clive, IA 50325

Matt Grgurich
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

October 31, 2022
Project No: 2022000919-000
Invoice No: 142547
Due Date: November 30, 2022

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from September 25, 2022 to October 29, 2022

Phase 500 Final Design

	Hours	Rate	Amount	
Engineer I	62.50	125.00	7,812.50	
Engineer II	31.50	155.00	4,882.50	
Engineering Technician II	37.00	135.00	4,995.00	
Project Manager II	4.50	230.00	1,035.00	
Totals	135.50		18,725.00	
Total Labor				18,725.00
			Total this Phase	\$18,725.00

Phase 850 Project Management and Coordination

	Hours	Rate	Amount	
Engineer II	7.00	155.00	1,085.00	
Project Manager II	4.00	230.00	920.00	
Totals	11.00		2,005.00	
Total Labor				2,005.00
			Total this Phase	\$2,005.00

Phase 900 Additional Services

	Hours	Rate	Amount	
Project Manager I	.75	185.00	138.75	
Crew Chief	1.50	135.00	202.50	
Totals	2.25		341.25	
Total Labor				341.25

Mileage (.90 p/mile) 9.00
Total this Phase \$350.25

Project	2022000919-000	Ankeny SW State Street Reconstruction -		Invoice	142547
		Current	Prior	To-Date	
Total Billings		21,080.25	44,421.75	65,502.00	
Contract Limit (not-to-exceed)				102,600.00	
Contract Limit Remaining				37,098.00	
			Total Due this Invoice		\$21,080.25



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$9,910.40 to Priority Excavating LLC, for construction services on the N Ankeny Blvd Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Priority Excavating LLC
Address: 9550 Hickman Road, Suite 101, Clive, IA 50325
Finance Budget Code: 614.3614.4450 **Finance Project #** 614.4450
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: May 2, 2022 **Vendor #** 4957

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 24, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	119,332.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	119,332.00	
Total completed and stored to date:	\$	109,642.00	
Retainage: 5 % of Completed Work:	\$	5,482.10	
Total Earned less Retainage:	\$	104,159.90	
Less previous applications for payment:	\$	94,249.50	
SUBTOTAL	\$	9,910.40	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,910.40

Balance to finish, including retainage: \$ 15,172.10

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.

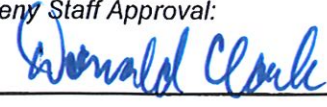
Construction Contractor Approval: Priority Excavating LLC

Signature:  Firm Name: _____ Date: Nov 10 - 2022

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Signature:  Firm Name: _____ Date: November 10, 2022

City of Ankeny Staff Approval:

Signature:  Date: 11/11/22

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
E-mail: dclark@Ankenylowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 3, 2022	\$ 94,249.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 94,249.50

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Water Main, Trenched, PVC, 12"	LF	376		376.00	\$87.00	\$ 32,712.00	376.00	\$ 32,712.00	-	100.00%
2	Water Main, Trenchless, Restrained Joint, PVC, 12"	LF	167		167.00	\$135.00	\$ 22,545.00	167.00	\$ 22,545.00	-	100.00%
3	Fitting, Bend, 12"	EA	3		3.00	\$1,240.00	\$ 3,720.00	3.00	\$ 3,720.00	-	100.00%
4	Fitting, Plug, 12"	EA	1		1.00	\$835.00	\$ 835.00	1.00	\$ 835.00	-	100.00%
5	Fitting, Solid Sleeve, 12"	EA	1		1.00	\$1,220.00	\$ 1,220.00	1.00	\$ 1,220.00	-	100.00%
6	Alternate Fire Hydrant Assembly	EA	1		1.00	\$6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	-	100.00%
7	Connect to Existing, 12" Water Main, Sta. 0+24.08	EA	1		1.00	\$6,900.00	\$ 6,900.00	1.00	\$ 6,900.00	-	100.00%
8	Connect to Existing, 12" Water Main, Sta. 5+66.87	EA	1		1.00	\$6,900.00	\$ 6,900.00	1.00	\$ 6,900.00	-	100.00%
9	Temporary Traffic Control	LS	1		1.00	\$1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	100.00%
10	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	AC	0.1		0.10	\$25,000.00	\$ 2,500.00		\$ -	0.10	0.00%
11	Filter Sock	LF	200		200.00	\$5.00	\$ 1,000.00	362.00	\$ 1,810.00	(162.00)	181.00%
12	Construction Survey	LS	1		1.00	\$8,000.00	\$ 8,000.00		\$ -	1.00	0.00%
13	Mobilization	LS	1		1.00	\$25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	-	100.00%
14					-		\$ -		\$ -	-	0.00%
15					-		\$ -		\$ -	-	0.00%
16					-		\$ -		\$ -	-	0.00%
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74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 119,332.00

\$ 109,642.00

91.88%



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$6,887.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35 47.3% 694.3694.4210
Finance Project # 82.6% 696.6966.4210
Vendor Project or Invoice #: 31416 52336 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 3960

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: October 1, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	161,380.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	161,380.25	
Less previous applications for payment:	\$	154,492.50	
SUBTOTAL	\$		6,887.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,887.75

Balance to finish, including retainage: \$ 61,989.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

Signature *By M. Pierce* Date November 9, 2022

City of Ankeny Staff Approval:

Signature *Becky Ford* Date 11/9/2022

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

November 10, 2022

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

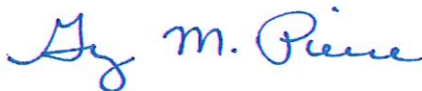
Ms. Ford:

This letter accompanies RDG Invoice #52336 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Site field visits
3. Iowa River Restoration Toolbox analyses
4. Coordination with Iowa Department of Natural Resources
5. Development of design development design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 154,492.50

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$1,933.25 to RedBud LLC for work on the 2022 Native Vegetation Maintenance project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Native Vegetation Maintenance
Contractor: RedBud LLC
Address: 1208 East 20th Court Des Moines, IA 50317
Finance Budget Code: 580.3580.4227 Finance Project #: 580.4227
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: January 3, 2022 Vendor #: 008509

Date of Council Meeting: November 21, 2022 PAYMENT REQUEST #: 6
PAYMENT PERIOD: From: October 3, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	27,195.00	
Net change by Change Orders:	\$	11,530.00	
Contract Amount to Date: (line 1 ± 2)	\$	38,725.00	
Total completed and stored to date:	\$	34,046.00	
Retainage: 5 % of Completed Work:	\$	1,702.30	
Total Earned less Retainage:	\$	32,343.70	
Less previous applications for payment:	\$	30,410.45	
SUBTOTAL	\$	1,933.25	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,933.25

Balance to finish, including retainage: \$ 6,381.30

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: RedBud LLC

Signature: Anne Mino
Firm Name

Date: 11/8/2022

Engineer / Consultant Approval:

Signature: _____
Firm Name

Date: _____

City of Ankeny Staff Approval:

Signature: Becky Ford

Date: 11/8/2022

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail: bford@Ankenylowa.gov Phone: (515) 963-3526 Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY 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
SVM Magazine Bioswales														
1.1	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -	4.00	4.00	\$ 480.00	0.00	100.00%
1.2	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	900		900.00	\$ 6.00	\$ 5,400.00		\$ -	900.00	900.00	\$ 3,780.00	0.00	100.00%
1.3	TRIM AROUND BIOSWALES	Ea.	24	(19.44)	4.56	\$ 45.00	\$ 205.00		\$ -		0.00	\$ -	4.56	100.00%
1.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -	4.00	4.00	\$ 480.00	0.00	100.00%
WEST FIRST STREET BIOSWALES														
2.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	3.4		3.40	\$ 205.00	\$ 697.00		\$ -	3.40	3.40	\$ 697.00	0.00	100.00%
2.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -	3.40	3.40	\$ 408.00	0.00	100.00%
2.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	3.4		3.40	\$ 205.00	\$ 697.00		\$ -	3.40	3.40	\$ 697.00	0.00	100.00%
2.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	200		200.00	\$ 6.00	\$ 1,200.00		\$ -	200.00	200.00	\$ 840.00	0.00	100.00%
2.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -	3.40	3.40	\$ 408.00	0.00	100.00%
2.6	TRIM AROUND BIOSWALES	Ea.	15		15.00	\$ 45.00	\$ 675.00	5.00	\$ 225.00	10.00	15.00	\$ 675.00	0.00	100.00%
FIRE DEPARTMENT #2 BIOSWALE														
3.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.7		1.70	\$ 205.00	\$ 348.50		\$ -	1.70	1.70	\$ 348.50	0.00	100.00%
3.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -	1.70	1.70	\$ 204.00	0.00	100.00%
3.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.7		1.70	\$ 205.00	\$ 348.50		\$ -	1.70	1.70	\$ 348.50	0.00	100.00%
3.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	100		100.00	\$ 6.00	\$ 600.00		\$ -	100.00	100.00	\$ 420.00	0.00	100.00%
3.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -	1.70	1.70	\$ 204.00	0.00	100.00%
3.6	TRIM AROUND BIOSWALES	Ea.	3		3.00	\$ 45.00	\$ 135.00		\$ -		0.00	\$ -	3.00	0.00%
NW STATE STREET BIOSWALES														
4.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5.2		5.20	\$ 205.00	\$ 1,066.00		\$ -	5.20	5.20	\$ 1,066.00	0.00	100.00%
4.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -	5.20	5.20	\$ 624.00	0.00	100.00%
4.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5.2		5.20	\$ 205.00	\$ 1,066.00		\$ -	5.20	5.20	\$ 1,066.00	0.00	100.00%
4.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	310		310.00	\$ 6.00	\$ 1,860.00		\$ -	310.00	310.00	\$ 1,302.00	0.00	100.00%
4.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -	5.20	5.20	\$ 624.00	0.00	100.00%
4.6	TRIM AROUND BIOSWALES	Ea.	12		12.00	\$ 45.00	\$ 540.00	4.00	\$ 180.00	8.00	12.00	\$ 540.00	0.00	100.00%
BASINS NORTH OF ASHLAND ELEMENTARY														
5.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	AC.	1.2		1.20	\$ 550.00	\$ 660.00		\$ -	1.20	1.20	\$ 660.00	0.00	100.00%
5.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -	1.20	1.20	\$ 780.00	0.00	100.00%
5.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -	1.20	1.20	\$ 780.00	0.00	100.00%
ART CENTER														
6.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.2		1.20	\$ 205.00	\$ 246.00		\$ -	1.20	1.20	\$ 246.00	0.00	100.00%
6.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.2		1.20	\$ 205.00	\$ 246.00		\$ -	1.20	1.20	\$ 246.00	0.00	100.00%
6.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -	1.20	1.20	\$ 144.00	0.00	100.00%
6.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -	1.20	1.20	\$ 144.00	0.00	100.00%
ALTERNATE - HORIZON PARK														
7.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5		5.00	\$ 205.00	\$ 1,025.00		\$ -	5.00	5.00	\$ 1,025.00	0.00	100.00%
7.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5		5.00	\$ 205.00	\$ 1,025.00		\$ -	5.00	5.00	\$ 1,025.00	0.00	100.00%
7.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -	5.00	5.00	\$ 600.00	0.00	100.00%
7.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -	5.00	5.00	\$ 600.00	0.00	100.00%
7.5	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	120		120.00	\$ 6.00	\$ 720.00		\$ -	120.00	120.00	\$ 504.00	0.00	100.00%
7.6	TRIM AROUND PLANTING BEDS	Ea.	24	(24.00)	0.00	\$ 45.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
CHANGE ORDER ITEMS														
12.1	Deer Creek - Winter Mow	LS		1.00	1.00	\$ 650.00	\$ 650.00	1.00	\$ -	1.00	1.00	\$ 650.00	0.00	100.00%
12.2	Deer Creek - Spring Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00	1.00	\$ -	1.00	1.00	\$ 325.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY 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
12.3	Deer Creek - Fall Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00		-	1.00	1.00	\$ 325.00	0.00	100.00%
12.4	PSB - Late Spring Mow	LS		1.00	1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
12.5	PSB - Summer Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00	1.00	\$ 180.00		1.00	\$ 180.00	0.00	100.00%
12.6	PSB - Fall Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00	1.00	\$ 180.00		1.00	\$ 180.00	0.00	100.00%
12.7	PSB - Fall Over Seed	LS		1.00	1.00	\$ 975.00	\$ 975.00	1.00	\$ 975.00		1.00	\$ 975.00	0.00	100.00%
12.8	Summerbrook Park - Winter Mow/Cut	LS		1.00	1.00	\$ 225.00	\$ 225.00		-	1.00	1.00	\$ 225.00	0.00	100.00%
12.9	Summerbrook Park - Spring Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		-	1.00	1.00	\$ 165.00	0.00	100.00%
12.10	Summerbrook Park - Plants	Ea.		25.00	25.00	\$ 6.00	\$ 150.00		-	25.00	25.00	\$ 150.00	0.00	100.00%
12.11	Summerbrook Park - Fall Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		-	1.00	1.00	\$ 165.00	0.00	100.00%
12.12	Summerbrook Park - Limestone Edge Reset	LS		1.00	1.00	\$ 350.00	\$ 350.00		-	1.00	1.00	\$ 350.00	0.00	100.00%
12.13	IV, First St & Ivydale Bioswale - Winter Mow	LS		1.00	1.00	\$ 205.00	\$ 205.00		-	1.00	1.00	\$ 205.00	0.00	100.00%
12.14	IV, First St & Ivydale Bioswale - Spring Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		-	1.00	1.00	\$ 65.00	0.00	100.00%
12.15	IV, First St & Ivydale Bioswale - Plants	Ea.		1.00	1.00	\$ 100.00	\$ 100.00		-	1.00	1.00	\$ 100.00	0.00	100.00%
12.16	IV, First St & Ivydale Bioswale - Spring Mow	LS		20.00	20.00	\$ 6.00	\$ 120.00		-	20.00	20.00	\$ 84.00	0.00	100.00%
12.17	IV, First St & Ivydale Bioswale - Fall Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		-	1.00	1.00	\$ 65.00	0.00	100.00%
12.18	IV, First St & Ivydale Bioswale - Trim Around	Ea.		3.00	3.00	\$ 45.00	\$ 135.00	1.00	\$ 45.00	2.00	3.00	\$ 135.00	0.00	100.00%
12.19	SVI Magazine Bioswales - Mowing	1000 SF		4.00	4.00	\$ 205.00	\$ 820.00		-	4.00	4.00	\$ 820.00	0.00	100.00%
12.20	SVI Magazine Bioswales - Rototill	SF		4,000.00	4,000.00	\$ 0.25	\$ 1,000.00		-	4,000.00	4,000.00	\$ 1,000.00	0.00	100.00%
12.21	SVI Magazine Bioswales - Mulch	SF		4,000.00	4,000.00	\$ 0.82	\$ 3,280.00		-	4,000.00	4,000.00	\$ 3,280.00	0.00	100.00%
12.22	SVI Magazine Bioswales - Straw Blanket	SF		4,000.00	4,000.00	\$ 0.20	\$ 800.00		-	4,000.00	4,000.00	\$ 800.00	0.00	100.00%
12.23	SVI Magazine Bioswales - Excavate & Repair	LS		1.00	1.00	\$ 1,000.00	\$ 1,000.00		-		0.00	\$ -	1.00	0.00%
12.24	SVI Magazine Bioswales - Chemical & Hand weeding	LS		1.00	1.00	\$ 875.00	\$ 875.00		-	1.00	1.00	\$ 756.00	0.00	100.00%
12.25	SVI Magazine Bioswales - Additional Plugs	Ea		180.00	180.00	\$ 6.00	\$ 1,080.00		-	180.00	180.00	\$ 756.00	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK							CONTRACT = \$ 38,725.00	PAY PERIOD = \$ 2,035.00			COMPLETED = \$ 34,046.00			87.92%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 5,198.88
2	June 20, 2022	\$ 3,605.25
3	September 6, 2022	\$ 12,045.43
4	September 19, 2022	\$ 4,524.37
5	October 17, 2022	\$ 5,036.52
6	November 7, 2022	
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 30,410.45

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 4,630.00
2	June 20, 2022	\$ 6,900.00
3	September 19, 2022	\$ -
4	October 17, 2022	\$ -
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CHANGE ORDER TOTAL = \$ 11,530.00

Contract Time Remaining

Contract Completion Date: May 19, 2023
Construction Start Date:

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of \$284,168.06 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Company, Inc.
Address: 110 E Main PO BOX 99 Ossian, IA 52161
Finance Budget Code: 970.3970.4451 **Finance Project Code:** 970.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 15, 2020 **Vendor #** 6038

Date of Council Meeting: November 21, 2022

PAY REQUEST # 16

PAYMENT PERIOD From: October 1, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount: \$ 5,156,005.75
Net change by Change Orders: \$ 57,326.00
Contract Amount to Date: (line 1 ± 2) \$ 5,213,331.75

Total completed and stored to date: \$ 4,761,943.48
Retainage: 0% of Completed Work: \$ 30,000.00 (\$30,000.00 max)
Total Earned less Retainage: \$ 4,731,943.48
Less previous applications for payment: \$ 4,447,775.44 **42 AL**
SUBTOTAL \$ 284,168.04 **06 AL**

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE

\$ -
\$ 284,168.04 **06 AL**

Balance to finish, including retainage: \$ 481,388.27

Contract Time Remaining (If applicable): -16 of 130 Working Days (2022 Construction)

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: Reilly Construction Company, Inc.


Signature

Firm Name

11-11-22
Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Bradley D. Hopkey

Signature

Firm Name

Digitally signed by Bradley D. Hopkey
DN: cn=Bradley D. Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division,
c=US
Reason: I am approving this document
Date: 2022.11.11 13:45:54-06'00'

11/11/2022
Date

City of Ankeny Staff Approval:


Signature

11/11/22
Date

Submit to: Adam Lust, PE | Public Works Engineering Manager

E-mail: ALust@Ankenylowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535



City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1584

PAY APPLICATION 16

v2.4

Project Title: West First St Widening & Improvements - Phase 1	
Project Number:	STBG-SWAP-0187(643)-SG-77
Purchase Order Number:	CS-TSF-0187(643)-85-77
Contract Date:	12/15/2020
Original Contract Amount:	\$5,156,005.75
Notice to Proceed Date:	
Estimated Completion Date:	9/24/2022
Pay Period:	10/1/2022 to 10/31/2022
Pay Application Number:	16
Date:	11/2/2022
Contract ID:	77-0187-643

Contractor: Reilly Construction Company, Inc.

110 E Main

PO BOX 99

Ossian, IA 52161

Division 1: STBG-SWAP-0187(643)-SG-77

Division 2: CS-TSF-0187(643)-85-77

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (%)
1	2101-0850002	CLEARING AND GRUBBING	UNIT	628.0		\$55.00	\$34,540.00	\$0.00	623.4	0.0	\$34,287.00	\$0.00	\$34,287.00	
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	508.0		\$15.00	\$7,620.00	\$0.00	578.0	0.0	\$8,670.00	\$0.00	\$8,670.00	
3	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	7512.0		\$15.00	\$112,680.00	\$0.00	8318.0	0.0	\$124,770.00	\$0.00	\$124,770.00	
4	2105-0420005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		\$30.00	\$39,330.00	\$0.00	811.0	0.0	\$24,330.00	\$0.00	\$24,330.00	
5	2115-0100000	MODIFIED SUBBASE	CY	3,654	505	\$50.00	\$182,700.00	\$28,250.00	3345.2	965.0	\$167,250.00	\$28,250.00	\$195,500.00	
6	2128-7450020	SHOULDER FINISH, EARTH	STA	134.00		\$125.00	\$16,750.00	\$0.00	124.25	0.00	\$15,531.25	\$0.00	\$15,531.25	
7	2215-0745500	REMOVAL OF CURB	STA	20.85		\$600.00	\$12,480.00	\$0.00	21.00	0.00	\$12,600.00	\$0.00	\$12,600.00	
8	2301-1030070	STANDARD SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		\$51.00	\$69,255.00	\$0.00	1274.9	0.0	\$77,770.12	\$0.00	\$77,770.12	
9	2301-1030080	STANDARD SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,817.0		\$51.00	\$200,337.00	\$0.00	2102.7	0.0	\$133,754.70	\$0.00	\$133,754.70	
10	2301-1030090	STANDARD SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,380.0	\$58.00	\$786,480.00	\$196,020.00	1486.7	3390.0	\$862,267.44	\$196,622.32	\$1,058,889.76	
11	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.95	0.00	\$2,375.00	\$0.00	\$2,375.00	
12	2301-7000110	PAY ADJ./D-PCC PAV'T THICKNESS	EACH	16,950.0		\$1.00	\$16,950.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00	
13	2304-0101000	TEMPORARY PAVEMENT	SY	3,401.0		\$45.00	\$153,045.00	\$0.00	3308.9	0.0	\$148,900.50	\$0.00	\$148,900.50	
14	2312-0260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		\$35.00	\$13,475.00	\$0.00	39.5	0.0	\$1,382.50	\$0.00	\$1,382.50	
15	2401-6745324	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		\$750.00	\$6,000.00	\$0.00	10	0	\$7,500.00	\$0.00	\$7,500.00	
16	2419-0100018	APPROXS. CONCRETE, 18 IN. DIA.	EACH	1		\$2,500.00	\$2,500.00	\$0.00	1	0	\$2,500.00	\$0.00	\$2,500.00	Y
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		\$5,500.00	\$22,000.00	\$0.00	4	0	\$22,000.00	\$0.00	\$22,000.00	Y
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		\$7,500.00	\$22,500.00	\$0.00	3	0	\$22,500.00	\$0.00	\$22,500.00	Y
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		\$9,500.00	\$38,000.00	\$0.00	4	0	\$38,000.00	\$0.00	\$38,000.00	Y
20	2435-0140186	MANHOLE, STORM SEWER, SW-401, 84 IN	EACH	1		\$14,500.00	\$14,500.00	\$0.00	1	0	\$14,500.00	\$0.00	\$14,500.00	Y
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (700)	EACH	1		\$17,400.00	\$17,400.00	\$0.00	1	0	\$17,400.00	\$0.00	\$17,400.00	Y
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (700)	EACH	1		\$25,000.00	\$25,000.00	\$0.00	1	0	\$25,000.00	\$0.00	\$25,000.00	Y

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (%)
23	2435-0250100	INTAKE, SW-501	EACH	8		\$3,800.00	\$30,400.00	\$0.00	7	0	\$26,600.00	\$0.00	\$26,600.00	Y
24	2435-0250310	INTAKE, SW-503 MODIFIED 1	EACH	6		\$7,500.00	\$45,000.00	\$0.00	6	0	\$45,000.00	\$0.00	\$45,000.00	Y
25	2435-0250310	INTAKE, SW-503 MODIFIED 2	EACH	1		\$12,200.00	\$12,200.00	\$0.00	1	0	\$12,200.00	\$0.00	\$12,200.00	Y
26	2435-0250500	INTAKE, SW-505	EACH	4		\$6,000.00	\$24,000.00	\$0.00	4	0	\$24,000.00	\$0.00	\$24,000.00	Y
27	2435-0250600	INTAKE, SW-506	EACH	4		\$9,000.00	\$36,000.00	\$0.00	4	0	\$36,000.00	\$0.00	\$36,000.00	Y
28	2435-0250610	INTAKE, SW-508 MODIFIED 1	EACH	5		\$11,000.00	\$55,000.00	\$0.00	3	0	\$33,000.00	\$0.00	\$33,000.00	
29	2435-0250610	INTAKE, SW-508 MODIFIED 2	EACH	8		\$18,500.00	\$148,000.00	\$0.00	9	0	\$166,500.00	\$0.00	\$166,500.00	Y
30	2435-0251100	INTAKE, SW-511	EACH	2		\$4,500.00	\$9,000.00	\$0.00	2	0	\$9,000.00	\$0.00	\$9,000.00	
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27		\$1,800.00	\$48,600.00	\$0.00	9	0	\$16,200.00	\$0.00	\$16,200.00	
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	8		\$2,500.00	\$20,000.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00	
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6		\$2,200.00	\$13,200.00	\$0.00	1	0	\$2,200.00	\$0.00	\$2,200.00	Y
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3		\$2,900.00	\$8,700.00	\$0.00	3	0	\$8,700.00	\$0.00	\$8,700.00	
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2		\$2,500.00	\$5,000.00	\$0.00	3	0	\$7,500.00	\$0.00	\$7,500.00	
36	2503-0114212	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 12"	LF	58.0		\$135.00	\$7,500.00	\$0.00	46.0	0.0	\$6,210.00	\$0.00	\$6,210.00	
37	2503-0114215	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 15"	LF	502.0		\$130.00	\$65,260.00	\$0.00	377.0	0.0	\$49,010.00	\$0.00	\$49,010.00	
38	2503-0114218	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 18"	LF	141.0		\$160.00	\$22,560.00	\$0.00	156.0	0.0	\$24,960.00	\$0.00	\$24,960.00	
39	2503-0114224	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 24"	LF	247.0		\$165.00	\$40,755.00	\$0.00	221.0	0.0	\$36,465.00	\$0.00	\$36,465.00	
40	2503-0114230	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 30"	LF	459.0		\$135.00	\$61,965.00	\$0.00	459.0	0.0	\$61,965.00	\$0.00	\$61,965.00	Y
41	2503-0114236	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 36"	LF	464.0		\$170.00	\$78,880.00	\$0.00	476.0	0.0	\$80,920.00	\$0.00	\$80,920.00	
42	2503-0114242	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0		\$165.00	\$53,295.00	\$0.00	320.0	0.0	\$50,800.00	\$0.00	\$50,800.00	
43	2503-0114248	STORM SWR C-MAIN, TRENCHED, RCP 2000D, 48"	LF	642.0		\$215.00	\$138,030.00	\$0.00	642.0	0.0	\$138,030.00	\$0.00	\$138,030.00	Y
44	2503-0200036	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	1,576		\$40.00	\$63,040.00	\$0.00	1801	0	\$72,040.00	\$0.00	\$72,040.00	
45	2503-0200341	STORM SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358		\$35.00	\$82,530.00	\$0.00	2160	0	\$75,600.00	\$0.00	\$75,600.00	
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		\$10,500.00	\$1,470,000.00	\$0.00	178.0	0.0	\$1,869,000.00	\$0.00	\$1,869,000.00	
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556		\$70.00	\$38,920.00	\$0.00	126	0	\$8,820.00	\$0.00	\$8,820.00	
48	2504-0200406	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170		\$75.00	\$12,750.00	\$0.00	490	0	\$36,750.00	\$0.00	\$36,750.00	
49	2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	105		\$35.00	\$3,675.00	\$0.00	522	0	\$18,270.00	\$0.00	\$18,270.00	
50	2504-0240036	SANITARY SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	672		\$15.00	\$10,080.00	\$0.00	101	0	\$1,515.00	\$0.00	\$1,515.00	
51	2510-0745690	REMOVAL OF PAVEMENT	SY	20126.0		\$2.00	\$40,252.00	\$0.00	19891.1	0.0	\$39,762.18	\$0.00	\$39,762.18	
52	2510-0750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	46.0		\$1,250.00	\$57,500.00	\$0.00	47.0	0.0	\$58,750.00	\$0.00	\$58,750.00	
53	2511-0745900	REMOVAL OF SIDEWALK	SY	4446.0		\$3.00	\$13,338.00	\$0.00	4390.9	0.0	\$13,172.82	\$0.00	\$13,172.82	
54	2511-0750604	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	286.0	\$37.00	\$42,402.00	\$10,980.00	1146.0	76.0	\$42,402.00	\$2,810.15	\$45,212.15	
55	2511-0750605	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	\$40.00	\$80,200.00	\$20,000.00	1994.4	500.0	\$79,775.20	\$20,000.00	\$99,775.20	
56	2511-0750606	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	96.0	\$44.00	\$17,336.00	\$4,356.00	394.0	121.9	\$17,336.00	\$5,364.48	\$22,700.48	
57	2511-0752910	DETECTABLE WARNINGS	SF	452	113	\$46.00	\$20,792.00	\$5,186.00	390	98	\$17,957.48	\$4,526.86	\$22,484.34	
58	2512-0750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		\$38.00	\$5,624.00	\$0.00	132.0	0.0	\$5,016.00	\$0.00	\$5,016.00	
59	2515-0475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	80.0	\$44.00	\$14,168.00	\$3,520.00	322.0	56.9	\$14,168.00	\$2,503.60	\$16,671.60	
60	2515-0475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	\$47.00	\$79,618.00	\$19,928.00	1834.3	424.0	\$86,213.96	\$19,928.00	\$106,141.96	
61	2515-0475600	REMOVAL OF PAVED DRIVEWAY	SY	2,994.0		\$3.00	\$8,982.00	\$0.00	2232.9	0.0	\$6,698.58	\$0.00	\$6,698.58	
62	2516-0625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	78.0		\$450.00	\$35,100.00	\$0.00	76.8	0.0	\$34,512.00	\$0.00	\$34,512.00	
63	2519-1002048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	88.0		\$50.00	\$4,400.00	\$0.00	88.0	0.0	\$4,400.00	\$0.00	\$4,400.00	Y
64	2519-0200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0		\$24.00	\$2,736.00	\$0.00	125.0	0.0	\$3,000.00	\$0.00	\$3,000.00	
65	2524-0765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52		\$250.00	\$13,000.00	\$0.00	26	0	\$6,500.00	\$0.00	\$6,500.00	
66	2524-0765110	REMOVAL OF TYPE A SIGN	EACH	1		\$200.00	\$200.00	\$0.00	29	0	\$5,800.00	\$0.00	\$5,800.00	
67	2524-0827510	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4 IN	LF	352.0		\$15.00	\$5,280.00	\$0.00	434.0	0.0	\$6,510.00	\$0.00	\$6,510.00	

BID ITEMS														
Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (%)
68	2524-6325001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		\$50.00	\$650.00	\$0.00	171	0	\$8,535.00	\$0.00	\$8,535.00	
69	2525-0200100	TRAFFIC SIGNALIZATION	LS		1.00	\$315,000.00	\$0.00	\$315,000.00	0.00	0.75	\$0.00	\$235,935.00	\$235,935.00	
70	2527-9203109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.80		\$40.00	\$5,744.00	\$0.00	277.30	0.00	\$11,092.00	\$0.00	\$11,092.00	
71	2527-9203117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	\$80.00	\$8,488.00	\$2,120.00	126.32	26.50	\$10,265.00	\$2,120.00	\$12,385.00	
72	2527-9203131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		\$120.00	\$12,516.00	\$0.00	83.38	0.00	\$10,005.00	\$0.00	\$10,005.00	
73	2527-9203137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		\$80.00	\$720.00	\$0.00	20	0	\$1,600.00	\$0.00	\$1,600.00	
74	2527-9203143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	\$130.00	\$1,820.00	\$1,560.00	14	12	\$1,820.00	\$1,560.00	\$3,380.00	Y
75	2527-9203152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		\$250.00	\$2,000.00	\$0.00	3	0	\$750.00	\$0.00	\$750.00	
76	2527-9203180	PAVEMENT MARKINGS REMOVED	STA	158.00		\$30.00	\$4,740.00	\$0.00	158.00	0.00	\$4,740.00	\$0.00	\$4,740.00	Y
77	2527-9203190	SYMBOLS AND LEGENDS REMOVED	EACH	14		\$1,400.00	\$19,600.00	\$0.00	17	0	\$1,700.00	\$0.00	\$1,700.00	
78	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	26.5	\$41.00	\$4,350.10	\$1,086.50	126.32	26.50	\$5,261.12	\$1,086.50	\$6,347.62	Y
79	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	\$1,200.00	\$16,800.00	\$14,400.00	14	12	\$17,600.00	\$15,600.00	\$33,200.00	Y
80	2528-2516000	SAFETY CLOSURE	EACH	44		\$200.00	\$8,800.00	\$0.00	48	0	\$9,600.00	\$0.00	\$9,600.00	Y
81	2528-1610000	NO EXCLUDE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 16, 2021	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	1.00	0.00	\$60,000.00	\$0.00	\$60,000.00	
82	2528-1610000	NO EXCLUDE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 2022	LS	1.00		\$50,000.00	\$50,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
83	2528-8445110	TRAFFIC CONTROL	LS	1.00		\$59,550.00	\$59,550.00	\$0.00	0.80	0.00	\$47,640.00	\$0.00	\$47,640.00	
84	2528-8445113	FLAGGERS	EACH	100.0		\$605.00	\$60,500.00	\$0.00	14.0	0.0	\$8,470.00	\$0.00	\$8,470.00	Y
85	2528-4109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		\$12.00	\$18,132.00	\$0.00	1511	0	\$18,132.00	\$0.00	\$18,132.00	Y
86	2528-4200050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70		\$100.00	\$7,000.00	\$0.00	96	0	\$9,600.00	\$0.00	\$9,600.00	Y
87	2533-4890005	MOBILIZATION	LS	1.00		\$85,000.00	\$85,000.00	\$0.00	1.00	0.00	\$85,000.00	\$0.00	\$85,000.00	
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		\$150.00	\$15,300.00	\$0.00	58	0	\$8,700.00	\$0.00	\$8,700.00	
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		\$90.00	\$78,120.00	\$0.00	807	0	\$72,612.00	\$0.00	\$72,612.00	
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		\$15.00	\$14,130.00	\$0.00	3055	0	\$45,825.00	\$0.00	\$45,825.00	
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	465		\$35.00	\$17,325.00	\$0.00	664	0	\$23,236.50	\$0.00	\$23,236.50	
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		\$100.00	\$1,800.00	\$0.00	10	0	\$1,000.00	\$0.00	\$1,000.00	
93	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00	Y
94	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		\$600.00	\$600.00	\$0.00	1	0	\$600.00	\$0.00	\$600.00	
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00	Y
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		\$700.00	\$700.00	\$0.00	1	0	\$700.00	\$0.00	\$700.00	
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		\$1,100.00	\$6,600.00	\$0.00	5	0	\$5,500.00	\$0.00	\$5,500.00	
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		\$1,700.00	\$1,700.00	\$0.00	4	0	\$6,800.00	\$0.00	\$6,800.00	
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		\$2,800.00	\$2,800.00	\$0.00	2	0	\$5,600.00	\$0.00	\$5,600.00	
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		\$5,000.00	\$30,000.00	\$0.00	3	0	\$15,000.00	\$0.00	\$15,000.00	
101	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	11		\$6,400.00	\$70,400.00	\$0.00	10	0	\$64,000.00	\$0.00	\$64,000.00	
102	2554-0210300	VALVE BOX REPLACEMENT	EACH	22		\$700.00	\$15,400.00	\$0.00	6	0	\$4,200.00	\$0.00	\$4,200.00	
103	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
104	2559-9999005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		\$1,200.00	\$7,200.00	\$0.00	7	0	\$8,400.00	\$0.00	\$8,400.00	
105	2559-9999005	ROCK INLET FILTER	EACH	41		\$250.00	\$10,250.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
106	2559-9999005	SUBDRAIN CLEANOUT, PER PLAN	EACH	26		\$1,500.00	\$39,000.00	\$0.00	20	0	\$30,000.00	\$0.00	\$30,000.00	
107	2559-9999005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	97		\$300.00	\$29,100.00	\$0.00	87	0	\$26,100.00	\$0.00	\$26,100.00	
108	2559-9999005	WATER SERVICE STUB, TEMPORARY	EACH	14		\$1,800.00	\$25,200.00	\$0.00	2	0	\$3,600.00	\$0.00	\$3,600.00	
109	2559-9999009	HANDRAIL	LF	15.0		\$200.00	\$3,000.00	\$0.00	15.0	0.0	\$3,000.00	\$0.00	\$3,000.00	Y
110	2559-9999009	REMOVE WATER MAIN	LF	464.0		\$30.00	\$13,920.00	\$0.00	106.8	0.0	\$5,804.00	\$0.00	\$5,804.00	
111	2559-9999009	STORM SEWER SERVICE STUB	LF	278.0		\$50.00	\$13,900.00	\$0.00	214.0	0.0	\$10,700.00	\$0.00	\$10,700.00	

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (Y/N)
112	2599-9999009	SUBDRAIN, CORRUGATED PVC, TYPE 2, 8 IN.	LF	6,439.0		\$20.00	\$128,780.00	\$0.00	5779.0	0.0	\$114,380.00	\$0.00	\$114,380.00	
113	2599-9999009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		\$25.00	\$3,850.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00	
114	2599-9999010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	0.75	0.00	\$45,000.00	\$0.00	\$45,000.00	
115	2599-9999010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		\$17,500.00	\$17,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
116	2599-9999010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		\$1,000.00	\$1,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
117	2599-9999010	WATER SERVICE WITH BLOWOFF	LS	1.00		\$4,000.00	\$4,000.00	\$0.00	1.00	0.00	\$4,000.00	\$0.00	\$4,000.00	Y
118	2599-9999014	COMBINED CONCRETE STEPS AND RETAINING WALL	SF	85		\$150.00	\$12,750.00	\$0.00	85	0	\$12,750.00	\$0.00	\$12,750.00	Y
119	2599-9999014	DETECTABLE WARNINGS, TEMPORARY SIDEWALKS	SF	78		\$46.00	\$3,588.00	\$0.00	78	0	\$3,588.00	\$0.00	\$3,588.00	Y
120	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 6 IN	SY	14702.0	3380.0	\$1.50	\$22,053.00	\$5,065.00	14702.0	3380.0	\$22,053.00	\$5,065.00	\$27,118.00	
121	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		\$2.75	\$15,380.75	\$0.00	5768.5	0.0	\$15,866.15	\$0.00	\$15,866.15	
122	2599-9999018	TEMPORARY GRANULAR SIDEWALK	SY	375.0		\$20.00	\$7,500.00	\$0.00	106.7	0.0	\$2,135.80	\$0.00	\$2,135.80	
123	2601-26030100	MOWING	ACRE	5.0		\$125.00	\$625.00	\$0.00	1.0	0.0	\$125.00	\$0.00	\$125.00	
124	2601-2604105	MULCHING, BONDED FIBER MATRIX	ACRE	8.0		\$2,285.00	\$18,280.00	\$0.00	3.8	0.0	\$8,683.00	\$0.00	\$8,683.00	
125	2601-2606044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		\$1,590.00	\$2,370.00	\$0.00	2.2	0.0	\$3,476.00	\$0.00	\$3,476.00	
126	2601-2604210	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		\$550.00	\$2,750.00	\$0.00	3.6	0.0	\$1,996.50	\$0.00	\$1,996.50	
127	2602-00000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN DIA.	LF	7152.0		\$1.86	\$13,946.40	\$0.00	615.0	0.0	\$1,109.25	\$0.00	\$1,109.25	
128	2602-00000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		\$0.25	\$1,788.00	\$0.00	132.0	0.0	\$33.00	\$0.00	\$33.00	
129	2602-00000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$95.00	\$5,890.00	\$0.00	53	0	\$5,035.00	\$0.00	\$5,035.00	
130	2602-00000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
131	2602-00000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	33	0	\$660.00	\$0.00	\$660.00	
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		\$500.00	\$7,000.00	\$0.00	9	0	\$4,500.00	\$0.00	\$4,500.00	
CHANGE ORDER 1														
8001	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		\$111.00	\$15,318.00	\$0.00	138.0	0	\$15,318.00	\$0.00	\$15,318.00	
8002	2599-9999010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		\$2,000.00	\$2,000.00	\$0.00	1.0	0	\$2,000.00	\$0.00	\$2,000.00	
CHANGE ORDER 2														
8003	2599-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		\$655.00	\$1,300.00	\$0.00	2.0	0	\$1,300.00	\$0.00	\$1,300.00	
8004	2599-9999010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00	
8005	2599-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		\$652.00	\$1,304.00	\$0.00	2.0	0	\$1,304.00	\$0.00	\$1,304.00	
8006	2599-9999010	RELOCATE EXISTING WATER SERVICE	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00	
8007	2599-9999005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		\$1,463.00	\$1,463.00	\$0.00	1.0	0	\$1,463.00	\$0.00	\$1,463.00	
8008	2599-9999009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		\$52.00	\$1,092.00	\$0.00	21.0	0	\$1,092.00	\$0.00	\$1,092.00	
8009	2599-9999014	SPECIAL BACKFILL, FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		\$5.00	\$320.00	\$0.00	64.0	0	\$320.00	\$0.00	\$320.00	
CHANGE ORDER 3														
8010	2599-9999010	ROOF DRAIN CONNECTIONS TO SUBDRAIN	LS	1.0		\$2,830.00	\$2,830.00	\$0.00	1.0	0	\$2,830.00	\$0.00	\$2,830.00	
8011	2599-9999010	REMOVAL OF TAPPING SLEEVE AND VALVE	LS	1.0		\$8,248.00	\$8,248.00	\$0.00	1.0	0	\$8,248.00	\$0.00	\$8,248.00	
8012	2599-9999010	REMOVAL AND RE-INSTALLATION OF HANDRAIL	LS	1.0		\$500.00	\$500.00	\$0.00	1.0	0	\$500.00	\$0.00	\$500.00	
CHANGE ORDER 4														
8013	2599-9999010	TWO EXTRA 48X48 SIGNS	LS	1.0		\$440.00	\$440.00	\$0.00	1.0	0.0	\$440.00	\$0.00	\$440.00	
8014	2599-9999010	EXTRA SIGNS W/ PLAQUES AND DRUMS W/ RINGS	LS	1.0		\$2,272.00	\$2,272.00	\$0.00	1.0	0.0	\$2,272.00	\$0.00	\$2,272.00	
8015	2599-9999010	PEDESTRIAN DIVERSION	LS	1.0		\$5,087.00	\$5,087.00	\$0.00	1.0	0.0	\$5,087.00	\$0.00	\$5,087.00	
8016	2554-0132012	12" DUCTILE IRON PIPE	LF	71.0		\$162.00	\$11,502.00	\$0.00	71.0	0.0	\$11,502.00	\$0.00	\$11,502.00	
SUBTOTAL								\$614,505.50			\$4,234,951.57	\$526,991.91	\$4,761,943.48	



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$247.56 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 614.3614.4210 **Finance Project #** 614.4210
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: November 21 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: October 1, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	12,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	32,000.00	
Total completed and stored to date:	\$	30,960.83	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	30,960.83	
Less previous applications for payment:	\$	30,713.27	
SUBTOTAL	\$		247.56

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 247.56

Balance to finish, including retainage: \$ 1,039.17

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 18,221.02
2	June 6, 2022	\$ 1,430.35
3	July 5, 2022	\$ 850.75
4	September 6, 2022	\$ 1,376.32
5	October 3, 2022	\$ 2,083.91
6	November 7, 2022	\$ 6,750.92
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 30,713.27

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 12,300.00
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TOTAL \$ 12,300.00

Contract Time Remaining

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



Invoice

Invoice Number: 435982

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

**BILL TO:**

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

REMIT PAYMENT TO:

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

Pay This Amount \$247.56

Due Date	08-DEC-22
Invoice Date	08-NOV-22
Bill Through Date	29-OCT-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165976
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165976	ANKMU N Ankeny Blvd Water Main	N Ankeny Blvd Water Main - NE 41st St to Unity Pt

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 4.0 - Construction Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	1.00	\$199.73
Senior Admin Assistant	0.25	\$29.23
	1.25	\$228.96

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$18.60
	\$18.60

Task: 4.0 Total: \$247.56

Invoice total \$247.56



Invoice

Invoice Number: 435982

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

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$247.56	\$30,713.27	\$30,960.83



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$21,603.75 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: October 1, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	216,800.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	216,800.00
Total completed and stored to date:	\$	167,826.48
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	167,826.48
Less previous applications for payment:	\$	146,222.73
SUBTOTAL	\$	21,603.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 21,603.75

Balance to finish, including retainage: \$ 48,973.52

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Signature *Katrina L. Kinsley* Date November 9, 2022

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 11/11/22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 146,222.73

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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



Invoice

Invoice Number: 435983

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

**BILL TO:**

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

REMIT PAYMENT TO:

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

Pay This Amount	\$21,603.75
Due Date	08-DEC-22
Invoice Date	08-NOV-22
Bill Through Date	29-OCT-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

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

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Lead Project Representative	2.00	\$299.04
Senior Project Engineer	8.00	\$1,804.04
Senior Admin Assistant	0.25	\$33.01
	10.25	\$2,136.09

Task: 1.0 Total: \$2,136.09

Task: 3.0 - Final Design**Direct**

Personnel	Hours	Amount
Licensed Land Surveyor	8.50	\$1,309.35



Invoice

Invoice Number: 435983

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

Task: 3.0 - Final Design

Personnel	Hours	Amount
Senior Project Engineer	36.00	\$7,190.41
Staff Engineer	67.75	\$7,339.04
Survey Crew Chief	2.50	\$274.20
	114.75	\$16,113.00

Reimbursed - Consultants

Date	Consultant	Amount
Consultant - Soil Test/Drill		
18-OCT-22	Terracon	\$3,235.80
		\$3,235.80

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$39.06
Equip - Vehicles - Survey Vehicle (Hr)	\$9.80
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$70.00
	\$118.86

Task: 3.0 Total: \$19,467.66

Invoice total **\$21,603.75**

Project Billing Summary

	<u>Current Amount Due</u>	<u>Previously Invoiced</u>	<u>Cumulative</u>
Totals	\$21,603.75	\$146,222.73	\$167,826.48



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of \$26,221.65 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

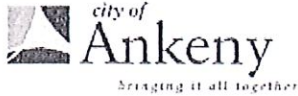
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting

11/21/22 AK
11/7/2022

PAYMENT REQUEST # 23

PAYMENT PERIOD: From: 09/19/22 through: 10/23/22

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	616,950.00	
Total completed and stored to date:	\$	507,182.29	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	507,182.29	
Less previous applications for payment:	\$	480,960.64	
SUBTOTAL	\$		26,221.65

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

CURRENT PAYMENT DUE \$ 26,221.65

Balance to finish, including retainage: \$ 109,767.71

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: **Phone:** **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
21	8/24/2022	\$ 30,580.51
22	9/21/2022	\$ 21,724.65
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TOTAL \$ 480,960.64

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
3		
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20		
TOTAL		\$ <u>566,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



October 26, 2022

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 23
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the twenty-third progress report for the above referenced project and covers work through October 23, 2022. Our work through this period includes construction services that consist of construction admin (roadway & traffic), construction staking, and construction observation.

This past month the Contractor has completed the underground work for Stage 1 and are now preparing for the last mainline pour of the stage. We anticipate Stage 1 will be completed by early November. The Contractor has informed us they plan on completing Stage 2 before winter shut down begins. Stage 3 will be completed in the spring of 2023.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the November 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

October 25, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 23

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through October 23, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	309,199.66	309,199.66	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	61,361.41	61,361.41
Limit			62,250.00
Remaining			888.59
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	61,361.41	61,361.41	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.75	229.00	171.75
Principal Engineer I	.25	217.00	54.25
Engineer VII	9.00	172.00	1,548.00
Project Manager VI	1.50	163.00	244.50
Engineer IV	9.75	141.00	1,374.75
Engineer III	15.75	129.00	2,031.75
Technician VII	20.00	113.00	2,260.00
Technician V	176.50	92.00	16,238.00
Technician IV	13.50	83.00	1,120.50

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

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

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd			Invoice	23
Technician I		14.00	60.00		840.00	
	Total Services	261.00			25,883.50	
	Total Services					25,883.50
Employee Mileage					7.50	
	Total Expenses					7.50
Fleet Mileage						330.65
Billing Limits		Current	Prior	To-Date		
Total Billings		26,221.65	110,399.57	136,621.22		
Limit				245,500.00		
Remaining				108,878.78		
				Phase Subtotal		\$26,221.65
Billings to Date	Total	Prior	Current			
	136,621.22	110,399.57	26,221.65			
				Amount Due this Invoice		<u>\$26,221.65</u>
Billings to Date	Total	Prior	Current			
	507,182.29	480,960.64	26,221.65			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #7 in the amount of \$191,883.32 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds RISE Phase 2
Contractor: Sternquist Construction
Address: 1110 North 14th Street
Finance Budget Code: 983.3983.4451 Finance Project #: 983.4451
Vendor Project or Invoice #: 6417 PO #:
Original Contract Date: January 3, 2022 Vendor #: 6417

Date of Council Meeting: November 21, 2022 PAYMENT REQUEST # 7
PAYMENT PERIOD: From: October 1, 2022 Through: October 31, 2022

Contract Summary

Original Contract Amount:	\$	2,500,025.00	
Net change by Change Orders:	\$	40,430.25	
Contract Amount to Date: (line 1 ± 2)	\$	2,540,455.25	
Total completed and stored to date:	\$	2,266,569.64	
Retainage: 5 % of Completed Work:	\$	113,328.48	
Total Earned less Retainage:	\$	2,153,241.16	
Less previous applications for payment:	\$	1,961,357.84	
SUBTOTAL	\$		191,883.32

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 191,883.32

Balance to finish, including retainage: \$ 387,214.09

Contract Time Remaining (If applicable) (2.50) Working Days

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

Construction Contractor Approval: Sternquist Construction
Firm Name
Signature: Beth Behlke Date: 11-9-22

Engineer / Consultant Approval: Snyder & Associates, Inc. 11-9-2022
Firm Name
Signature: Cara Plumb Date:

City of Ankeny Staff Approval: Mitchell Wedell 11-10-22
Signature Date

Submit to: Mitch Wedell
E-mail: Mwedell@Ankenylowa.gov Phone: (515) 963-3523 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL																									
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK																									
2.01	Clearing and Grubbing	LS	1.00				1.00	\$ 5,700.00	\$ 5,700.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 5,700.00	\$ -	\$ 5,700.00	0.00	100.00%	
2.02	Topsoil, On-site, 6 inch Depth, Strip and Place	CY	4,862.00				4,862.00	\$ 10.00	\$ 48,620.00	1,215.50		\$ 12,155.00	\$ -	\$ 12,155.00	3,646.50		3,646.50	0.00	4,862.00	\$ 48,620.00	\$ -	\$ 48,620.00	0.00	100.00%	
2.03	Topsoil, On-Site, 6 inch Depth, Strip and Stockpile	CY	741.00				741.00	\$ 10.50	\$ 7,780.50			\$ -	\$ -	\$ -	741.00		741.00	0.00	741.00	\$ 7,780.50	\$ -	\$ 7,780.50	0.00	100.00%	
2.04	Excavation, Class 10	CY	29,616.00		250.00		29,666.00	\$ 2.75	\$ 81,581.50	3,191.60		\$ 8,776.90	\$ -	\$ 8,776.90	26,474.40		26,474.40	0.00	29,666.00	\$ 81,581.50	\$ -	\$ 81,581.50	0.00	100.00%	
2.05	Below Grade Excavation (Core Out)	CY	460.00				460.00	\$ 67.00	\$ 30,820.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	460.00	0.00%	
2.06	Subgrade Preparation, 12 inch Depth	SV	13,656.00				13,656.00	\$ 3.25	\$ 44,382.00	1,356.00		\$ 4,407.00	\$ -	\$ 4,407.00	12,300.00		12,300.00	0.00	13,656.00	\$ 44,382.00	\$ -	\$ 44,382.00	0.00	100.00%	
2.07	Subbase, Modified, 6 inch Depth	SV	13,656.00				13,656.00	\$ 11.00	\$ 150,216.00	1,356.00		\$ 14,916.00	\$ -	\$ 14,916.00	12,300.00		12,300.00	0.00	13,656.00	\$ 150,216.00	\$ -	\$ 150,216.00	0.00	100.00%	
2.08	Compaction Testing	LS	1.00				1.00	\$ 5,000.00	\$ 5,000.00	0.25		\$ 1,250.00	\$ -	\$ 1,250.00	0.75		0.75	1.00	0.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	0.00	100.00%
2.10	Granular Shoulder, Type A, 9 inch Depth	TN	265.00				265.00	\$ 51.50	\$ 13,647.50	139.41		\$ 7,179.62	\$ -	\$ 7,179.62	62.13		62.13	221.54	0.00	221.54	\$ 11,409.31	\$ -	\$ 11,409.31	43.46	63.60%
TRENCH AND TRENCHLESS CONSTRUCTION																									
3.01	Trench Compaction Testing	LS	0.30		0.70		1.00	\$ 10,900.00	\$ 10,900.00			\$ -	\$ -	\$ -	0.30	0.70	1.00	0.30	0.70	1.00	\$ 3,270.00	\$ 7,630.00	\$ 10,900.00	0.00	100.00%
SEWERS AND DRAINS																									
4.01	Sanitary Sewer Gravity Main, PVC, Trenched, 8 inch	LF		1,849.00		(146.00)	1,703.00	\$ 58.75	\$ 100,051.25			\$ -	\$ -	\$ -		1,703.00	1,703.00	0.00	1,703.00	\$ 100,051.25	\$ 100,051.25	0.00	100.00%		
4.02	Sanitary Sewer Service Stub, PVC, 6 inch	LF		78.00		(78.00)	0.00	\$ 51.50	\$ -			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	78.00	0.00%	
4.03	Sanitary Sewer Service Stub, PVC, 6 inch	LF			40.00		40.00	\$ 82.50	\$ 3,300.00			\$ -	\$ -	\$ -		80.00	80.00	0.00	80.00	\$ 6,600.00	\$ 6,600.00	(40.00)	200.00%		
4.04	Storm Sewer, RCP CI II, 12 inch	LF	9.00				9.00	\$ 190.50	\$ 1,714.50	7.00		\$ 1,333.50	\$ -	\$ 1,333.50	0.00	7.00	0.00	7.00	7.00	\$ 1,333.50	\$ -	\$ 1,333.50	2.00	77.78%	
4.05	Storm Sewer, RCP CI II, 15 inch	LF	809.00		(489.00)		320.00	\$ 52.50	\$ 16,800.00			\$ -	\$ -	\$ -	328.00		328.00	0.00	328.00	\$ 17,220.00	\$ -	\$ 17,220.00	(8.00)	102.50%	
4.06	Storm Sewer, RCP CI II, 18 inch	LF	64.00		(64.00)		0.00	\$ 54.50	\$ -			\$ -	\$ -	\$ -	0.00		0.00	0.00	0.00	\$ -	\$ -	\$ -	64.00	0.00%	
4.07	Storm Sewer, RCP CI II, 24 inch	LF	1,132.00		(18.00)		1,114.00	\$ 70.00	\$ 77,980.00			\$ -	\$ -	\$ -	1,114.00		1,114.00	0.00	1,114.00	\$ 77,980.00	\$ -	\$ 77,980.00	0.00	100.00%	
4.08	Storm Sewer, RCP CI II, 30 inch	LF	378.00	345.00			723.00	\$ 97.00	\$ 70,131.00			\$ -	\$ -	\$ -	723.00		723.00	0.00	723.00	\$ 70,131.00	\$ -	\$ 70,131.00	0.00	100.00%	
4.09	Storm Sewer, RCP CI II, 36 inch	LF	167.00	11.00			178.00	\$ 126.75	\$ 22,561.50			\$ -	\$ -	\$ -	178.00		178.00	0.00	178.00	\$ 22,561.50	\$ -	\$ 22,561.50	0.00	100.00%	
4.10	Storm Sewer, RCP CI II, 42 inch	LF		80.00			80.00	\$ 218.00	\$ 17,440.00			\$ -	\$ -	\$ -	80.00		80.00	0.00	80.00	\$ 17,440.00	\$ -	\$ 17,440.00	0.00	100.00%	
4.11	Pipe Culvert, Trenched, Concrete, 24 in	LF	9.00				9.00	\$ 443.00	\$ 3,987.00			\$ -	\$ -	\$ -	9.00		9.00	0.00	9.00	\$ 3,987.00	\$ -	\$ 3,987.00	0.00	100.00%	
4.12	Pipe Aprons with Footing and Guard, 18 inch	EA	1.00				1.00	\$ 2.00	\$ 2.00			\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1.00	0.00%	
4.13	Pipe Aprons with Footing and Guard, 24 inch	EA	3.00				3.00	\$ 3,200.00	\$ 9,600.00			\$ -	\$ -	\$ -	5.00		5.00	0.00	5.00	\$ 16,000.00	\$ -	\$ 16,000.00	(2.00)	166.67%	
4.14	Pipe Aprons with Footing and Guard, 36 inch	EA	1.00		(1.00)		0.00	\$ 4,700.00	\$ -			\$ -	\$ -	\$ -	0.00		0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%	
4.15	Pipe Aprons with Footing and Guard, 42 inch	EA		1.00			1.00	\$ 6,500.00	\$ 6,500.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 6,500.00	\$ -	\$ 6,500.00	0.00	100.00%	
4.16	Removal of Pipe Apron, CMP, 24 in Dia	EA	2.00				2.00	\$ 257.50	\$ 515.00			\$ -	\$ -	\$ -	2.00		2.00	0.00	2.00	\$ 515.00	\$ -	\$ 515.00	0.00	100.00%	
4.17	Removal of Pipe Apron, Concrete, 24 in Dia	EA	1.00				1.00	\$ 515.00	\$ 515.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 515.00	\$ -	\$ 515.00	0.00	100.00%	
4.18	Subdrain, Type C-1, 6 inch Dia	LF	4,593.00				4,593.00	\$ 16.50	\$ 75,784.50	213.00		\$ 3,514.50	\$ -	\$ 3,514.50	4,380.00		4,380.00	0.00	4,593.00	\$ 75,784.50	\$ -	\$ 75,784.50	0.00	100.00%	
4.19	Subdrain Cleanouts, Type A-1, DR-305	EA	3.00				3.00	\$ 463.50	\$ 1,390.50	1.00		\$ 463.50	\$ -	\$ 463.50	2.00		2.00	0.00	3.00	\$ 1,390.50	\$ -	\$ 1,390.50	0.00	100.00%	
4.20	Subdrain Connections and Outlets, 6 inch Dia, DR-305	EA	39.00				39.00	\$ 412.00	\$ 16,068.00	1.00		\$ 412.00	\$ -	\$ 412.00	38.00		38.00	0.00	39.00	\$ 16,068.00	\$ -	\$ 16,068.00	0.00	100.00%	
4.21	Removal of Subdrain	LF	315.00				315.00	\$ 5.25	\$ 1,653.75	315.00		\$ 1,653.75	\$ -	\$ 1,653.75	0.00		315.00	0.00	315.00	\$ 1,653.75	\$ -	\$ 1,653.75	0.00	100.00%	
4.22	Load and Restock 18" pipe (500 LF)	LS	0.00	1.00			1.00	\$ 6,266.50	\$ 6,266.50			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 6,266.50	\$ -	\$ 6,266.50	0.00	100.00%	
WATER MAIN AND APPURTENANCES																									
5.01	Water Main, Trenched, PVC C900, 10 inch	LF		2,409.00			2,409.00	\$ 56.75	\$ 136,710.75			\$ -	\$ -	\$ -		2,529.00	2,529.00	0.00	2,529.00	\$ 143,520.75	\$ 143,520.75	(120.00)	104.98%		
5.02	Water Main, Trenched, PVC C900, 12 inch	LF		1,294.00			1,294.00	\$ 72.25	\$ 93,491.50			\$ -	\$ -	\$ -		1,294.00	1,294.00	0.00	1,294.00	\$ 93,491.50	\$ 93,491.50	0.00	100.00%		
5.03	Fitting, Reducer, 10" x 8"	EA	1.00				1.00	\$ 645.00	\$ 645.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 645.00	\$ 645.00	0.00	100.00%		
5.04	Fitting, Reducer, 12" x 8"	EA	1.00				1.00	\$ 725.00	\$ 725.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 725.00	\$ 725.00	0.00	100.00%		
5.05	Fitting, Reducer, 12" x 10"	EA	1.00				1.00	\$ 955.00	\$ 955.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 955.00	\$ 955.00	0.00	100.00%		
5.06	Fitting, Tee, 10"x10"	EA	2.00				2.00	\$ 1,725.25	\$ 3,450.50			\$ -	\$ -	\$ -	2.00		2.00	0.00	2.00	\$ 3,450.50	\$ 3,450.50	0.00	100.00%		
5.07	Fitting, Tee, 12"x12"x10"	EA	1.00				1.00	\$ 2,060.00	\$ 2,060.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 2,060.00	\$ 2,060.00	0.00	100.00%		
5.08	Valve, Gate, 10 inch	EA	5.00				5.00	\$ 3,090.00	\$ 15,450.00			\$ -	\$ -	\$ -	5.00		5.00	0.00	5.00	\$ 15,450.00	\$ 15,450.00	0.00	100.00%		
5.09	Valve, Gate, 12 inch	EA	2.00				2.00	\$ 3,710.00	\$ 7,420.00			\$ -	\$ -	\$ -	2.00		2.00	0.00	2.00	\$ 7,420.00	\$ 7,420.00	0.00	100.00%		
5.10	Fire Hydrant Assembly	EA	8.00				8.00	\$ 6,910.00	\$ 55,280.00			\$ -	\$ -	\$ -	8.00		8.00	0.00	8.00	\$ 55,280.00	\$ 55,280.00	0.00	100.00%		
5.11	Flushing Device, Hydrant	EA	2.00				2.00	\$ 4,635.00	\$ 9,270.00			\$ -	\$ -	\$ -	2.00		2.00	0.00	2.00	\$ 9,270.00	\$ 9,270.00	0.00	100.00%		
5.12	Flushing Device, 2 inch Dia	EA	2.00				2.00	\$ 1,030.00	\$ 2,060.00			\$ -	\$ -	\$ -	2.00		2.00	0.00	2.00	\$ 2,060.00	\$ 2,060.00	0.00	100.00%		
5.13	Hydrant Assembly or Flushing Device Removal	EA	1.00				1.00	\$ 618.00	\$ 618.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 618.00	\$ 618.00	0.00	100.00%		
5.14	Water Main Connections	EA	1.00				1.00	\$ 2,060.00	\$ 2,060.00			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 2,060.00	\$ 2,060.00	0.00	100.00%		
5.15	Reconstruct Valve Box	EA																							

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	MISCELLANEOUS																								
11.01	Mobilization	LS	0.80		0.20		1.00	\$ 87,000.00	\$ 87,000.00			\$ -	\$ -	\$ -	0.80	0.20	1.00	0.80	0.20	1.00	\$ 69,600.00	\$ 17,400.00	\$ 87,000.00	0.00	100.00%
11.02	Concrete Washout, Roll-off Container	LS	1.00				1.00	\$ 5,500.00	\$ 5,500.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1.00	0.00%
	CHANGE ORDER ITEMS						0.00	\$ -				\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
12.01							0.00	\$ -				\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
12.02							0.00	\$ -				\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
12.03							0.00	\$ -				\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
12.04							0.00	\$ -				\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
12.05							0.00	\$ -				\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK									CONTRACT =	\$ 2,536,967.25	PAY PERIOD =	\$ 199,098.44	\$ 2,884.00							COMPLETED =	\$ 1,752,852.64	\$ 513,717.00	\$ 2,266,569.64		89.34%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 16, 2022	\$ 163,487.93
2	June 20, 2022	\$ 336,560.06
3	July 18, 2022	\$ 406,527.55
4	August 15, 2022	\$ 273,791.48
5	September 19, 2022	\$ 727,387.87
6	October 17, 2022	\$ 53,602.95
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,961,357.84

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 17,209.25
2	July 18, 2022	\$ 23,221.00
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25		

CHANGE ORDER TOTAL = \$ 40,430.25

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 4, 2022
Contract Working Days:	120.0
Added by Change Order:	0.0
Total Working Days:	120.0
Working Days Used to Date:	122.5
Working Days Remaining:	<u>(2.5)</u>



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$561,483.67 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2



Project Title: Well No. 7 / ASR No. 3 - Bld Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: August 30, 2022 Through: October 26, 2022

Contract Summary

Original Contract Amount:	\$	2,989,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00	
Total completed and stored to date:	\$	885,701.69	
Retainage: 5 % of Completed Work:	\$	44,285.08	
Total Earned less Retainage:	\$	841,416.61	
Less previous applications for payment:	\$	279,932.94	
SUBTOTAL			\$ 561,483.67
OTHER CHARGES (Attach an Itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 561,483.67

Balance to finish, including retainage: \$ 2,148,383.39

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:

WRH, Inc



Approved By:
Mike Sheehan
Date: 11/14/2022

Firm Name

Mike Sheehan

11-14-24

Signature

Date

Engineer / Consultant Approval:

FOX Strand

Signature

Firm Name

11-14-2022

Date

City of Ankeny Staff Approval:

Signature

11-14-22

Date

Submit to:

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

E-mail:

DClark@AnkenyIowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3529

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2022	279,932.94
2		
3		
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$

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Record of Change Orders

No.	Date	Amount
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
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CHANGE ORDER TOTAL = \$

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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

Contractor's Application for Payment

Owner: <u>City of Ankeny</u> Engineer: <u>FOX Strand</u> Contractor: <u>WRH, Inc.</u> Project: <u>Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>3379-20A.600</u> Contractor's Project No.: <u>2202-00-1389</u>																								
Application No.: <u>2</u> Application Date: <u>10/26/2022</u> Application Period: From <u>8/30/2022</u> to <u>10/26/2022</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 2,989,800.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,989,800.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 885,701.69</td> </tr> <tr> <td colspan="2">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 663,634.38 Work Completed =</td> <td style="text-align: right;">\$ 33,181.72</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ 222,067.31 Stored Materials =</td> <td style="text-align: right;">\$ 11,103.37</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 44,285.09</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 841,416.60</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 279,932.94</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 561,483.66</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 2,148,383.40</td> </tr> </table>		1. Original Contract Price	\$ 2,989,800.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 2,989,800.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 885,701.69	5. Retainage		a. 5% X \$ 663,634.38 Work Completed =	\$ 33,181.72	b. 5% X \$ 222,067.31 Stored Materials =	\$ 11,103.37	c. Total Retainage (Line 5.a + Line 5.b)	\$ 44,285.09	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 841,416.60	7. Less previous payments (Line 6 from prior application)	\$ 279,932.94	8. Amount due this application	\$ 561,483.66	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,148,383.40
1. Original Contract Price	\$ 2,989,800.00																								
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: _____ Signature: _____ Date: _____																									
Recommended by Engineer By: _____ Title: _____ Date: _____ Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____ By: _____ Title: _____ Date: _____																								

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Ankeny		Owner's Project No.:						
Engineer: FOX Strand		Engineer's Project No.:						
Contractor: WRH, Inc.		Contractor's Project No.:						
Project: Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building								
Contract:								
Application No.: 2		Application Period: From 08/30/22 to 10/26/22						
Application Date:		Application Date:						
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
	Bonds and Insurance	\$ 35,000.00	35,000.00	-		35,000.00	100%	-
	Mobilization In	\$ 129,000.00	87,000.00	25,000.00		112,000.00	87%	17,000.00
	Project Administration	\$ 65,000.00	43,500.00	10,000.00		53,500.00	82%	11,500.00
	Temporary Facilities	\$ 5,000.00	3,600.00	750.00		4,350.00	87%	650.00
	Safety	\$ 4,500.00	500.00	1,000.00		1,500.00	33%	3,000.00
	Sitework	\$ 94,500.00	-	25,000.00		25,000.00	26%	69,500.00
	SWPPP	\$ 7,500.00	-	2,000.00		2,000.00	27%	5,500.00
	Site Clean-up	\$ 5,000.00	-	-		-	0%	5,000.00
	Water line	\$ 170,000.00	-	70,000.00	24,965.18	94,965.18	56%	75,034.82
	WLF	\$ 60,000.00	-	-	27,714.78	27,714.78	46%	32,285.22
	Sanitary Line, Material	\$ 9,000.00	-	-	-	-	0%	9,000.00
	Excavation and Backfill	\$ 45,000.00	-	21,000.00	-	21,000.00	47%	24,000.00
	Seeding	\$ 15,000.00	-	-	-	-	0%	15,000.00
	Pre Cast Concrete	\$ 40,000.00	-	1,312.00	15,455.00	16,767.00	42%	23,233.00
	Concrete, paving/sidewalk	\$ 44,500.00	-	-	-	-	0%	44,500.00
	Concrete, building	\$ 25,000.00	-	20,000.00	-	20,000.00	80%	5,000.00
	Concrete, Generator Pad	\$ 4,500.00	-	-	-	-	0%	4,500.00
	Concrete, VFD Pad	\$ 3,000.00	-	-	-	-	0%	3,000.00
	Concrete, Transformer Pad	\$ 3,000.00	-	-	-	-	0%	3,000.00
	Rebar Materials	\$ 15,000.00	-	8,059.38	5,017.10	13,076.48	87%	1,923.52
	Misc Metals	\$ 20,000.00	-	8,945.00	3,600.00	12,545.00	63%	7,455.00
	Painting	\$ 15,000.00	-	-	-	-	0%	15,000.00
	Masonry	\$ 180,000.00	-	95,000.00	-	95,000.00	53%	85,000.00
	Roofing	\$ 75,000.00	-	-	-	-	0%	75,000.00
	Doors/Windows	\$ 44,300.00	-	-	30,908.00	30,908.00	70%	13,392.00
	Well Pump	\$ 179,000.00	-	-	-	-	0%	179,000.00
	Well Pump Column	\$ 95,000.00	-	-	67,898.00	67,898.00	71%	27,102.00
	Downhole Valve	\$ 107,000.00	-	-	20,319.00	20,319.00	19%	86,681.00
	Pitless Unit	\$ 71,000.00	-	-	-	-	0%	71,000.00
	Submersible Motor	\$ 125,000.00	-	-	-	-	0%	125,000.00
	Well Disinfection/Start up	\$ 3,000.00	-	-	-	-	0%	3,000.00
	Chemical Feed Equipment	\$ 90,000.00	-	-	-	-	0%	90,000.00
	Process Piping	\$ 30,000.00	-	-	-	-	0%	30,000.00
	Valves, Material	\$ 50,000.00	-	2,500.00	17,265.00	19,765.00	40%	30,235.00
	Electrical, Misc.	\$ 5,000.00	-	2,200.00	2,200.00	2,200.00	44%	2,800.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 2		Application Period: From			08/30/22		to		10/26/22		Application Date: 10/26/22	
A	B	C	D	E		F	G	H	I			
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)				
			(D + E) From Previous Application (\$)	This Period (\$)								
	Electric Underground	\$ 80,000.00	-	38,648.00		38,648.00	48%	41,352.00				
	Electrical Rough in's	\$ 75,000.00	-	12,500.00		12,500.00	17%	62,500.00				
	Electrical Branch/Feeder Wire	\$ 110,000.00	-	30,920.00		30,920.00	28%	79,080.00				
	Electrical Gear/Equipment	\$ 270,000.00	26,000.00	53,000.00		79,000.00	29%	191,000.00				
	Electrical, Lighting	\$ 15,000.00		1,800.00		1,800.00	12%	13,200.00				
	Electrical, Generator	\$ 235,000.00				-	0%	235,000.00				
	Electrical, Fire Alarm	\$ 15,000.00				-	0%	15,000.00				
	Electrical, Mobilization/Temp service	\$ 12,000.00	3,200.00	3,000.00		6,200.00	52%	5,800.00				
	Electrical Controls/Instrumentation	\$ 93,000.00				-	0%	93,000.00				
	Mechanical, Mobilization	\$ 2,700.00		2,700.00		2,700.00	100%	-				
	HVAC Equipment	\$ 76,000.00				-	0%	76,000.00				
	HVAC Materials (ductwork etc)	\$ 5,800.00				-	0%	5,800.00				
	Testing, Adjusting	\$ 1,500.00				-	0%	1,500.00				
	Balancing	\$ 1,000.00				-	0%	1,000.00				
	Plumbing	\$ 35,000.00				-	0%	35,000.00				
	UG Plumbing	\$ 21,000.00		21,000.00		21,000.00	100%	-				
	AG Plumbing	\$ 27,000.00		8,500.00		8,500.00	31%	18,500.00				
	Insulation	\$ 5,000.00				-	0%	5,000.00				
	Fire Sprinklers	\$ 25,000.00			8,925.25	8,925.25	36%	16,074.75				
	Casework	\$ 16,000.00				-	0%	16,000.00				
						-		-				
						-		-				
						-		-				
Original Contract Totals		\$ 2,989,800.00	\$ 198,800.00	\$ 464,834.38	\$ 222,067.31	\$ 885,701.69	30%	\$ 2,104,098.31				



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the November 21, 2022 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

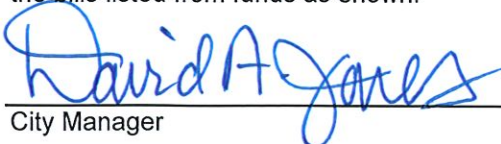
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 AP Recap
 AP Check Report

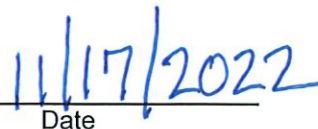
**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
NOVEMBER 21, 2022**

Fund		PAYMENTS
100	General Fund	\$ 181,177.94
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	7,182.54
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	25,506.58
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	2,115.75
300	Debt Service Fund	-
430	Library Foundation Fund	-
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	729,745.24
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	1,073,539.82
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	10,196.53
590	Golf Course Fund	9,379.06
600-699	Enterprise Project Funds	740,864.45
710	Revolving Fund	29,199.84
720	Risk Management Fund	73,914.45
730	Health Insurance Fund	3,155.00
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	1,869,422.84
	Sub Total	\$ 4,755,400.04
	Payroll Totals	1,291,561.45
	Service Transfers/ACH Drafts	(195,040.27)
	Agenda Payments Approved Separately	(2,516,783.54)
	Grand Total	\$ 3,335,137.68

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: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005515	BRIAN W HUGGINS							
M-CHECK	BRIAN W HUGGINS	UNPOST V	11/16/2022			238951		154.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	154.00CR	154.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	154.00CR	0.00	0.00
BANK: TOTALS:	1	154.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGB FIRST INTERSTATE BANK
 DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-221062	10/17-10/21/22 NORTH ZONE MOW	R	11/21/2022	5,382.72		239101		
I-221063	10/15-10/21/22 HIGH PROFILE	R	11/21/2022	3,391.18		239101		
I-221064	10/15-10/21/22 SOUTH ZONE MOW	R	11/21/2022	4,654.26		239101		
I-221165	10/31-11/4/22 NORTH ZONE MOW	R	11/21/2022	5,382.72		239101		
I-221166	10/31-11/4/22 HIGH PROFILE MOW	R	11/21/2022	2,987.91		239101		
I-221167	10/29-11/4/22 SOUTH ZONE MOW	R	11/21/2022	4,654.26		239101		26,453.05
	*** VENDOR TOTALS ***					1 CHECKS		26,453.05
001844	A TECH INC-TCI							
I-565938	TEST/TAG FIRE SYSTEM/FEE-CH	E	11/23/2022	159.00		006091		159.00
	*** VENDOR TOTALS ***					1 CHECKS		159.00
004997	ABSOLUTE CONCRETE							
I-PAY 6-SE3RD ST UTL	PAY 6-SE3RD ST UTILITY IMP-PH1	R	11/21/2022	62,994.02		239102		62,994.02
004997	ABSOLUTE CONCRETE							
I-PAY 7-NW36THSTWDNG	PAY 7-NW 36TH ST WDNG-ASH/ANKB	R	11/21/2022	304,390.02		239103		304,390.02
	*** VENDOR TOTALS ***					2 CHECKS		367,384.04
008578	ACCESS TECHNOLOGIES INC							
I-INV1267907	9/30-10/30/22 STATEMENT	R	11/21/2022	1,668.37		239104		1,668.37
	*** VENDOR TOTALS ***					1 CHECKS		1,668.37
000164	G & S HARDWARE INC							
I-208311/2	DUCT TAPE - CFAC	R	11/21/2022	13.99		239105		
I-208342/2	FASTENERS - PD	R	11/21/2022	16.75		239105		30.74
	*** VENDOR TOTALS ***					1 CHECKS		30.74
005541	ACUSHNET COMPANY							
I-914479599	SO MERCHANDISE FOR RESALE	R	11/21/2022	276.55		239106		276.55
	*** VENDOR TOTALS ***					1 CHECKS		276.55
008252	D H PACE COMPANY INC							
I-SVC/69594	LUBRICATE DOOR - STREETS	E	11/23/2022	282.20		006125		282.20
	*** VENDOR TOTALS ***					1 CHECKS		282.20
000026	AHLERS & COONEY PC							
I-832457	SVCS THRU 10/19/22 GENERAL	E	11/23/2022	78.00		006073		
I-832460	10/2022 HTT WTR TRNSMSN MN	E	11/23/2022	1,900.00		006073		
I-832461	10/2022 ROCK CRK GREENBELT	E	11/23/2022	1,900.00		006073		3,878.00
	*** VENDOR TOTALS ***					1 CHECKS		3,878.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000226	AIRGAS NORTH CENTRAL INC							
I-9992095841	CYLINDER RENTAL -CG	R	11/21/2022	891.15		239107		
I-9992095842	CYLINDER RENTAL - PKS	R	11/21/2022	40.23		239107		931.38
	*** VENDOR TOTALS ***					1 CHECKS		931.38
009981	ALL CITY MANAGEMENT SERVICES,							
I-80852	10/09-10/22/22 CROSSING GUARDS	E	11/23/2022	5,610.98		006133		5,610.98
	*** VENDOR TOTALS ***					1 CHECKS		5,610.98
003620	ALTOONA FIRE DEPARTMENT							
I-11/08/2022	OSB 7/16" 4X8 FIRE TRNG SUPS	R	11/21/2022	592.61		239108		592.61
	*** VENDOR TOTALS ***					1 CHECKS		592.61
009262	AMAZON CAPITAL SERVICES INC							
C-1VM1-91PR-MHLP	CR: SIGN -PD	E	11/23/2022	13.67CR		006131		
C-1XQ4-J7M6-1CW4	CR: HANGERS -OC	E	11/23/2022	27.96CR		006131		
I-116N-LK7Y-1ND1	MISC BOOKS - KL	E	11/23/2022	253.66		006131		
I-11QG-HWWD-HF36	ELF COSTUME - KL	E	11/23/2022	37.48		006131		
I-13V7-41DK-JF4H	BUBBLER/TOYS - KL	E	11/23/2022	53.61		006131		
I-147D-V6PP-JQYV	TISSUES - PD	E	11/23/2022	91.95		006131		
I-16DV-RVWH-CJG7	THERMOMETER - TRFC	E	11/23/2022	130.67		006131		
I-17D7-D39N-31L9	MANVSCAKES/SPRINKLES-P&R	E	11/23/2022	45.22		006131		
I-1933-FWJ1-JTN9	BATTERIES/SWEET STRIPES-KL	E	11/23/2022	52.71		006131		
I-1LLL-C33L-KTHY	BATTERY BACKUP SYSTEMS - IT	E	11/23/2022	679.85		006131		
I-1NCG-RLCD-J4Q7	MULTIMEDIA - KL	E	11/23/2022	82.81		006131		
I-1NLP-44W1-FPXV	MULTIMEDIA - KL	E	11/23/2022	103.96		006131		
I-1NMJ-7YVP-KC9F	SAND TIMER/PLATES/BAGS- KL	E	11/23/2022	259.88		006131		
I-1NMM-HY7Y-GC3H	BUTCHER PAPER - KL	E	11/23/2022	111.29		006131		
I-1NRC-MC3J-LHRK	VELVET HANGERS - OC	E	11/23/2022	55.92		006131		
I-1PYN-THPJ-93QY	MULTIMEDIA - KL	E	11/23/2022	16.13		006131		
I-1TY7-LPYM-HM71	CONSTRUCTION PAPER- KL	E	11/23/2022	35.35		006131		
I-1VDY-L4QV-G1TR	BATTERIES - PW	E	11/23/2022	5.68		006131		
I-1W6C-9XVM-1VL3	TOYS - KL	E	11/23/2022	26.98		006131		2,001.52
	*** VENDOR TOTALS ***					1 CHECKS		2,001.52
010761	AMAZON.COM CORPORATE CREDIT							
C-697543866556	CR: MULTIMEDIA KL	E	11/23/2022	71.96CR		006137		
C-736774789685	CR: MULTIMEDIA - KL	E	11/23/2022	34.89CR		006137		
I-433333785676	MISC BOOKS - KL	E	11/23/2022	56.93		006137		
I-433773936634	MULTIMEDIA - KL	E	11/23/2022	19.99		006137		
I-479865963764	MISC BOOKS - KL	E	11/23/2022	27.99		006137		
I-488479433888	MULTIMEDIA - KL	E	11/23/2022	110.82		006137		
I-533938437584	MISC MULTIMEDIA - KL	E	11/23/2022	96.94		006137		
I-597965486454	MULTIMEDIA - KL	E	11/23/2022	199.64		006137		
I-637849378959	MISC BOOKS - KL	E	11/23/2022	16.99		006137		
I-796489554983	MISC BOOKS -KL	E	11/23/2022	179.91		006137		
I-839478548946	MULTIMEDIA - KL	E	11/23/2022	81.90		006137		
I-843379535879	MISC BOOKS - KL	E	11/23/2022	60.22		006137		

VENDOR SET: 01 City of Ankeny
 BANK: APGB FIRST INTERSTATE BANK
 DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-956933444699	MULTIMEDIA - KL	E	11/23/2022	172.37		006137		
I-964893469446	MULTIMEDIA - KL	E	11/23/2022	34.89		006137		
I-966355997593	MULTIMEDIA - KL	E	11/23/2022	34.63		006137		986.37
	*** VENDOR TOTALS ***					1 CHECKS		986.37
001439	AMERICAN MARKING INC							
I-0029555	NAMEPLATES - CLERK	R	11/21/2022	22.00		239109		22.00
	*** VENDOR TOTALS ***					1 CHECKS		22.00
000772	AMERICAN SOCIETY OF CIVIL							
I-1045495073	FY23 MEMBERSHIP- DON CLARK	R	11/21/2022	275.00		239110		275.00
	*** VENDOR TOTALS ***					1 CHECKS		275.00
000012	MILLENNIUM II CORPORATION							
I-1090208	GALV SLTD FLAT - OC	R	11/21/2022	16.88		239111		
I-1090247	BATTERIES - OCM	R	11/21/2022	44.38		239111		
I-1091204	HILLMAN - PD	R	11/21/2022	16.72		239111		
I-1091367	ANTI FREEZE - OCM	R	11/21/2022	26.20		239111		
I-1091391	UNIT #742 BRSH/NIPPLE	R	11/21/2022	15.04		239111		
I-1091421	HILLMAN UNIT #844	R	11/21/2022	7.36		239111		
I-1091451	HILLMAN UNIT #844	R	11/21/2022	11.36		239111		
I-1091607	SPARK PLUGS-FD GENERATOR	R	11/21/2022	7.50		239111		
I-1092339	FORKLIFT TANK REFILL - STREETS	R	11/21/2022	30.87		239111		
I-1092424	ANTIFREEZE - PRSC	R	11/21/2022	26.20		239111		
I-1092578	TEST PLUG/PIPE CAP - AC	R	11/21/2022	17.92		239111		220.43
	*** VENDOR TOTALS ***					1 CHECKS		220.43
004068	ASPEN EQUIPMENT CO							
I-40044699	TRUCK 231 REPAIRS	E	11/23/2022	1,504.04		006107		1,504.04
	*** VENDOR TOTALS ***					1 CHECKS		1,504.04
008024	AUREON COMMUNICATIONS LLC							
I-11/2022	11/01/22-11/30/22 STATEMENT	E	11/23/2022	941.45		006124		941.45
	*** VENDOR TOTALS ***					1 CHECKS		941.45
007234	AUTOMATED LOGIC CONTRACTING SE							
I-415080	HEATING & COOLING MAINT	R	11/21/2022	771.25		239112		771.25
	*** VENDOR TOTALS ***					1 CHECKS		771.25
000067	BAKER & TAYLOR INC							
I-2037103657	MISC BOOKS - KL	E	11/23/2022	1,534.50		006075		
I-2037107818	MISC BOOKS - KL	E	11/23/2022	379.00		006075		
I-2037111555	MISC BOOKS - KL	E	11/23/2022	332.78		006075		
I-2037117991	MISC BOOKS - KL	E	11/23/2022	365.39		006075		
I-2037120442	MISC BOOKS - KL	E	11/23/2022	301.35		006075		
I-2037132216	MISC BOOKS - KL	E	11/23/2022	510.56		006075		
I-2037141307	MISC BOOKS -KL	E	11/23/2022	300.71		006075		
I-2037148052	MISC BOOKS - KL	E	11/23/2022	428.53		006075		4,152.82
	*** VENDOR TOTALS ***					1 CHECKS		4,152.82

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007941	CONTROL INSTALLATIONS OF IOWA							
I-123632	MOVE HANDICAP BUTTON-ACC	E	11/23/2022	889.46		006123		889.46
	*** VENDOR TOTALS ***					1 CHECKS		889.46
006127	BATTERIES PLUS BULBS #203							
I-P55668941	BATTERIES - PD	R	11/21/2022	43.84		239113		
I-P56597909	BATTERIES - CG	R	11/21/2022	13.30		239113		57.14
	*** VENDOR TOTALS ***					1 CHECKS		57.14
000905	DAVID J BILLINGS							
I-10/24/22-10/28/22	10/24-28/22 TRAVEL REIMBSMNT	E	11/23/2022	298.92		006143		298.92
	*** VENDOR TOTALS ***					1 CHECKS		298.92
005950	BLACKSTONE AUDIO INC							
I-2069656	MULTIMEDIA/SHELF SVCS-KL	R	11/21/2022	41.95		239114		
I-2070525	MULTIMEDIA/SHELF SVCS-KL	R	11/21/2022	17.94		239114		
I-2070979	MULTIMEDIA/SHELF SVCS-KL	R	11/21/2022	32.34		239114		
I-2071162	MULTIMEDIA/SHELF SVCS-KL	R	11/21/2022	35.51		239114		
I-2072134	MULTIMEDIA/SHELF SVCS-KL	R	11/21/2022	45.95		239114		
I-2072547	MULTIMEDIA/SHELF SVCS - KL	R	11/21/2022	45.95		239114		219.64
	*** VENDOR TOTALS ***					1 CHECKS		219.64
007515	EFFLUENT INC							
I-I6601	10/2022 KYBO RENTAL	R	11/21/2022	711.00		239115		711.00
	*** VENDOR TOTALS ***					1 CHECKS		711.00
008100	BOMGAARS SUPPLY INC							
I-65013277	WRENCH -OCM	R	11/21/2022	249.99		239116		249.99
	*** VENDOR TOTALS ***					1 CHECKS		249.99
005174	BOUND TREE MEDICAL LLC							
I-84735260	EMS SUPPLIES - FD	R	11/21/2022	619.70		239117		
I-84735261	EMS SUPPLIES - FD	R	11/21/2022	868.62		239117		
I-84737281	EMS SUPPLIES - FD	R	11/21/2022	97.00		239117		
I-84737282	EMS SUPPLIES - FD	R	11/21/2022	11.58		239117		
I-84743160	EMS SUPPLIES - FD	R	11/21/2022	43.08		239117		
I-84745208	EMS SUPPLIES - FD	R	11/21/2022	1.70		239117		1,641.68
	*** VENDOR TOTALS ***					1 CHECKS		1,641.68
011616	TANYA BOYLE							
I-10/2022-11/2022	10/25-11/16/22 BOOTCAMPs	E	11/23/2022	200.00		006155		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005565	STEPHANIE BRAUN							
I-10/17/22-10/18/22	10/17-10/18/22 MEALS	R	11/21/2022	28.32		239118		28.32
	*** VENDOR TOTALS ***					1 CHECKS		28.32
000127	BRICK GENTRY PC							
I-385898	10/25/22 STATEMENT 224.016	R	11/21/2022	345.00		239119		
I-385899	10/25/22 STATEMENT 224.008	R	11/21/2022	705.00		239119		
I-385900	10/2022 STATEMENT 224.091	R	11/21/2022	120.00		239119		
I-385901	10/25/2022 STATEMENT 224.001	R	11/21/2022	2,460.00		239119		
I-385902	10/25/2022 STATEMENT 224.012	R	11/21/2022	300.00		239119		
I-385903	10/25/2022 STATEMENT 224.022	R	11/21/2022	292.50		239119		
I-385905	10/25/2022 STATEMENT 224.003	R	11/21/2022	300.00		239119		
I-385908	10/25/22 STATEMENT 224.014	R	11/21/2022	620.00		239119		
I-386276	10/25/2022 STATEMENT 4.004	R	11/21/2022	6,162.00		239119		11,304.50
	*** VENDOR TOTALS ***					1 CHECKS		11,304.50
011611	BROTHERS CLEANING CORPORATION							
I-PAY1FNL-CANOPY	PAY1FINAL-SHADE CANOPY ASMB/IN	R	11/21/2022	53,513.50		239120		53,513.50
011611	BROTHERS CLEANING CORPORATION							
I-PAY1FNL-RKCRKGRN	PAY1FINAL-ROCK CRK GRNWX TRL	R	11/21/2022	5,890.00		239121		5,890.00
011611	BROTHERS CLEANING CORPORATION							
I-RTNG-CANOPY	RTNG-2022 CANOPY ASMBLY/INSTL	R	11/21/2022	2,816.50		239122		2,816.50
011611	BROTHERS CLEANING CORPORATION							
I-RTNG-RKCRKGRNWX	RTNG-ROCK CRK GREENWAY TRL	R	11/21/2022	5,871.50		239123		5,871.50
	*** VENDOR TOTALS ***					4 CHECKS		68,091.50
008738	BULB GUY LIGHTING							
I-18400	POLE LIGHTS DEAN PARK	E	11/23/2022	123.48		006126		
I-18407	HAWKEYE TRAIL LIGHTS	E	11/23/2022	144.06		006126		
I-18492	LIGHTS - PD	E	11/23/2022	406.75		006126		674.29
	*** VENDOR TOTALS ***					1 CHECKS		674.29
011646	BRITTANY BURK							
I-11/03/2022TRAVEL	11/03/22 TRAVEL REIMBRSMNT	E	11/23/2022	28.76		006156		28.76
	*** VENDOR TOTALS ***					1 CHECKS		28.76
009547	SIMPLIFY COMPLIANCE LLC							
I-19370151-R1	FY23 BLR SUBSCRIPTION RNWL	R	11/21/2022	1,295.00		239124		1,295.00
	*** VENDOR TOTALS ***					1 CHECKS		1,295.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000385	CAPITAL CITY EQUIPMENT CO							
I-29854D	UNIT #234 PARTS	E	11/23/2022	198.38		006082		198.38
	*** VENDOR TOTALS ***					1 CHECKS		198.38
000453	CARQUEST AUTO PARTS							
I-2330-766305	AIR ELEMENT - CG	R	11/21/2022	117.60		239125		
I-2330-766321	BIO KLEEN BIOCID-GENERATORS	R	11/21/2022	32.19		239125		149.79
	*** VENDOR TOTALS ***					1 CHECKS		149.79
001004	PARKER CASKEY							
I-10/31/22-12/05/22	10/22-12/22 ONLINE CLASS	E	11/23/2022	175.00		006145		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
004613	CENTRAL IOWA DISTRIBUTING							
I-232363	SHOP/JANITORIAL SUPPLIES	E	11/23/2022	1,432.50		006108		1,432.50
	*** VENDOR TOTALS ***					1 CHECKS		1,432.50
004635	CENTRAL IOWA OFFICIALS LLC							
I-11/2022	WINTER YOUTH BB GAMES	R	11/21/2022	3,080.00		239126		3,080.00
	*** VENDOR TOTALS ***					1 CHECKS		3,080.00
011409	CENTRAL MCGOWAN INC							
I-0000205589	BEVERAGES FOR RESALE - OC	E	11/23/2022	25.00		006139		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
003072	QWEST CORPORATION							
I-10/31/2022	10/2022 INTERNET	R	11/21/2022	100.89		239127		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
000426	CERTIFIED POWER INC							
I-40519042	DRIVELINE NEW BUILD - MU	R	11/21/2022	306.16		239128		306.16
	*** VENDOR TOTALS ***					1 CHECKS		306.16
004002	CINTAS CORPORATION							
I-4136073085	BANQUET SUPPLY RENTALS-OC	R	11/21/2022	110.35		239129		110.35
	*** VENDOR TOTALS ***					1 CHECKS		110.35
010049	CINTAS CORPORATION							
I-5131445653	FIRST AID SUPPLIES -MU	R	11/21/2022	104.30		239130		104.30
	*** VENDOR TOTALS ***					1 CHECKS		104.30
011576	CINTAS CORPORATION							
C-9190222864	CR: SHIRTS PW	R	11/21/2022	808.20CR		239131		
I-1903451302	SAFETY SUPPLIES -MU	R	11/21/2022	195.00		239131		
I-4127136750	MAT RENTALS - ACC	R	11/21/2022	52.39		239131		
I-4129152584	MAT/UNIFORM RENTALS -PW	R	11/21/2022	1,300.13		239131		
I-4131916851	MAT RENTAL - ACC	R	11/21/2022	52.39		239131		
I-4132638708	MAT RENTAL - ACC	R	11/21/2022	52.39		239131		

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I-4134025246	MAT RENTAL - ACC	R	11/21/2022	63.81		239131		
I-4135371709	MAT/UNIFORM RENTAL - OCM	R	11/21/2022	86.05		239131		
I-4135381938	MAT/UNIFORM RENTALS	R	11/21/2022	402.42		239131		
I-4135381972	MAT RENTALS - ACC	R	11/21/2022	52.39		239131		
I-4135521226	MAT/UNIFORM RENTAL -MU	R	11/21/2022	135.51		239131		
I-4136073011	MAT/UNIFORM RENTAL -OCM	R	11/21/2022	72.69		239131		
I-4136081511	MAT RENTALS - ACC	R	11/21/2022	48.59		239131		
I-4136081635	MAT/UNIFORM RENTAL -PKS	R	11/21/2022	113.23		239131		
I-4136192220	MAT /UNIFORM RENTAL - MU	R	11/21/2022	135.51		239131		
I-4136713049	BANQUET SUPPLY RENTAL -OC	R	11/21/2022	84.00		239131		
I-4136713154	MAT/UNIFORM RENTAL - OCM	R	11/21/2022	82.72		239131		
I-4136724041	MAT/UNIFORM RENTAL-MU	R	11/21/2022	177.87		239131		2,298.89
	*** VENDOR TOTALS ***					1 CHECKS		2,298.89
002726	CITY OF DES MOINES TREASURY							
I-127998	FY23 #6 WRA MONTHLY ALLOCATN	R	11/21/2022	498,474.80		239132		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
002356	CITY OF WEST DES MOINES							
I-PD-2023-00050021	FY23 HONOR GUARD - BVD, JW	R	11/21/2022	475.00		239133		475.00
	*** VENDOR TOTALS ***					1 CHECKS		475.00
002407	CIVIL DESIGN ADVANTAGE LLC							
I-38993 #30	PAY 30-NW18TH ST EXT/WGL/SPRCE	E	11/23/2022	17,293.25		006100		17,293.25
	*** VENDOR TOTALS ***					1 CHECKS		17,293.25
004289	COMMUNICATION DATA LINK							
I-PAY 1-ANK BVD FBR	PAY 1-N ANK BLVD FIBER UPGRADE	R	11/21/2022	97,584.95		239134		97,584.95
	*** VENDOR TOTALS ***					1 CHECKS		97,584.95
011654	COMMUNITY STATE BANK							
I-11/2022 LAND IMP	11/2022 LAND IMPROVEMENTS	R	11/21/2022	4,000.00		239135		
I-11/2022 PERM ESMT	11/2022 PERMANENT EASEMENT	R	11/21/2022	17,335.00		239135		
I-11/2022 TEMP ESMT	11/2022 TEMPORARY EASEMENT	R	11/21/2022	4,730.00		239135		26,065.00
	*** VENDOR TOTALS ***					1 CHECKS		26,065.00
002992	CONSTRUCTION MATERIALS TESTING							
I-43483	CYLINDER BREAKS	E	11/23/2022	1,287.00		006102		1,287.00
	*** VENDOR TOTALS ***					1 CHECKS		1,287.00
002559	CONSUMERS ENERGY							
I-10/02/22-11/01/22	11/08/2022 STATEMENT	E	11/23/2022	2,421.58		006101		2,421.58
	*** VENDOR TOTALS ***					1 CHECKS		2,421.58

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011618	CLAUDIA COWIE							
I-FALL 2022 CLASSES	FALL 2022 LITTLE ARTIST CLASS	R	11/21/2022	137.25		239136		137.25
	*** VENDOR TOTALS ***					1 CHECKS		137.25
003533	5 TRAILS INC							
I-18093	PLAQUE-CUSTOM INSERT-P&R	R	11/21/2022	34.35		239137		34.35
	*** VENDOR TOTALS ***					1 CHECKS		34.35
000146	CENTURY HOMES CO							
C-05577CM	SYNGENTA EARLY ORDER CREDIT	R	11/21/2022	149.40CR		239138		
I-61714IN	FALL FERTILIZER	R	11/21/2022	5,670.00		239138		
I-61850IN	TRICURE AD WETTING AGENT-OCM	R	11/21/2022	670.58		239138		6,191.18
	*** VENDOR TOTALS ***					1 CHECKS		6,191.18
001003	ED DANIELS							
I-107557	FILTERS -FD	E	11/23/2022	41.90		006088		
I-107568	FILTERS - OC	E	11/23/2022	352.69		006088		394.59
	*** VENDOR TOTALS ***					1 CHECKS		394.59
008545	DEMARANVILLE INSTALLATIONS INC							
I-I22-1320A	ANNUAL INSPECTION BKFLW-ACC	R	11/21/2022	95.00		239139		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
002731	TREASURER OF THE STATE OF IOWA							
I-337676	S16/S12 RANGE RENTAL	R	11/21/2022	900.00		239140		900.00
	*** VENDOR TOTALS ***					1 CHECKS		900.00
011530	DES MOINES AREA COMMUNITY COLL							
I-S1551800	TRANSPORTATION CLASS - J BEALL	R	11/21/2022	140.00		239141		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
000160	DES MOINES WATER WORKS							
I-000131 10/28/22	10/28/22 STATEMENT	R	11/21/2022	4,125.00		239142		
I-000186 10/28/22	10/28/22 STATEMENT	R	11/21/2022	3,225.00		239142		
I-005039 10/26/22	10/26/22 STATEMENT	R	11/21/2022	176,076.29		239142		
I-005040 10/26/22	10/26/22 STATEMENT	R	11/21/2022	127,822.18		239142		
I-084542 10/26/22	10/26/22 STATEMENT	R	11/21/2022	75.00		239142		
I-084793 10/26/22	10/26/22 STATEMENT	R	11/21/2022	90,653.66		239142		
I-099890 10/26/22	10/26/22 STATEMENT	R	11/21/2022	132,267.10		239142		
I-101656 10/26/22	10/26/22 STATEMENT	R	11/21/2022	89,533.39		239142		623,777.62
	*** VENDOR TOTALS ***					1 CHECKS		623,777.62
001327	GL ANKENY LLC							
I-DOCS271651	UNIT #621 REPAIRS	R	11/21/2022	385.31		239143		385.31
	*** VENDOR TOTALS ***					1 CHECKS		385.31

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000161	DEWEY FORD INC							
I-595741FOW	UNIT 243 SPEAKER -PW	R	11/21/2022	34.13		239144		
I-595747FOW	#231/#243 WHEEL ASY	R	11/21/2022	1,327.23		239144		
I-595809FOW	UNIT #113 SENSOR	R	11/21/2022	85.00		239144		1,446.36
	*** VENDOR TOTALS ***					1 CHECKS		1,446.36
011431	DINNER DELIGHTS							
I-11/03/2022	FREEZER MEAL CLASS	R	11/21/2022	1,416.00		239145		1,416.00
	*** VENDOR TOTALS ***					1 CHECKS		1,416.00
002143	DOORS INC							
I-326031	AMP HARDWARE	E	11/23/2022	265.00		006096		
I-326051	STRIKE REPAIR/HARDWARE INSTALL	E	11/23/2022	728.50		006096		
I-326642	KEYS -FD	E	11/23/2022	105.00		006096		1,098.50
	*** VENDOR TOTALS ***					1 CHECKS		1,098.50
007346	BRANDON DYER							
I-10/25/22-11/03/22	10/25-11/3/22 MEAL REIMBSMNTS	E	11/23/2022	55.15		006147		55.15
	*** VENDOR TOTALS ***					1 CHECKS		55.15
010388	KYLE DYKSTRA							
I-11/07/2022 BOOTS	11/2022 BOOT REIMBURSEMENT	E	11/23/2022	140.00		006152		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
000628	EIDE BAILLY LLP							
I-EI01404110	INTERIM AUDIT FY22	E	11/23/2022	21,000.00		006085		
I-EI01410052	HOTLINE SUBMISSION/REPORT	E	11/23/2022	75.00		006085		21,075.00
	*** VENDOR TOTALS ***					1 CHECKS		21,075.00
001411	ELECTRIC PUMP							
I-0898191-IN	LIFT STATION CNTRL PANEL	E	11/23/2022	259.25		006090		259.25
	*** VENDOR TOTALS ***					1 CHECKS		259.25
000186	ELECTRONIC ENGINEERING							
I-120014181-1	SQUAD CAR REPAIRS	E	11/23/2022	375.00		006076		375.00
	*** VENDOR TOTALS ***					1 CHECKS		375.00
011454	ENCORE DANCE ACADEMY							
I-10/2022CLASSES	ENCORE OCTOBER 2022	E	11/23/2022	1,728.00		006140		1,728.00
	*** VENDOR TOTALS ***					1 CHECKS		1,728.00
011647	GRANT ETHERINGTON							
I-11/04/22	STORMWATER BMP REIMBURSEMENT	R	11/21/2022	1,715.00		239146		1,715.00
	*** VENDOR TOTALS ***					1 CHECKS		1,715.00

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011648	VISITING NURSE SERVICES OF IOWA							
I-5416	INFLUENZA VACCINES	R	11/21/2022	3,155.00		239147		3,155.00
	*** VENDOR TOTALS ***					1 CHECKS		3,155.00
009447	EVOLUTION CONTRACTING							
I-1183	HYDRANT REPLACEMENT	R	11/21/2022	4,720.00		239148		4,720.00
	*** VENDOR TOTALS ***					1 CHECKS		4,720.00
005478	EXCEL MECHANICAL COMPANY INC							
I-157661	ERV2 MOTOR REPAIR-KL	E	11/23/2022	528.00		006113		
I-157663	SERVICE ON ERVS -KL	E	11/23/2022	756.80		006113		1,284.80
	*** VENDOR TOTALS ***					1 CHECKS		1,284.80
002285	FASTENAL COMPANY							
I-IADES422315	SUPPLIES - STREETS	E	11/23/2022	36.75		006098		36.75
	*** VENDOR TOTALS ***					1 CHECKS		36.75
000197	FEDERAL EXPRESS CORPORATION							
I-7-934-23380	10/19/22 SHIPPING -OC PRO	R	11/21/2022	45.93		239149		45.93
	*** VENDOR TOTALS ***					1 CHECKS		45.93
009039	FINDAWAY WORLD LLC							
I-409489	MULTIMEDIA - KL	R	11/21/2022	381.70		239150		
I-410562	MULTIMEDIA - KL	R	11/21/2022	56.99		239150		438.69
	*** VENDOR TOTALS ***					1 CHECKS		438.69
007648	DAIOHS USA INC							
I-638405	COFFEE SERVICES - PW	E	11/23/2022	135.50		006121		135.50
	*** VENDOR TOTALS ***					1 CHECKS		135.50
010286	AT&T MOBILITY II LLC							
I-10272022 FD	9/20/22-10/19/22 STATEMENT-FD	R	11/21/2022	1,132.04		239151		
I-10272022 PD	9/20/22-10/19/22 STATEMENT-PD	R	11/21/2022	1,540.09		239151		2,672.13
	*** VENDOR TOTALS ***					1 CHECKS		2,672.13
002078	FOTH & VAN DYKE LLC							
I-80685 #7	PAY 7-NORTH 4MILE CRK TNK SWR	E	11/23/2022	4,324.00		006094		4,324.00
	*** VENDOR TOTALS ***					1 CHECKS		4,324.00
000211	GALE							
I-79513060	OCTOBER LG PRNT DIST 5 PLAN	E	11/23/2022	65.25		006077		
I-79535935	OCTOBER CORE 8 PLAN	E	11/23/2022	28.49		006077		
I-79536223	OCTOBER WHEELER HRDCVR 5 PLN	E	11/23/2022	57.73		006077		
I-79537083	OCTOBER 5 STAR WSTRN 2 PLN	E	11/23/2022	19.46		006077		
I-79537432	OCTOBER BASIC 8 PLAN	E	11/23/2022	28.49		006077		
I-79608146	NOVEMBER 5 STAR WESTERN 2 PLN	E	11/23/2022	38.92		006077		
I-79622576	SEPTEMBER LG PRINT DIST 5 PLAN	E	11/23/2022	69.74		006077		
I-79628052	NOVEMBER BASIC 8 PLAN	E	11/23/2022	268.40		006077		576.48
	*** VENDOR TOTALS ***					1 CHECKS		576.48

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003712	GALLS, LLC							
C-022316619	CR: UNIFORMS - PD	R	11/21/2022	40.98CR		239152		
C-022387840	CR: UNIFORMS - PD	R	11/21/2022	186.00CR		239152		
I-022286380	UNIFORMS - PD	R	11/21/2022	186.00		239152		
I-022319122	UNIFORMS - PD	R	11/21/2022	144.50		239152		
I-022319154	UNIFORMS - PD	R	11/21/2022	186.00		239152		
I-022355742	UNIFORMS - PD	R	11/21/2022	25.99		239152		
I-022355771	UNIFORMS - PD	R	11/21/2022	51.98		239152		
I-022355772	UNIFORMS - PD	R	11/21/2022	25.99		239152		
I-022508192	NAMEBAR SEALS - FD	R	11/21/2022	130.09		239152		
I-022511363	MENS ICE LONG SLEEVE POLO-FD	R	11/21/2022	93.48		239152		617.05
	*** VENDOR TOTALS ***					1 CHECKS		617.05
011653	KRISTEN GOBLE							
I-11/2022 TEMP ESMT	11/2022 TEMPORARY EASEMENT	R	11/21/2022	300.00		239153		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
000227	GRAINGER							
I-9493390174	PRESSURE GAUGE - FD	E	11/23/2022	23.83		006078		
I-9498330092	SAFETY BINDER - CG	E	11/23/2022	41.42		006078		
I-9498330100	OPTIC SENSOR - OC	E	11/23/2022	61.74		006078		
I-9501118872	FAUCET - CH	E	11/23/2022	114.93		006078		
I-9504896375	GREASE -OCM	E	11/23/2022	151.96		006078		393.88
	*** VENDOR TOTALS ***					1 CHECKS		393.88
008737	TRAVIS GRANDGEORGE							
I-10/11/22-10/13/22	10/11-10/13/22 MEALS	R	11/21/2022	42.43		239154		42.43
	*** VENDOR TOTALS ***					1 CHECKS		42.43
000252	GRIMES ASPHALT AND PAVING CORP							
I-PAY2-SE DEL HMA	PAY 2-SE DELAWARE HMA WDNG	R	11/21/2022	286,943.93		239155		286,943.93
	*** VENDOR TOTALS ***					1 CHECKS		286,943.93
007544	HOWREY CONSTRUCTION INC							
I-PAY2-BELLAGIO PK	PAY 2-BELLAGIO PARK IMPVMNTS	R	11/21/2022	229,510.79		239156		229,510.79
	*** VENDOR TOTALS ***					1 CHECKS		229,510.79
005531	HR GREEN INC							
I-156791 #3	PAY 3-SW STATE ST FIBER RELCTE	E	11/23/2022	2,160.00		006115		2,160.00
	*** VENDOR TOTALS ***					1 CHECKS		2,160.00
000959	PAUL HUBBARD							
I-09/2022-10/2022	SEPT-OCT 2022 PARKOUR	E	11/23/2022	1,064.00		006144		1,064.00
	*** VENDOR TOTALS ***					1 CHECKS		1,064.00

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000253	HY-VEE INC							
I-200489	LEAF CLEANUP MEALS - PW	R	11/21/2022	36.98		239157		
I-521246	BREAK ROOM SUPPLIES - PW	R	11/21/2022	42.22		239157		
I-809622	LEAF CLEANUP MEALS - PW	R	11/21/2022	40.32		239157		119.52
	*** VENDOR TOTALS ***					1 CHECKS		119.52
008906	IMAGE TREND INC							
I-138735	MYEMSCARE MONTHLY FEE-FD	E	11/23/2022	83.33		006128		83.33
	*** VENDOR TOTALS ***					1 CHECKS		83.33
009565	INFOSEND INCORPORATED							
I-223276	10/2022 MAIL SERVICES	R	11/21/2022	10,922.85		239158		10,922.85
	*** VENDOR TOTALS ***					1 CHECKS		10,922.85
007922	INFOSENSE, INC							
I-3835	SL-DOG SUBSCRIPTION	R	11/21/2022	995.00		239159		995.00
	*** VENDOR TOTALS ***					1 CHECKS		995.00
000266	INTERSTATE BATTERY SYSTEM							
I-40211414	BATTERIES - CG	E	11/23/2022	383.85		006079		383.85
	*** VENDOR TOTALS ***					1 CHECKS		383.85
000979	INTOXIMETERS INC							
I-718655	DRYGAS - PD	R	11/21/2022	125.00		239160		
I-719014	FST SUPPLIES - PD	R	11/21/2022	2,490.00		239160		2,615.00
	*** VENDOR TOTALS ***					1 CHECKS		2,615.00
009633	IOWA CIVIL CONTRACTING, INC							
I-PAY3FNL-PCCPVMNT	PAY3FINAL-2022 PCC PVMNT PRESV	R	11/21/2022	627.00		239161		627.00
009633	IOWA CIVIL CONTRACTING, INC							
I-RTNG-PCCPVMNT	RTNG-2022PCC PVMNT PRESVTN	R	11/21/2022	18,351.77		239162		18,351.77
	*** VENDOR TOTALS ***					2 CHECKS		18,978.77
005403	IOWA COMMUNITIES ASSURANCE POO							
I-ICP059374A1	ICAP DEDUCTIBLE ICP059374A1	R	11/21/2022	959.30		239163		959.30
	*** VENDOR TOTALS ***					1 CHECKS		959.30
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-322161	BICYCLE INSTR SCHOOL-W REED	R	11/21/2022	300.00		239164		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV84876	INSTALL 5-WORK COMP PREM 22-23	R	11/21/2022	41,655.00		239165		41,655.00
	*** VENDOR TOTALS ***					1 CHECKS		41,655.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003226	IOWA ONE CALL							
I-245718	9/30/22 EMAIL SERVICES-TRFC	E	11/23/2022	200.70		006104		200.70
	*** VENDOR TOTALS ***					1 CHECKS		200.70
010380	IOWA REINDEER RENTALS, LLC							
I-9985-8	12/2/22 REINDEER/SLEIGH	R	11/21/2022	1,000.00		239166		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
010517	J & M DISPLAYS INC							
I-57507	FIREWORKS DISPLAY	R	11/21/2022	6,000.00		239167		6,000.00
	*** VENDOR TOTALS ***					1 CHECKS		6,000.00
007827	JEO CONSULTING GROUP INC							
I-201512.00 #16	PAY 16-SE DELAWARE HMA WDNG	E	11/23/2022	30,205.00		006122		30,205.00
	*** VENDOR TOTALS ***					1 CHECKS		30,205.00
000065	RENEWABLE ENERGY GROUP INC							
I-569974	11/07/22 DIESEL/87E10	E	11/23/2022	27,084.70		006074		
I-93406	10/19/22 DIESEL DYED	E	11/23/2022	2,012.61		006074		
I-93815	11/09/22DIESEL/UNLEADED87-PRSC	E	11/23/2022	795.68		006074		29,892.99
	*** VENDOR TOTALS ***					1 CHECKS		29,892.99
009201	KIESLER POLICE SUPPLY INC							
I-IN200863	FEDERAL 12GA SLUGS	E	11/23/2022	2,154.96		006130		2,154.96
	*** VENDOR TOTALS ***					1 CHECKS		2,154.96
008194	KLOCKE'S EMERGENCY VEHICLES LL							
I-024703	UNIT #113 AUTO EJECT/DISPLAY	R	11/21/2022	545.16		239168		545.16
	*** VENDOR TOTALS ***					1 CHECKS		545.16
011540	KNOWBE4, INC.							
I-INV220242	SECURITY AWARENESS TRNG	E	11/23/2022	532.40		006142		532.40
	*** VENDOR TOTALS ***					1 CHECKS		532.40
010148	LA CROSSE SEED, LLC							
I-SI-2304146	SUN/SHADE MIX - MU	E	11/23/2022	460.00		006134		460.00
	*** VENDOR TOTALS ***					1 CHECKS		460.00
001650	NATHAN R LAMPE							
I-11/01/2022 MEALS	11/01/22 MEAL REIMBURSEMENT	R	11/21/2022	17.32		239169		17.32
	*** VENDOR TOTALS ***					1 CHECKS		17.32
002368	LAWSON PRODUCTS INC							
I-9310025891	SHOP PARTS - CG	E	11/23/2022	60.26		006099		60.26
	*** VENDOR TOTALS ***					1 CHECKS		60.26

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003193	COLTON LIPPERT							
I-10/31/22	WORK BOOT REIMBURSEMENT	E	11/23/2022	90.09		006146		90.09
	*** VENDOR TOTALS ***					1 CHECKS		90.09
004810	LOGAN CONTRACTORS SUPPLY							
I-B15002	ALUM CONC PLACER WO HOOK-MU	E	11/23/2022	86.52		006109		86.52
	*** VENDOR TOTALS ***					1 CHECKS		86.52
009304	ELIZABETH LYONS							
I-10/2022 CLASS	10/2022 CANVAS CLASS	R	11/21/2022	444.00		239170		
I-11/2022CREATIVITY	KIDS CREATE NOVEMBER CAMP	R	11/21/2022	1,482.00		239170		1,926.00
	*** VENDOR TOTALS ***					1 CHECKS		1,926.00
002207	MANATTS INC							
I-5083173	10/19/22 C4WRC10/MIN LOAD-PKS	E	11/23/2022	320.00		006097		
I-5084944	11/02/22 C-SUD 10% 3AGG	E	11/23/2022	930.00		006097		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
002183	MCCLURE ENGINEERING CO							
I-202200919-000 #4	PAY 4-SW STATE RECON-SB LANES	R	11/21/2022	21,080.25		239171		
I-211008-010 #8	PAY 8-NW 18TH RECON-ASH/ANKB	R	11/21/2022	91,841.25		239171		112,921.50
	*** VENDOR TOTALS ***					1 CHECKS		112,921.50
010439	JOSEPH MCCURDY							
I-08/25/22-09/06/22	8/25-9/6/22 BOOKS/SOFTWARE	E	11/23/2022	720.40		006153		720.40
	*** VENDOR TOTALS ***					1 CHECKS		720.40
009562	JAKE MCDONOUGH							
I-10/10/22-10/14/22	10/14/22 MEALS	E	11/23/2022	38.84		006151		38.84
	*** VENDOR TOTALS ***					1 CHECKS		38.84
011652	JAMES MCNAMARA							
I-11/2022 LAND IMP	11/2022 LAND IMPROVEMENTS	R	11/21/2022	3,120.00		239172		
I-11/2022 ROW	11/2022 RIGHT OF WAY	R	11/21/2022	1,400.00		239172		
I-11/2022 TEMP ESMT	11/2022 TEMPORARY EASEMENT	R	11/21/2022	805.00		239172		5,325.00
	*** VENDOR TOTALS ***					1 CHECKS		5,325.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-25496	DRUG TESTING-PRE AND RANDOM	E	11/23/2022	252.00		006092		252.00
	*** VENDOR TOTALS ***					1 CHECKS		252.00
004747	MENARDS							
I-70332	TMBR GRN TRTD - OCM	R	11/21/2022	83.76		239173		
I-76084	12" SPIKE - OCM	R	11/21/2022	39.98		239173		
I-76094	TAPE/BATTERIES/LUBE/DSTR-TRFC	R	11/21/2022	457.81		239173		
I-76112	WASHERS/AUGERS/NUTS/MISC-OCM	R	11/21/2022	212.59		239173		
I-76149	TORX/DRIVE BIT/SPIKE-OCM	R	11/21/2022	31.96		239173		
I-76250	DRILL BIT/ANCHOR/SFTY PIN-TRFC	R	11/21/2022	31.91		239173		

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I-76441	FLSHLT/PLIER/GLOVES - CG	R	11/21/2022	106.35		239173		
I-76475	TOOLS/SHOP SUPPLIES-MU	R	11/21/2022	229.67		239173		
I-76496	HAMMER/WRN STD/STRIPPER-MU	R	11/21/2022	68.87		239173		
I-76524	CABLE TIES/ELECTAPE-TREE LTNG	R	11/21/2022	182.54		239173		
I-76534	GLOVES - CG	R	11/21/2022	19.99		239173		
I-76544	DUPLEX -OC	R	11/21/2022	7.98		239173		
I-76597	STREET SUPPLIES - PW	R	11/21/2022	58.67		239173		
I-76635	CPLNG/ELBOW/ADPTR/MISC-PRSC	R	11/21/2022	29.10		239173		
I-76745	CLAMPS - PD	R	11/21/2022	5.37		239173		
I-76755	CEMENT/CLEANER/CAP-FD	R	11/21/2022	28.02		239173		
I-76756	GOGGLES/NIPPLE - PW	R	11/21/2022	23.97		239173		
I-76812	CONDUIT/TERM/SWCH/CABLE-PW	R	11/21/2022	47.48		239173		
I-76864	CARIBINER/RINGS/SCRW EXTRCT-PK	R	11/21/2022	26.86		239173		
I-76955	STRND THN/SCRWS - PW	R	11/21/2022	81.73		239173		
I-76986	CONDUIT/CNCTR/CPLR/SCRW-PW	R	11/21/2022	23.67		239173		1,798.28
*** VENDOR TOTALS ***						1 CHECKS		1,798.28
007664	MERCY NORTH PHARMACY							
I-11/2/2022	EMS PHARMACY	R	11/21/2022	1,011.40		239174		1,011.40
*** VENDOR TOTALS ***						1 CHECKS		1,011.40
009296	MERRITT COMPANY INC							
I-62949	JANITORIAL SUPPLIES - PW	R	11/21/2022	383.09		239175		
I-62950	ACC CLEANING SUPPLIES	R	11/21/2022	912.57		239175		1,295.66
*** VENDOR TOTALS ***						1 CHECKS		1,295.66
011606	MIDWEST CRITICAL POWER LLC							
I-1162	ROOT GENERATOR REPAIR-FS1	R	11/21/2022	645.00		239176		645.00
*** VENDOR TOTALS ***						1 CHECKS		645.00
009696	MIDWEST PAINT LLC							
I-2206-0815-9503	DOOR PAINTING-PRSC	R	11/21/2022	5,793.00		239177		
I-2211-1312-9965	REPAINT DOORS - PRSC	R	11/21/2022	250.00		239177		6,043.00
*** VENDOR TOTALS ***						1 CHECKS		6,043.00
011571	MIDWEST PLAYSCAPES INC							
I-9822	PLAYGROUND REPAIR PARTS	R	11/21/2022	999.94		239178		999.94
*** VENDOR TOTALS ***						1 CHECKS		999.94
000343	MIRACLE RECREATION							
I-848497	STEPPING POD - PKS	R	11/21/2022	231.86		239179		231.86
*** VENDOR TOTALS ***						1 CHECKS		231.86

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			DATE			NO	STATUS	AMOUNT
1	BALES, COLBY							
I-000202211159499	US REFUND	R	11/21/2022	43.55		239062		43.55
1	BOELEN, THEODORUS							
I-000202211159482	US REFUND	R	11/21/2022	23.50		239063		23.50
1	BURT, PARKER							
I-000202211159484	US REFUND	R	11/21/2022	65.44		239064		65.44
1	CHRISTY, SHELLEY							
I-000202211159479	US REFUND	R	11/21/2022	41.75		239065		41.75
1	DICKBERND, NATE							
I-000202211159472	US REFUND	R	11/21/2022	64.94		239066		64.94
1	FERLITSCH, SETH							
I-000202211159506	US REFUND	R	11/21/2022	45.91		239067		45.91
1	FISHER, MATTHEW N							
I-000202211159488	US REFUND	R	11/21/2022	60.83		239068		60.83
1	FITZGERALD, EVAN							
I-000202211159507	US REFUND	R	11/21/2022	31.92		239069		31.92
1	GOTTLIEB, JULIE							
I-000202211159481	US REFUND	R	11/21/2022	64.71		239070		64.71
1	GRIMES, WILLIAM							
I-000202211159492	US REFUND	R	11/21/2022	42.59		239071		42.59
1	HARRINGTON, TIM							
I-000202211159501	US REFUND	R	11/21/2022	87.29		239072		87.29
1	HILL, TAYLOR							
I-000202211159483	US REFUND	R	11/21/2022	50.40		239073		50.40
1	HORNESS, JUSTIN							
I-000202211159498	US REFUND	R	11/21/2022	38.27		239074		38.27
1	KEMPT, KYLE							
I-000202211159476	US REFUND	R	11/21/2022	22.99		239075		22.99
1	KOCH, SARA							
I-000202211159495	US REFUND	R	11/21/2022	10.61		239076		10.61

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	LANE, ASHLEY							
I-000202211159475	US REFUND	R	11/21/2022	33.12		239077		33.12
1	MARIENAU, CAROLYN							
I-000202211159496	US REFUND	R	11/21/2022	37.82		239078		37.82
1	MARKEY, ANTHONY							
I-000202211159478	US REFUND	R	11/21/2022	39.42		239079		39.42
1	MAUBACH, JOHN							
I-000202211159474	US REFUND	R	11/21/2022	61.15		239080		61.15
1	MCNALLY, BRANDON							
I-000202211159504	US REFUND	R	11/21/2022	96.55		239081		96.55
1	MENDIETA, MARVIN							
I-000202211159491	US REFUND	R	11/21/2022	62.94		239082		62.94
1	MICKELSON, MEKENZIE							
I-000202211159470	US REFUND	R	11/21/2022	52.63		239083		52.63
1	MILLER, JOYCE & KEIT							
I-000202211159502	US REFUND	R	11/21/2022	97.46		239084		97.46
1	MUHLNBRUCH, ABBY							
I-000202211159485	US REFUND	R	11/21/2022	42.90		239085		42.90
1	MULLIHAN, CHERYL							
I-000202211159497	US REFUND	R	11/21/2022	166.42		239086		166.42
1	NEHRING, AVERI							
I-000202211159508	US REFUND	R	11/21/2022	41.16		239087		41.16
1	NETUSIL, CODY							
I-000202211159480	US REFUND	R	11/21/2022	57.59		239088		57.59
1	ONKEN, NICOLE							
I-000202211159500	US REFUND	R	11/21/2022	60.73		239089		60.73
1	PATRICK, JACK							
I-000202211159494	US REFUND	R	11/21/2022	44.53		239090		44.53
1	ROBINSON, CHRISTINA							
I-000202211159473	US REFUND	R	11/21/2022	17.73		239091		17.73

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1	SAVAGE, DON & MARY							
I-000202211159503	US REFUND	R	11/21/2022	59.88		239092		59.88
1	SCHEEL, ALLISON							
I-000202211159490	US REFUND	R	11/21/2022	55.31		239093		55.31
1	SEIBERT, RUSSELL							
I-000202211159493	US REFUND	R	11/21/2022	100.00		239094		100.00
1	SHEHAN, RHONDA							
I-000202211159477	US REFUND	R	11/21/2022	37.59		239095		37.59
1	SHEPPARD, RICHARD							
I-000202211159487	US REFUND	R	11/21/2022	20.48		239096		20.48
1	STAATS, EDWARD							
I-000202211159505	US REFUND	R	11/21/2022	86.01		239097		86.01
1	SUTTON, JESSICA							
I-000202211159486	US REFUND	R	11/21/2022	12.42		239098		12.42
1	WIEDMAN, MACKENZIE							
I-000202211159489	US REFUND	R	11/21/2022	5.31		239099		5.31
1	WODEDE, ADUM							
I-000202211159471	US REFUND	R	11/21/2022	24.05		239100		24.05
			*** VENDOR TOTALS ***			39 CHECKS		2,007.90
011599	STACY MITCHELL							
I-11/18/2022 CLASS	11/18/22 COLOR YOUR PLATE	E	11/23/2022	200.00		006154		200.00
			*** VENDOR TOTALS ***			1 CHECKS		200.00
003512	GREETINGS INC							
I-101110	SALT SPREADER PARTS - PKS	R	11/21/2022	7.70		239180		7.70
			*** VENDOR TOTALS ***			1 CHECKS		7.70
006756	MTI DISTRIBUTING INC							
I-1368505-00	BELT -OCM	R	11/21/2022	93.56		239181		93.56
			*** VENDOR TOTALS ***			1 CHECKS		93.56
000350	MUNICIPAL SUPPLY INC							
I-0851322-IN	BRASS PLUG FINE THREAD	R	11/21/2022	29.70		239182		
I-0851758-IN	WRENCH/ROD/LUG -MU	R	11/21/2022	365.40		239182		
I-0852556-IN	BLUE PEX TUBING/PLUG -MU	R	11/21/2022	151.50		239182		
I-0853324-IN	RK009M3 - MU	R	11/21/2022	330.51		239182		
I-0853325-IN	TUBING/CPLNG/ROD-MU	R	11/21/2022	2,762.40		239182		3,639.51
			*** VENDOR TOTALS ***			1 CHECKS		3,639.51

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003832	KELLY MUNTER							
I-11/03/2022	11/03/22 MEAL REIMBURSEMENT	E	11/23/2022	8.60		006106		
I-11/17/2022	MILEAGE 11/17/22 MILEAGE	E	11/23/2022	31.25		006106		39.85
	*** VENDOR TOTALS ***					1 CHECKS		39.85
000278	POWERPLAN							
C-1923143	CR #240 CUTTING EDGE	R	11/21/2022	2,066.40CR		239183		
I-1922893	#240 CUTTING EDGE	R	11/21/2022	2,066.40		239183		
I-1923150	#240 CUTTING EDGE	R	11/21/2022	1,230.06		239183		
I-1924692	WIPER BLADES - PW	R	11/21/2022	25.64		239183		1,255.70
	*** VENDOR TOTALS ***					1 CHECKS		1,255.70
003057	NAPA AUTO PARTS							
C-2986-696008	CR: LAMP - PLOW TRUCKS	R	11/21/2022	96.94CR		239184		
C-2986-698027	CR: TENSIONER/CORE DEP-PW	R	11/21/2022	47.69CR		239184		
I-2986-697035	UNIT #201 OXY/SENSOR	R	11/21/2022	97.99		239184		
I-2986-697388	CABLE TIES - CG	R	11/21/2022	49.99		239184		
I-2986-697672	ANTIFREEZE - FD	R	11/21/2022	41.98		239184		
I-2986-697824	UNIT #271 PARTS	R	11/21/2022	77.67		239184		
I-2986-697834	UNIT #268 MEGA CLAMP	R	11/21/2022	13.36		239184		
I-2986-697886	OIL FILTER - CG	R	11/21/2022	5.51		239184		
I-2986-697894	OIL FLTR/FUEL FLTRS - CG	R	11/21/2022	59.74		239184		
I-2986-697944	BATTERY/CORE DEP-PW SPRAYER	R	11/21/2022	94.96		239184		
I-2986-698088	OIL FILTER - CG	R	11/21/2022	27.66		239184		
I-2986-698124	HYD JACK OIL - MU	R	11/21/2022	125.88		239184		
I-2986-698155	SURFACE COND PAD - CG	R	11/21/2022	4.20		239184		
I-2986-698304	LAMPS - CG	R	11/21/2022	34.26		239184		
I-2986-698310	OIL DRY - CG	R	11/21/2022	59.95		239184		
I-2986-698319	AIR/OIL FILTER -CG	R	11/21/2022	16.00		239184		
I-2986-698362	UNIT #619 AIR FILTER	R	11/21/2022	14.08		239184		
I-2986-698392	GOLD CAB FILTER - CG	R	11/21/2022	16.00		239184		
I-2986-698400	AIR FILTER - CG	R	11/21/2022	13.00		239184		
I-2986-698494	FUEL FILTER -CG	R	11/21/2022	47.58		239184		
I-2986-698520	UNIT #69 BRAKE PAD/ROTOR	R	11/21/2022	224.48		239184		
I-2986-698614	PLOW TRUCK SPINNER KNOB	R	11/21/2022	17.49		239184		897.15
	*** VENDOR TOTALS ***					1 CHECKS		897.15
011645	NORTH CENTRAL REGIONAL LIBRARY							
I-10/31/2022	DAMAGED BOOK -KL	R	11/21/2022	29.95		239185		29.95
	*** VENDOR TOTALS ***					1 CHECKS		29.95
011643	ERIN NULPH							
I-AFD25226	PATIENT REFUND - FD	R	11/21/2022	848.69		239186		848.69
	*** VENDOR TOTALS ***					1 CHECKS		848.69

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000367	O'HALLORAN INTERNATIONAL							
C-31P177467	CR: UNIT 925 OILPN KIT	E	11/23/2022	916.76CR		006080		
C-31P177468	CR: UNIT 232 BLCK FACE ENGLS	E	11/23/2022	163.85CR		006080		
I-31P177006	UNIT #925 OILPN KIT	E	11/23/2022	916.76		006080		
I-31P177034	UNIT #925 GAUGE/TUBE/FILLER	E	11/23/2022	90.42		006080		
I-31P177485	UNIT #251 VALVE HGHT CNTROL	E	11/23/2022	157.63		006080		84.20
	*** VENDOR TOTALS ***					1 CHECKS		84.20
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000269432	11/01/22-11/30/22 WORLDSHARE	E	11/23/2022	47.69		006120		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69
009328	IMRAN ODOBASIC							
I-09/12/22-09/16/22	9/12-9/16/22 TRAVEL REIMBSMNT	E	11/23/2022	71.60		006149		71.60
	*** VENDOR TOTALS ***					1 CHECKS		71.60
003727	ODP BUSINESS SOLUTIONS, LLC							
C-273213172001	CR:PENS/ERASERS/STRIPS -FD	R	11/21/2022	100.71CR		239187		
C-273873169001	CR: CALENDARS -FD	R	11/21/2022	35.69CR		239187		
I-269375848001	DVD APD SERVER ROOM	R	11/21/2022	1,058.04		239187		
I-269862927001	STAMPS/PAD/CLPBRD/TWLS/KTCHN	R	11/21/2022	290.18		239187		
I-269942231001	COFFEE STIRRERS - PW	R	11/21/2022	1.95		239187		
I-269942256001	LEAD - PW	R	11/21/2022	4.00		239187		
I-269942285001	ENVELOPES-PW	R	11/21/2022	35.49		239187		
I-270095489001	CALENDAR - FD	R	11/21/2022	35.69		239187		
I-270097585001	OFFICE SUPPLIES - FD	R	11/21/2022	300.76		239187		
I-272626475001	PAPER/INK/WIPES/PENS-KL	R	11/21/2022	551.37		239187		
I-273213179001	PENS/ERASERS/STRIPS-FD	R	11/21/2022	100.71		239187		
I-273213182001	CALENDAR - FD	R	11/21/2022	31.99		239187		
I-273363284001	BINDERS/FOLDERS - PD	R	11/21/2022	86.50		239187		
I-273434861001	INK- CODE	R	11/21/2022	106.24		239187		
I-273673673001	PAPER/HGHLGHTR/PEN/MARKER-CH	R	11/21/2022	106.31		239187		
I-273674551001	PENS - CH	R	11/21/2022	5.12		239187		
I-273912690001	DUSTER -PD	R	11/21/2022	54.56		239187		
I-274250079001	CALENDARS/PENS/FLDRS/MISC-PW	R	11/21/2022	320.34		239187		
I-274250079002	WALL CALENDAR - PW	R	11/21/2022	23.99		239187		
I-274250596001	PLANNERNOTES -PW	R	11/21/2022	21.59		239187		
I-274250600001	CALENDAR - PW	R	11/21/2022	15.99		239187		
I-274646721001	PENS /TONER -OC	R	11/21/2022	56.65		239187		
I-275041577001	REFILL BABYWIPES - KL	R	11/21/2022	21.99		239187		
I-275041699001	DISINFECTING WIPES-KL	R	11/21/2022	93.54		239187		
I-275647853001	TAPE - CH	R	11/21/2022	153.61		239187		3,340.21
	*** VENDOR TOTALS ***					1 CHECKS		3,340.21

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009363	ON-TRACK CONSTRUCTION LLC							
I-PAY3FNL-DMDHILLS	PAY3FNL-DIAMOND HILLS GRNWX	R	11/21/2022	56,525.94		239188		56,525.94
009363	ON-TRACK CONSTRUCTION LLC							
I-RTNG-DMDHILLS	RTNG-DIAMOND HILLS GREENWAY	R	11/21/2022	14,987.36		239189		14,987.36
	*** VENDOR TOTALS ***					2 CHECKS		71,513.30
007878	OVERDRIVE INC							
I-06497CO22392796	MISC MULTIMEDIA - KL	R	11/21/2022	987.87		239190		
I-06497CO22392836	MULTIMEDIA - KL	R	11/21/2022	821.79		239190		
I-06497CO22392867	MISC MULTIMEDIA - KL	R	11/21/2022	612.97		239190		
I-06497CO22394022	MISC MULTIMEDIA - KL	R	11/21/2022	5.49		239190		
I-06497CO22402648	MISC MULTIMEDIA - KL	R	11/21/2022	924.16		239190		
I-06497CO22403888	MULTIMEDIA - KL	R	11/21/2022	957.41		239190		
I-06497DA22400105	MULTIMEDIA - KL	R	11/21/2022	562.42		239190		
I-06497DA22408083	MULTIMEIDA - KL	R	11/21/2022	232.47		239190		5,104.58
	*** VENDOR TOTALS ***					1 CHECKS		5,104.58
003105	P & M APPAREL							
I-51144	POLOS - FD	E	11/23/2022	436.56		006103		436.56
	*** VENDOR TOTALS ***					1 CHECKS		436.56
001106	P & P SMALL ENGINES INC							
I-448258	LIQUITUBE - OCM	R	11/21/2022	39.98		239191		39.98
	*** VENDOR TOTALS ***					1 CHECKS		39.98
009454	PAINT PUMP PROS LLC							
I-7010	ROD/KIT/FLTR/GRD -PRSC	R	11/21/2022	365.80		239192		365.80
	*** VENDOR TOTALS ***					1 CHECKS		365.80
011375	PAR INDUSTRIES LLC							
I-22388-1	ELECTRICAL FOR FANS-PW	R	11/21/2022	7,200.00		239193		7,200.00
	*** VENDOR TOTALS ***					1 CHECKS		7,200.00
011557	JILL PATTERSON							
I-11/09/2022 CLASS	11/09/2022 SAVING AT THE MKT	R	11/21/2022	250.00		239194		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
002191	PC PRINT CENTER							
I-110722-STC	WINDOW STICKERS - FD	R	11/21/2022	142.53		239195		142.53
	*** VENDOR TOTALS ***					1 CHECKS		142.53
009158	PERFORMANCE FOODSERVICE - THOM							
I-7126034	FOOD FOR RESALE - OC	R	11/21/2022	705.51		239196		705.51
	*** VENDOR TOTALS ***					1 CHECKS		705.51

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009443	PERMABAND INC							
I-4009	STAINLESS STEEL BUCKLES-TRFC	R	11/21/2022	129.00		239197		129.00
	*** VENDOR TOTALS ***					1 CHECKS		129.00
003141	PIGOTT INC							
I-131644	NAMEPLATE -PW	R	11/21/2022	32.26		239198		
I-132736	CHAIR CASTERS - FINANCE	R	11/21/2022	32.25		239198		64.51
	*** VENDOR TOTALS ***					1 CHECKS		64.51
000384	PITNEY BOWES INC							
I-1021827506	11/16/22-2/15/23 RENTAL-CH	E	11/23/2022	84.00		006081		84.00
	*** VENDOR TOTALS ***					1 CHECKS		84.00
009011	THE PITNEY BOWES RESERVE ACCOU							
I-20829776 11/22KL	POSTAGE METER REFIL-KL	E	11/23/2022	1,500.00		006129		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-153564	9/8/22 PIZZA HAWKEYE	R	11/21/2022	15.00		239199		
I-153585	9/20/22 PIZZA HAWKEYE	R	11/21/2022	7.50		239199		
I-156716	8/10/22 PIZZA HAWKEYE	R	11/21/2022	7.50		239199		
I-158454	10/10/22 PIZZA HAWKEYE	R	11/21/2022	7.50		239199		
I-158468	10/17/22 PIZZA HAWKEYE	R	11/21/2022	22.50		239199		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00
010385	POLICE LEGAL SCIENCES INC							
I-11386	2023 PLS SUBSCRIPTION	E	11/23/2022	11,040.00		006136		11,040.00
	*** VENDOR TOTALS ***					1 CHECKS		11,040.00
005176	POLK CITY FIRE & RESCUE DEPART							
I-OCTOBER 2022	COQ FROM PCFD	E	11/23/2022	1,000.00		006112		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-FY22-23	TRUNK SWR JOINT PUB SVC AGREE	R	11/21/2022	531,896.00		239200		531,896.00
	*** VENDOR TOTALS ***					1 CHECKS		531,896.00
000387	POLK COUNTY RECORDER							
I-10/24/2022 NC22-24	ANNEXATION CASE NC22-24	R	11/11/2022	647.00		239061		647.00
	*** VENDOR TOTALS ***					1 CHECKS		647.00
009386	POMP'S TIRE SERVICE, INC							
I-1400096504	UNIT #992 DYNAPRO	E	11/23/2022	596.40		006132		
I-1400096625	UNIT #308 ADVENTURE	E	11/23/2022	678.36		006132		1,274.76
	*** VENDOR TOTALS ***					1 CHECKS		1,274.76

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007525	DARIUS V POTTS							
I-10/14/22-10/19/22	10/14-10/19 TRAVEL REIMBRSMNT	E	11/23/2022	33.40		006148		33.40
	*** VENDOR TOTALS ***					1 CHECKS		33.40
003247	PRAIRIE AG SUPPLY INC							
I-01-140109	TOOTH BLADE - OCM	R	11/21/2022	45.00		239201		45.00
	*** VENDOR TOTALS ***					1 CHECKS		45.00
004957	PRIORITY EXCAVATING LLC							
I-ANKMU 165976 #2	PAY 2-N ANKENY BLVD WTR MAIN	R	11/21/2022	9,910.40		239202		9,910.40
	*** VENDOR TOTALS ***					1 CHECKS		9,910.40
005151	JULS DESIGN INC							
I-12021	DESIGN/PRODUCTION/CONSULT-COM	E	11/23/2022	77.99		006111		77.99
	*** VENDOR TOTALS ***					1 CHECKS		77.99
000344	QUICK SUPPLY CO							
I-QSC159445	PROFILE FUTERRA NATURAL-MU	R	11/21/2022	227.80		239203		227.80
	*** VENDOR TOTALS ***					1 CHECKS		227.80
006390	QUILL CORPORATION							
I-28665511	PILOT RETRCT GEL - P&R	R	11/21/2022	13.27		239204		13.27
	*** VENDOR TOTALS ***					1 CHECKS		13.27
003960	RDG IA INC							
I-52336 #8	PAY 8- 4M CRK/TRIBTRY/RESTORE	R	11/21/2022	6,887.75		239205		6,887.75
	*** VENDOR TOTALS ***					1 CHECKS		6,887.75
010311	REAL FOOD 4 KIDS							
I-09/22-10/22COOKING	COOKING CLASS-09/22-10/22	E	11/23/2022	2,618.00		006135		2,618.00
	*** VENDOR TOTALS ***					1 CHECKS		2,618.00
008509	REDBUD LLC							
I-2854 FINAL	PAY 11 FINAL-NATIVE PLANTING	R	11/21/2022	4,797.50		239206		4,797.50
008509	REDBUD LLC							
I-PAY 6-NTV VEG MNT	PAY 6-2022 NATIVE VEG MAINT	R	11/21/2022	1,933.25		239207		1,933.25
008509	REDBUD LLC							
I-RTNG-PLNTG	RTNG-PRAIRIE TRAIL PLANTING	R	11/21/2022	3,979.80		239208		3,979.80
	*** VENDOR TOTALS ***					3 CHECKS		10,710.55
006038	REILLY CONSTRUCTION CO INC							
I-PAY 16-W 1ST WDNG	PAY 16-W1ST WDNG IMP PH1	R	11/21/2022	284,168.06		239209		284,168.06
	*** VENDOR TOTALS ***					1 CHECKS		284,168.06

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008276	RELIANT FIRE APPARATUS INC							
I-5WI000038	REPAIRS-FD	R	11/21/2022	1,345.84		239210		1,345.84
	*** VENDOR TOTALS ***					1 CHECKS		1,345.84
011655	RIORDAN PARTNERS LLC							
I-11/2022 LAND IMP	11/2022 LAND IMPROVEMENTS	R	11/21/2022	500.00		239211		
I-11/2022 ROW	11/2022 RIGHT OF WAY	R	11/21/2022	17,575.00		239211		
I-11/2022 TEMP ESMT	11/2022 TEMPORARY EASEMENT	R	11/21/2022	6,420.00		239211		24,495.00
	*** VENDOR TOTALS ***					1 CHECKS		24,495.00
009430	ROSS CHEMICAL SYSTEMS INC							
C-15929	CR: SPARKLE -FD	R	11/21/2022	134.40CR		239212		
I-15922	SPARKLE/POKE - FD	R	11/21/2022	686.40		239212		552.00
	*** VENDOR TOTALS ***					1 CHECKS		552.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-024603	SALVAGE COVER - FD	E	11/23/2022	213.05		006116		
I-INV-024642	FLOW TESTING-FD	E	11/23/2022	5,297.91		006116		5,510.96
	*** VENDOR TOTALS ***					1 CHECKS		5,510.96
000661	JOSEPH M SCHAFFER							
I-10/14/22-10/19/22	10/14-10/19/22 TRAVEL	R	11/21/2022	31.66		239213		31.66
	*** VENDOR TOTALS ***					1 CHECKS		31.66
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-43377893	BOOKS - KL	R	11/21/2022	18.20		239214		
I-43401344	BOOKS - KL	R	11/21/2022	54.60		239214		72.80
	*** VENDOR TOTALS ***					1 CHECKS		72.80
000835	SF MOBILE-VISION INC							
I-49573	SERVICE COVERAGE - PD	E	11/23/2022	4,785.00		006086		4,785.00
	*** VENDOR TOTALS ***					1 CHECKS		4,785.00
002116	SHATTUCK/RPM INC							
I-16536	SOD - PRSC	E	11/23/2022	219.00		006095		219.00
	*** VENDOR TOTALS ***					1 CHECKS		219.00
008519	SHEKAR ENGINEERING, PLC							
I-PAY2FNL-PEDRMPS	PAY2FNL- PED RMP IMP -BRIARWD	R	11/21/2022	90,180.68		239215		90,180.68
008519	SHEKAR ENGINEERING, PLC							
I-RTNG-PDRMPS	RTNG-2022 PED RMPS IMP-BRIARWD	R	11/21/2022	6,575.12		239216		6,575.12
	*** VENDOR TOTALS ***					2 CHECKS		96,755.80

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011405	SHORT ELLIOTT HENDRICKSON INCO							
I-ANKMU 165976 #7	PAY 7-N ANKENY BLVD WATER MAIN	E	11/23/2022	247.56		006138		
I-ANKMU 165980 #4	PAY 4-S ANK BLVD TRNSMSN MN	E	11/23/2022	21,603.75		006138		21,851.31
	*** VENDOR TOTALS ***					1 CHECKS		21,851.31
001103	SHRED-IT							
C-4000119242	CR: REGULAR SERVICE OFF-PD	R	11/21/2022	12.84CR		239217		
I-8002682354	10/12/22 SHREDDING SVCS - PD	R	11/21/2022	61.53		239217		48.69
	*** VENDOR TOTALS ***					1 CHECKS		48.69
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2022-IC-0416	OCTOBER 2022 SUPPLEMENT	E	11/23/2022	329.00		006093		329.00
	*** VENDOR TOTALS ***					1 CHECKS		329.00
000990	SNYDER & ASSOCIATES INC							
I-120.1005.01 #23	PAY 23- NW36TH WDNG ASH/ANKBVD	E	11/23/2022	26,221.65		006087		26,221.65
	*** VENDOR TOTALS ***					1 CHECKS		26,221.65
001280	SPRAYER SPECIALTIES INC							
I-1169336-IN	STREET SUPPLIES - PW	E	11/23/2022	735.42		006089		735.42
	*** VENDOR TOTALS ***					1 CHECKS		735.42
000474	STATE HYGIENIC LABORATORY AR							
I-243802	9/9-9/30/22 TESTING	E	11/23/2022	1,503.00		006083		1,503.00
	*** VENDOR TOTALS ***					1 CHECKS		1,503.00
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 7-CRSWNDRISE	PAY 7-SE CROSSWINDS RISE P2	R	11/21/2022	191,883.32		239218		191,883.32
	*** VENDOR TOTALS ***					1 CHECKS		191,883.32
003339	STREICHER'S							
I-I1597578	BALLISTIC HELMET - PD	R	11/21/2022	862.50		239219		862.50
	*** VENDOR TOTALS ***					1 CHECKS		862.50
011487	STRETCH LAWN CARE							
I-3087	10/29/22-11/04/22 SOUTH ZONEB	E	11/23/2022	6,134.33		006141		6,134.33
	*** VENDOR TOTALS ***					1 CHECKS		6,134.33
010068	T-MOBILE USA INC							
I-10/21/2022	9/21/22-10/20/22 STATEMENT	R	11/21/2022	990.03		239220		990.03
	*** VENDOR TOTALS ***					1 CHECKS		990.03
007289	TAYLOR MADE GOLF COMPANY							
I-36288690	SO MERCH FOR RESALE-OC	R	11/21/2022	1,001.32		239221		1,001.32
	*** VENDOR TOTALS ***					1 CHECKS		1,001.32

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002405	TEAMVIEWER GMBH							
I-R01829719	TEAMVIEWER CORPORATE	R	11/21/2022	1,923.00		239222		1,923.00
	*** VENDOR TOTALS ***					1 CHECKS		1,923.00
000455	TESDELL ELECTRIC LTD							
I-140184	PARKING LOT LIGHTS-PRSC	R	11/21/2022	2,233.16		239223		2,233.16
	*** VENDOR TOTALS ***					1 CHECKS		2,233.16
006441	TITAN MACHINERY INC							
I-17783273 GP	UNIT #204 BLADES	R	11/21/2022	49.00		239224		49.00
	*** VENDOR TOTALS ***					1 CHECKS		49.00
009541	MIKLANNET TENNAL							
I-10/22-11/22CLASSES	10/22-11/22 TOT/LA/BBS	E	11/23/2022	1,728.00		006150		1,728.00
	*** VENDOR TOTALS ***					1 CHECKS		1,728.00
004159	TOYNE INC							
I-IN0015252	AMDOR LIFT ASSEMBLY -FD	R	11/21/2022	32.92		239225		32.92
	*** VENDOR TOTALS ***					1 CHECKS		32.92
004343	TRACTOR SUPPLY COMPANY							
I-603086	GARDEN CULTIVTR- PKS	R	11/21/2022	17.99		239226		17.99
	*** VENDOR TOTALS ***					1 CHECKS		17.99
006765	TRAFFIC CONTROL CORPORATION							
I-139567	FYA OPERATION TROUBLESHOOT-TRF	E	11/23/2022	300.00		006118		
I-139725	CABINET-NW 36TH & STATE	E	11/23/2022	32,250.00		006118		32,550.00
	*** VENDOR TOTALS ***					1 CHECKS		32,550.00
004713	TRANSIT WORKS							
I-149848	MAGNAIL - PW	R	11/21/2022	19.00		239227		19.00
	*** VENDOR TOTALS ***					1 CHECKS		19.00
000465	TREASURER STATE OF IOWA							
I-11/17/2022	MONTHLY SALES & EXCISE TAXES	D	11/17/2022	119,729.74		002091		119,729.74
	*** VENDOR TOTALS ***					1 CHECKS		119,729.74
005479	TREMCO WEATHERPROOFING							
I-96843493	IR SCAN SENIOR CENTER	E	11/23/2022	1,450.00		006114		1,450.00
	*** VENDOR TOTALS ***					1 CHECKS		1,450.00
003278	DAVIS EQUIPMENT CORPORATION							
I-JI74612	BEDKNIFE - OCM	E	11/23/2022	531.56		006105		531.56
	*** VENDOR TOTALS ***					1 CHECKS		531.56

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011651	CAYDEN TYSDAL							
I-08/2022-09/2022	08/22-09/22 SOFTWARE/UNIFRM/BK	E	11/23/2022	729.88		006157		729.88
	*** VENDOR TOTALS ***					1 CHECKS		729.88
002394	THE UNDERGROUND COMPANY LTD							
I-2081	ABANDON 2 SEWER LINES	R	11/21/2022	9,898.00		239228		9,898.00
	*** VENDOR TOTALS ***					1 CHECKS		9,898.00
004516	ST LUKE'S HEALTH RESOURCES							
I-151987	DOT PRE EMPL DRUG SCREEN	R	11/21/2022	42.00		239229		42.00
	*** VENDOR TOTALS ***					1 CHECKS		42.00
005813	EXECUTIVE SERVICES INC							
I-76127	ENVELOPES - WATER CUST SVC	E	11/23/2022	278.75		006117		
I-77120	ENVELOPES - WATER CUST SVC	E	11/23/2022	310.65		006117		589.40
	*** VENDOR TOTALS ***					1 CHECKS		589.40
002135	UPHDM OCCUPATIONAL MEDICINE							
I-149387	AUG/SEPT/OCT 2022 SERVICES	R	11/21/2022	3,386.00		239230		3,386.00
	*** VENDOR TOTALS ***					1 CHECKS		3,386.00
002646	UPS STORE							
I-11/02/2022 FD	GOUND COMMERCIAL - FD	R	11/21/2022	28.39		239231		28.39
	*** VENDOR TOTALS ***					1 CHECKS		28.39
006789	HD SUPPLY FACILITIES MAINTENAN							
C-124834	CR: INELICAL PH ELECTRODE	E	11/23/2022	395.36CR		006119		
I-153140	PITOT GAUGE/CABLE/BRASS-MU	E	11/23/2022	545.75		006119		
I-156396	HACH DPD 4-MU	E	11/23/2022	259.12		006119		409.51
	*** VENDOR TOTALS ***					1 CHECKS		409.51
010036	USCC SERVICES LLC							
I-0541523379	11/02/2022 STATEMENT - KL	R	11/21/2022	601.84		239232		601.84
	*** VENDOR TOTALS ***					1 CHECKS		601.84
000475	UTILITY EQUIPMENT COMPANY							
I-20053754-000	ADJUSTING RINGS - MU	E	11/23/2022	497.66		006084		497.66
	*** VENDOR TOTALS ***					1 CHECKS		497.66
005012	VAN-WALL EQUIPMENT INC							
I-5720678	UNIT #809 RELAY	E	11/23/2022	14.37		006110		
I-5734197	UNIT #809 FILTER ELE	E	11/23/2022	34.19		006110		48.56
	*** VENDOR TOTALS ***					1 CHECKS		48.56

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004796	WALSH DOOR & HARDWARE COMPANY							
I-786183	SECURITY FENCE & GATES-PD	R	11/21/2022	24,940.90		239233		
I-787524	ELECTRONIC SECURITY LABOR-PD	R	11/21/2022	339.00		239233		
I-787659	HID ICLASS KEY FOB/MC1000-CH	R	11/21/2022	614.00		239233		25,893.90
	*** VENDOR TOTALS ***					1 CHECKS		25,893.90
002569	WASTE CONNECTIONS INC							
I-3409256T071	11/1-11/30/22 SVCS -PRSC	R	11/21/2022	476.80		239234		
I-3411181T071	11/2022 SERVICES - CH	R	11/21/2022	61.64		239234		
I-3411183T071	11/2022 WASTE SVCS-FS2	R	11/21/2022	59.67		239234		
I-3411184T071	11/1-11/23 SVC FS1/ACC	R	11/21/2022	260.70		239234		
I-3411185T071	11/2022 WASTE SVCS-FS3	R	11/21/2022	59.67		239234		
I-3411186T071	11/1-11/30/22 SVCS - KL	R	11/21/2022	81.86		239234		
I-3411190T071	11/2022 WASTE SVCS -MNT FAC	R	11/21/2022	275.79		239234		
I-3411192T071	11/1-11/30/22 SERVICES-PK MNT	R	11/21/2022	238.67		239234		
I-3411193T071	11/1-11/23/22 SVCS -PD	R	11/21/2022	59.67		239234		
I-3411196T071	11/1-11/30/22 SVCS -PSB	R	11/21/2022	76.56		239234		
I-3411198T071	11/1-11/30/22 SVCS -WW	R	11/21/2022	91.47		239234		1,742.50
	*** VENDOR TOTALS ***					1 CHECKS		1,742.50
007683	WASTE SOLUTIONS OF IOWA COMPAN							
I-51814	SEWER SLUDGE WASTE RMVL-OC	R	11/21/2022	190.00		239235		190.00
	*** VENDOR TOTALS ***					1 CHECKS		190.00
011644	DAVID WHITTEN							
I-AFD24667	PATIENT REFUND - FD	R	11/21/2022	711.90		239236		711.90
	*** VENDOR TOTALS ***					1 CHECKS		711.90
005120	JAMES R. WILSON							
I-10/18/22-10/21/22	10/18-10/21/22 MEALS	R	11/21/2022	52.71		239237		52.71
	*** VENDOR TOTALS ***					1 CHECKS		52.71
011414	WRH, INC.							
I-2202-00-1389 #2	PAY 2-WELL NO7/ASR 3/PMP/BLDG	R	11/21/2022	561,483.67		239238		561,483.67
	*** VENDOR TOTALS ***					1 CHECKS		561,483.67
008820	SIOUXLAND TURF PRODUCTS INC							
I-174263	SEED-PRSC	E	11/23/2022	4,875.00		006127		4,875.00
	*** VENDOR TOTALS ***					1 CHECKS		4,875.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 11/10/2022 THRU 11/23/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS		CHECK AMOUNT	
REGULAR CHECKS:	178			4,360,510.25	0.00		4,360,510.25	
HAND CHECKS:	0			0.00	0.00		0.00	
DRAFTS:	1			119,729.74	0.00		119,729.74	
EFT:	85			275,160.05	0.00		275,160.05	
NON CHECKS:	0			0.00	0.00		0.00	
VOID CHECKS:	0 VOID DEBITS		0.00					
	VOID CREDITS		0.00	0.00	0.00			

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	264		4,755,400.04	0.00	4,755,400.04
BANK: APGWB TOTALS:	264		4,755,400.04	0.00	4,755,400.04
REPORT TOTALS:	264		4,755,400.04	0.00	4,755,400.04

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 11/10/2022 THRU 11/23/2022

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

The Annual Urban Renewal Report contains the Fiscal Year 2022 activity for each of the City's urban renewal areas, which includes the following: Ankeny Economic Development Urban Renewal Area, Ankeny 1991 Urban Renewal Area and Ankeny Northeast Urban Renewal Area.

This report is required by Iowa Code Section 384.22 and must be submitted to the Iowa Department of Management by December 1 each year.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Recommend approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Annual Urban Renewal Report

RESOLUTION

A RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR URBAN RENEWAL AREAS WITHIN THE CITY OF ANKENY

WHEREAS, HF2460, signed by the Governor of Iowa on May 25, 2012 amended Iowa Code Section 384.22 to require approval and filing of an annual urban renewal report for each urban renewal area within the City of Ankeny; and

WHEREAS, the Administrative Services Director has prepared the annual urban renewal report in the format prescribed by the Iowa Department of Management which contains the information required by Iowa Code Section 384.22 as of June 30, 2022 for the following urban renewal areas:

Ankeny Economic Development Urban Renewal
Ankeny 1991 Urban Renewal
Ankeny Northeast Urban Renewal

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the annual urban renewal report which contains the information required by Iowa Code Section 384.22 as of June 30, 2022 for the following urban renewal areas are hereby approved:

Ankeny Economic Development Urban Renewal
Ankeny 1991 Urban Renewal
Ankeny Northeast Urban Renewal

BE IT FURTHER RESOLVED that the Administrative Services Director is authorized and directed to file such report with the Iowa Department of Management by December 1, 2022.

PASSED AND APPROVED this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Levy Authority Summary

Local Government Name: ANKENY
Local Government Number: 77G714

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL	77018	18
ANKENY 1991 URBAN RENEWAL	77019	2
ANKENY NORTHEAST URBAN RENEWAL	77080	2

TIF Debt Outstanding: 65,949,649

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:	2,029,414	0	Amount of 07-01-2021 Cash Balance Restricted for LMI
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TIF Revenue:	9,119,331
TIF Sp. Revenue Fund Interest:	8,043
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	15,167
Total Revenue:	9,142,541

Rebate Expenditures:	1,974,910
Non-Rebate Expenditures:	7,033,641
Returned to County Treasurer:	0
Total Expenditures:	9,008,551

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:	2,163,404	0	Amount of 06-30-2022 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 54,777,694**

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
 UR Area Number: 77018
 UR Area Creation Date: 03/1989
 UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/89 ORIG EC DEV TIF INCR	770251	770252	126,250,271
ANKENY CITY AG/ANKENY SCH/89 ORIG EC DEV TIF INCR	770253	770254	0
ANKENY CITY/ANKENY SCH/94 AMD 89 EC DEV TIF INCR	770472	770474	76,207,552
ANKENY CITY AG/ANKENY SCH/94 AMD 89 EC DEV TIF INCR	770473	770533	0
ANKENY CITY/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR	770624	770625	4,918,459
ANKENY CITY/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR	770642	770643	12,615,969
ANKENY CITY/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR	770655	770656	68,684,543
ANKENY CITY AG/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR	770761	770762	0
ANKENY CITY AG/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR	770765	770766	0
ANKENY CITY AG/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR	770807	770808	0
ANKENY CITY/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR	770913	770914	2,605,486
ANKENY CITY AG/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR	770915	770916	0
ANKENY CITY/ANKENY SCH/18 AMD 89 EC DEV TIF INCR	770917	770918	859,210
ANKENY CITY AG/ANKENY SCH/18 AMD 89 EC DEV TIF INCR	770919	770920	0
ANKENY CITY/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR	770921	770922	3,278,643
ANKENY CITY AG/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR	770923	770924	0
ANKENY CITY/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR	770939	770940	0
ANKENY CITY AG/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR	770941	770942	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,389,010	746,762,500	728,042,170	257,726,920	0	-364,844	1,772,266,256	0	1,772,266,256
Taxable	1,167,191	421,244,268	655,237,953	231,954,228	0	-364,844	1,335,368,385	0	1,335,368,385
Homestead Credits									1,612

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:

2,008,260

0

Amount of 07-01-2021 Cash Balance Restricted for LMI

TIF Revenue: 8,754,956
 TIF Sp. Revenue Fund Interest: 7,843
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 15,167
Total Revenue: 8,777,966

Rebate Expenditures: 1,974,910
 Non-Rebate Expenditures: 6,701,607
 Returned to County Treasurer: 0
Total Expenditures: 8,676,517

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:

2,109,709

0

Amount of 06-30-2022 Cash Balance Restricted for LMI

Projects For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

Maintenance Facility

Description:	Public Works Maintenance Facility
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

SW Vintage Parkway

Description:	SW Vintage Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Westside Landfill Closure

Description:	Remediation of Landfill Site
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

State Street Sewer Relocation

Description:	State Street Sewer Relocation
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Police Station Sanitary Sewer Extension

Description:	Police Station Sanitary Sewer Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

State Street Water Main

Description:	State Street Water Main
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Prairie Trail Street Improvements

Description:	Prairie Trail Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Corporate Woods Drive Railroad Overpass

Description:	Corporate Woods Drive Railroad Overpass
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Oralabor Road Widening

Description:	SE Oralabor Road Widening
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Saylor Creek Tributary Improvements

Description:	Saylor Creek Tributary Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Town Center Area Improvements

Description:	Town Center Area Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

The Toro Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

The Lauridsen Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

East First Street/I-35 Interchange Reconstruction

Description:	East First Street/I-35 Interchange Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Magazine Road Extension

Description:	SW Magazine Road Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Accu-Mold

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Denny Elwell Family

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property

Physically Complete:	No
Payments Complete:	No

Perishable Distributors of Iowa

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Deere & Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Purfoods

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Woodman Electrical Contractors

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

The District at Prairie Trail Improvements

Description:	The District at Prairie Trail Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Prairie Trail Parkway

Description:	SW Prairie Trail Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Delaware Sanitary Sewer Extension

Description:	SE Delaware Sanitary Sewer Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Des Moines Street Extension

Description:	SW Des Moines Street Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Prairie Trail Plaza Water Management Basin

Description:	Prairie Trail Plaza Water Management Basin
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Promenade Park Development

Description:	Promenade Park Development
	Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

SW Irvinedale Drive Reconstruction

Description:	SW Irvinedale Drive Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Northstar Power

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SE Delaware Traffic Signal

Description:	SE Delaware Traffic Signal
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

SW Des Moines Street Trunk Sewer

Description:	SW Des Moines Street Trunk Sewer
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Plaza Parkway & SW College Avenue Extension

Description:	SW Plaza Parkway & SW College Avenue Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Plaza Parkway & SW College Avenue Detention Basins

	SW Plaza Parkway & SW College Avenue Detention Basins
Description:	
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Creekview Drive Drainage & Paving

Description:	SE Creekview Drive Drainage & Paving
Classification:	Roads, Bridges & Utilities

Physically Complete:	Yes
Payments Complete:	No

Graham Warehouse

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Baker Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SW Prairie Trail Parkway Sidewalk Improvements

Description:	SW Prairie Trail Parkway Sidewalk Improvemets
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW State & SW Magazine Road Intersection

Description:	SW State Street & SW Magazine Road Intersection
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hy-Vee

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Casey's

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SE Hulsizer Road Realignment

Description:	SE Hulsizer Road Realignment
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Ruan Transport Corporation

Description:	Ruan Transport Corporation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Kreg Enterprises

Description:	Kreg Enterprises
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Ryan Companies

Description:	Ryan Companies
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Mrs. Clarks

Description:	Mrs. Clarks
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Echo Group

Description:	Echo Group
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Taylorred Expressions

Description:	Taylorred Expressions
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Pet Parents

Description:	Pet Parents
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Opus Development Company

Description:	Opus Development Company
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

The Toro Company

Debt/Obligation Type:	Rebates
Principal:	2,931,452
Interest:	0
Total:	2,931,452
Annual Appropriation?:	No
Date Incurred:	04/02/2012
FY of Last Payment:	2026

The Lauridsen Group

Debt/Obligation Type:	Rebates
Principal:	138,251
Interest:	0
Total:	138,251
Annual Appropriation?:	Yes
Date Incurred:	05/19/2003
FY of Last Payment:	2023

Accu-Mold

Debt/Obligation Type:	Rebates
Principal:	124,375
Interest:	0
Total:	124,375
Annual Appropriation?:	No
Date Incurred:	10/04/2010
FY of Last Payment:	2023

Denny Elwell Family

Debt/Obligation Type:	Rebates
Principal:	211,882
Interest:	0
Total:	211,882
Annual Appropriation?:	No
Date Incurred:	04/02/2012
FY of Last Payment:	2030

Deere & Company

Debt/Obligation Type:	Rebates
Principal:	2,550,163
Interest:	0
Total:	2,550,163
Annual Appropriation?:	No
Date Incurred:	12/19/2011
FY of Last Payment:	2030

Purfoods

Debt/Obligation Type:	Rebates
Principal:	157,523

Interest:	0
Total:	157,523
Annual Appropriation?:	Yes
Date Incurred:	09/17/2012
FY of Last Payment:	2023

Woodman Electrical Contractors

Debt/Obligation Type:	Rebates
Principal:	519
Interest:	0
Total:	519
Annual Appropriation?:	Yes
Date Incurred:	06/03/2013
FY of Last Payment:	2025

Deere & Company

Debt/Obligation Type:	Rebates
Principal:	418,865
Interest:	0
Total:	418,865
Annual Appropriation?:	Yes
Date Incurred:	10/07/2013
FY of Last Payment:	2027

Northstar Power

Debt/Obligation Type:	Rebates
Principal:	209,761
Interest:	0
Total:	209,761
Annual Appropriation?:	Yes
Date Incurred:	10/07/2013
FY of Last Payment:	2023

GO Refunding Bonds, Series 2014A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,645,000
Interest:	377,950
Total:	3,022,950
Annual Appropriation?:	No
Date Incurred:	05/29/2014
FY of Last Payment:	2029

GO Bonds, Series 2014B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	305,000
Interest:	25,600
Total:	330,600
Annual Appropriation?:	No
Date Incurred:	05/29/2014
FY of Last Payment:	2024

Accu-Mold

Debt/Obligation Type:	Rebates
Principal:	107,425
Interest:	0

Total:	107,425
Annual Appropriation?:	Yes
Date Incurred:	02/16/2015
FY of Last Payment:	2023

Purfoods

Debt/Obligation Type:	Rebates
Principal:	286,809
Interest:	0
Total:	286,809
Annual Appropriation?:	Yes
Date Incurred:	06/15/2015
FY of Last Payment:	2024

GO Bonds, Series 2015A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,460,000
Interest:	108,225
Total:	1,568,225
Annual Appropriation?:	No
Date Incurred:	05/28/2015
FY of Last Payment:	2025

GO Annual Appropriation UR Bonds, Series 2015B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	805,000
Interest:	60,750
Total:	865,750
Annual Appropriation?:	Yes
Date Incurred:	05/28/2015
FY of Last Payment:	2024

GO Refunding Bonds, Series 2016A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,884,729
Interest:	163,932
Total:	3,048,661
Annual Appropriation?:	No
Date Incurred:	03/31/2016
FY of Last Payment:	2024

GO Bonds, Series 2016B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,610,000
Interest:	97,900
Total:	1,707,900
Annual Appropriation?:	No
Date Incurred:	05/25/2016
FY of Last Payment:	2026

GO Bonds, Series 2017A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,025,000
Interest:	375,438
Total:	3,400,438

Annual Appropriation?:	No
Date Incurred:	05/31/2017
FY of Last Payment:	2027

Graham Warehouse

Debt/Obligation Type:	Rebates
Principal:	708,113
Interest:	0
Total:	708,113
Annual Appropriation?:	Yes
Date Incurred:	01/16/2017
FY of Last Payment:	2024

Baker Group

Debt/Obligation Type:	Rebates
Principal:	1,135,366
Interest:	0
Total:	1,135,366
Annual Appropriation?:	Yes
Date Incurred:	05/16/2016
FY of Last Payment:	2026

Hy-Vee

Debt/Obligation Type:	Rebates
Principal:	1,133,079
Interest:	0
Total:	1,133,079
Annual Appropriation?:	Yes
Date Incurred:	07/31/2017
FY of Last Payment:	2025

Perishable Distributors of Iowa

Debt/Obligation Type:	Rebates
Principal:	1,082,714
Interest:	0
Total:	1,082,714
Annual Appropriation?:	Yes
Date Incurred:	07/31/2017
FY of Last Payment:	2026

Casey's

Debt/Obligation Type:	Rebates
Principal:	864,441
Interest:	0
Total:	864,441
Annual Appropriation?:	Yes
Date Incurred:	01/15/2018
FY of Last Payment:	2027

GO Bonds, Series 2018A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,975,000
Interest:	666,700
Total:	4,641,700
Annual Appropriation?:	No

Date Incurred:	05/30/2018
FY of Last Payment:	2028

The Toro Company

Debt/Obligation Type:	Rebates
Principal:	636,214
Interest:	0
Total:	636,214
Annual Appropriation?:	Yes
Date Incurred:	09/04/2018
FY of Last Payment:	2026

Ruan Transport Corporation

Debt/Obligation Type:	Rebates
Principal:	223,245
Interest:	0
Total:	223,245
Annual Appropriation?:	Yes
Date Incurred:	11/19/2018
FY of Last Payment:	2027

Kreg Enterprises

Debt/Obligation Type:	Rebates
Principal:	974,956
Interest:	0
Total:	974,956
Annual Appropriation?:	Yes
Date Incurred:	12/17/2018
FY of Last Payment:	2028

GO Bonds, Series 2019A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	7,620,000
Interest:	1,645,900
Total:	9,265,900
Annual Appropriation?:	No
Date Incurred:	05/28/2019
FY of Last Payment:	2029

GO Bonds, Series 2020A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,295,000
Interest:	698,000
Total:	3,993,000
Annual Appropriation?:	No
Date Incurred:	06/09/2020
FY of Last Payment:	2030

Ryan Companies

Debt/Obligation Type:	Rebates
Principal:	1,473,428
Interest:	0
Total:	1,473,428
Annual Appropriation?:	Yes
Date Incurred:	06/01/2020

FY of Last Payment:	2028
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Purfoods

Debt/Obligation Type:	Rebates
Principal:	200,000
Interest:	0
Total:	200,000
Annual Appropriation?:	Yes
Date Incurred:	09/08/2020
FY of Last Payment:	2028

Mrs. Clarks

Debt/Obligation Type:	Rebates
Principal:	160,000
Interest:	0
Total:	160,000
Annual Appropriation?:	Yes
Date Incurred:	09/21/2020
FY of Last Payment:	2028

Echo Group

Debt/Obligation Type:	Rebates
Principal:	775,520
Interest:	0
Total:	775,520
Annual Appropriation?:	Yes
Date Incurred:	11/16/2020
FY of Last Payment:	2029

Taylorred Expressions

Debt/Obligation Type:	Rebates
Principal:	147,420
Interest:	0
Total:	147,420
Annual Appropriation?:	Yes
Date Incurred:	12/07/2020
FY of Last Payment:	2029

Pet Parents

Debt/Obligation Type:	Rebates
Principal:	404,593
Interest:	0
Total:	404,593
Annual Appropriation?:	Yes
Date Incurred:	03/01/2021
FY of Last Payment:	2029

GO Bonds, Series 2021A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,677,000
Interest:	1,392,681
Total:	8,069,681
Annual Appropriation?:	No
Date Incurred:	06/09/2021
FY of Last Payment:	2028

Opus Development Company

Debt/Obligation Type:	Rebates
Principal:	1,051,505
Interest:	0
Total:	1,051,505
Annual Appropriation?:	Yes
Date Incurred:	12/20/2021
FY of Last Payment:	2029

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,345,000
Interest:	470,704
Total:	2,815,704
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2029

Non-Rebates For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

TIF Expenditure Amount:	382,813
Tied To Debt:	GO Refunding Bonds, Series 2014A
Tied To Project:	SW Irvinedale Drive Reconstruction

TIF Expenditure Amount:	13,095
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	SE Delaware Traffic Signal

TIF Expenditure Amount:	17,460
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	SW Prairie Trail Parkway

TIF Expenditure Amount:	11,640
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	SW Des Moines Street Extension

TIF Expenditure Amount:	8,148
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	SW Des Moines Street Trunk Sewer

TIF Expenditure Amount:	33,757
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	Promenade Park Development

TIF Expenditure Amount:	20,370
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	Prairie Trail Plaza Water Management Basin

TIF Expenditure Amount:	8,730
Tied To Debt:	GO Bonds, Series 2014B
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	27,708
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	SW Vintage Parkway

TIF Expenditure Amount:	157,935
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	SW Prairie Trail Parkway

TIF Expenditure Amount:	174,005
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	The District at Prairie Trail Improvements

TIF Expenditure Amount:	31,033
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	Promenade Park Development

TIF Expenditure Amount:	288,250
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Tied To Debt:	GO Annual Appropriation UR
Tied To Project:	Bonds, Series 2015B Maintenance Facility
TIF Expenditure Amount:	145,134
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Westside Landfill Closure
TIF Expenditure Amount:	74,928
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	State Street Sewer Relocation
TIF Expenditure Amount:	44,508
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Police Station Sanitary Sewer Extension
TIF Expenditure Amount:	102,561
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	State Street Water Main
TIF Expenditure Amount:	328,971
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Saylor Creek Tributary Improvements
TIF Expenditure Amount:	313,974
Tied To Debt:	GO Refunding Bonds, Series 2016A
Tied To Project:	Prairie Trail Street Improvements
TIF Expenditure Amount:	284,710
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	SW Vintage Parkway
TIF Expenditure Amount:	13,688
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	43,802
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	SW Prairie Trail Parkway
TIF Expenditure Amount:	5,935
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Vintage Parkway
TIF Expenditure Amount:	5,935
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Des Moines Street Trunk Sewer
TIF Expenditure Amount:	20,181
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Plaza Parkway & SW College Avenue Extension

TIF Expenditure Amount:	427,356
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	178,064
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Plaza Parkway & SW College Avenue Detention Basins
TIF Expenditure Amount:	5,935
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SE Creekview Drive Drainage & Paving
TIF Expenditure Amount:	281,158
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Plaza Parkway & SW College Avenue Extension
TIF Expenditure Amount:	47,317
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Des Moines Street Trunk Sewer
TIF Expenditure Amount:	44,574
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Des Moines Street Extension
TIF Expenditure Amount:	141,722
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	14,286
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Prairie Trail Parkway Sidewalk Improvements
TIF Expenditure Amount:	74,290
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW State & SW Magazine Road Intersection
TIF Expenditure Amount:	60,003
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SE Creekview Drive Drainage & Paving
TIF Expenditure Amount:	1,002,351
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SW Des Moines Street Extension
TIF Expenditure Amount:	119,051
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SE Creekview Drive Drainage & Paving
TIF Expenditure Amount:	37,748
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SE Hulsizer Road Realignment

TIF Expenditure Amount:	244,800
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SE Hulsizer Road Realignment
TIF Expenditure Amount:	24,597
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Corporate Woods Drive Railroad Overpass
TIF Expenditure Amount:	106,949
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SE Oralabor Road Widening
TIF Expenditure Amount:	18,409
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Saylor Creek Tributary Improvements
TIF Expenditure Amount:	44,275
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Town Center Area Improvements
TIF Expenditure Amount:	24,597
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	East First Street/I-35 Interchange Reconstruction
TIF Expenditure Amount:	91,423
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SW Magazine Road Extension
TIF Expenditure Amount:	346,502
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	15,750
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Prairie Trail Parkway
TIF Expenditure Amount:	189,001
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Magazine Road Extension
TIF Expenditure Amount:	21,000
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SE Delaware Sanitary Sewer Extension
TIF Expenditure Amount:	84,001
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Des Moines Street Extension
TIF Expenditure Amount:	13,125
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	Prairie Trail Plaza Water Management Basin
TIF Expenditure Amount:	18,375
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	Promenade Park Development

TIF Expenditure Amount:	416,852
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Irvinedale Drive Reconstruction
TIF Expenditure Amount:	48,825
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	East First Street/I-35 Interchange Reconstruction

Rebates For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

2425 SE Oak Tree Court

TIF Expenditure Amount:	70,192
Rebate Paid To:	The Lauridsen Group, Inc.
Tied To Debt:	The Lauridsen Group
Tied To Project:	The Lauridsen Group
Projected Final FY of Rebate:	2023

1711 SE Oralabor Road

TIF Expenditure Amount:	63,147
Rebate Paid To:	Accu-Mold, LLC
Tied To Debt:	Accu-Mold
Tied To Project:	Accu-Mold
Projected Final FY of Rebate:	2023

825 SW Irvinedale Drive

TIF Expenditure Amount:	291,219
Rebate Paid To:	Deere & Company
Tied To Debt:	Deere & Company
Tied To Project:	Deere & Company
Projected Final FY of Rebate:	2030

813 SW Ordinance Road

TIF Expenditure Amount:	159
Rebate Paid To:	JT Works, LLC
Tied To Debt:	Woodman Electrical Contractors
Tied To Project:	Woodman Electrical Contractors
Projected Final FY of Rebate:	2025

3210 SE Corporate Woods Drive

TIF Expenditure Amount:	79,515
Rebate Paid To:	Purfoods, LLC
Tied To Debt:	Purfoods
Tied To Project:	Purfoods
Projected Final FY of Rebate:	2023

825 SW Irvinedale Drive

TIF Expenditure Amount:	68,295
Rebate Paid To:	Deere & Company
Tied To Debt:	Deere & Company
Tied To Project:	Deere & Company
Projected Final FY of Rebate:	2027

7301 SE Northstar Drive

TIF Expenditure Amount:	96,627
Rebate Paid To:	Northstar Power, LLC
Tied To Debt:	Northstar Power
Tied To Project:	Northstar Power
Projected Final FY of Rebate:	2023

5500 SE Delaware Avenue

TIF Expenditure Amount:	480,812
Rebate Paid To:	The Toro Company
Tied To Debt:	The Toro Company
Tied To Project:	The Toro Company
Projected Final FY of Rebate:	2026

1711 SE Oralabor Road

TIF Expenditure Amount:	49,626
Rebate Paid To:	Accu-Mold, LLC
Tied To Debt:	Accu-Mold
Tied To Project:	Accu-Mold
Projected Final FY of Rebate:	2023

1600 SE Corporate Woods Drive

TIF Expenditure Amount:	176,596
Rebate Paid To:	Bankers Trust
Tied To Debt:	Baker Group
Tied To Project:	Baker Group
Projected Final FY of Rebate:	2026

6812 SE Delaware Avenue

TIF Expenditure Amount:	145,386
Rebate Paid To:	Graham Warehouse 3 LP
Tied To Debt:	Graham Warehouse
Tied To Project:	Graham Warehouse
Projected Final FY of Rebate:	2024

3210 SE Corporate Woods Drive

TIF Expenditure Amount:	78,426
Rebate Paid To:	Purfoods, LLC
Tied To Debt:	Purfoods
Tied To Project:	Purfoods
Projected Final FY of Rebate:	2024

4150 SE Delaware Avenue

TIF Expenditure Amount:	191,321
Rebate Paid To:	Hy-Vee, Inc.
Tied To Debt:	Hy-Vee
Tied To Project:	Hy-Vee
Projected Final FY of Rebate:	2025

5500 SE Delaware Avenue

TIF Expenditure Amount:	58,852
Rebate Paid To:	The Toro Company
Tied To Debt:	The Toro Company
Tied To Project:	The Toro Company
Projected Final FY of Rebate:	2026

2741 SE PDI Place

TIF Expenditure Amount:	124,737
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Rebate Paid To:	Perishable Distributors of Iowa, LTD
Tied To Debt:	Perishable Distributors of Iowa
Tied To Project:	Perishable Distributors of Iowa
Projected Final FY of Rebate:	2026

Jobs For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

Project:	Baker Group
Company Name:	Baker Group
Date Agreement Began:	05/16/2016
Date Agreement Ends:	11/15/2022
Number of Jobs Created or Retained:	100
Total Annual Wages of Required Jobs:	5,447,000
Total Estimated Private Capital Investment:	22,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Graham Warehouse
Company Name:	Graham Warehouse
Date Agreement Began:	01/16/2017
Date Agreement Ends:	01/15/2022
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	1,220,000
Total Estimated Private Capital Investment:	20,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hy-Vee
Company Name:	Hy-Vee
Date Agreement Began:	07/31/2017
Date Agreement Ends:	07/30/2022
Number of Jobs Created or Retained:	209
Total Annual Wages of Required Jobs:	10,641,000
Total Estimated Private Capital Investment:	64,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Perishable Distributors of Iowa
Company Name:	Perishable Distributors of Iowa
Date Agreement Began:	07/31/2017
Date Agreement Ends:	07/30/2022
Number of Jobs Created or Retained:	1
Total Annual Wages of Required Jobs:	61,000
Total Estimated Private Capital Investment:	21,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Casey's
Company Name:	Casey's
Date Agreement Began:	01/15/2018
Date Agreement Ends:	01/14/2023
Number of Jobs Created or Retained:	101
Total Annual Wages of Required Jobs:	5,916,000
Total Estimated Private Capital Investment:	22,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	The Toro Company
Company Name:	The Toro Company
Date Agreement Began:	09/04/2018
Date Agreement Ends:	09/03/2023
Number of Jobs Created or Retained:	3
Total Annual Wages of Required Jobs:	87,000
Total Estimated Private Capital Investment:	11,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Ruan Transport Corporation
Company Name:	Ruan Transport Corporation

Date Agreement Began:	11/19/2018
Date Agreement Ends:	11/18/2023
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	2,102,000
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Kreg Enterprises
Company Name:	Kreg Enterprises
Date Agreement Began:	12/17/2018
Date Agreement Ends:	12/16/2023
Number of Jobs Created or Retained:	20
Total Annual Wages of Required Jobs:	1,261,000
Total Estimated Private Capital Investment:	34,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Ryan Companies
Company Name:	Ryan Companies
Date Agreement Began:	06/01/2020
Date Agreement Ends:	05/31/2025
Number of Jobs Created or Retained:	70
Total Annual Wages of Required Jobs:	3,769,000
Total Estimated Private Capital Investment:	20,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Purfoods
Company Name:	Purfoods
Date Agreement Began:	09/08/2020
Date Agreement Ends:	09/07/2025
Number of Jobs Created or Retained:	68
Total Annual Wages of Required Jobs:	3,686,000
Total Estimated Private Capital Investment:	5,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Mrs. Clarks
Company Name:	Mrs. Clarks
Date Agreement Began:	09/21/2020
Date Agreement Ends:	09/20/2025
Number of Jobs Created or Retained:	19
Total Annual Wages of Required Jobs:	1,029,000
Total Estimated Private Capital Investment:	5,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Echo Group
Company Name:	Echo Group
Date Agreement Began:	11/16/2020
Date Agreement Ends:	11/15/2025
Number of Jobs Created or Retained:	17
Total Annual Wages of Required Jobs:	932,000
Total Estimated Private Capital Investment:	12,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Taylor Expressions
Company Name:	Taylor Expressions
Date Agreement Began:	12/07/2020
Date Agreement Ends:	12/06/2025
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	557,000
Total Estimated Private Capital Investment:	2,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Pet Parents
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Company Name:	Pet Parents
Date Agreement Began:	03/01/2021
Date Agreement Ends:	02/28/2026
Number of Jobs Created or Retained:	28
Total Annual Wages of Required Jobs:	1,522,000
Total Estimated Private Capital Investment:	6,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Opus Development Company
Company Name:	Opus Development Company
Date Agreement Began:	12/20/2021
Date Agreement Ends:	12/19/2026
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	1,402,000
Total Estimated Private Capital Investment:	22,000,000
Total Estimated Cost of Public Infrastructure:	0

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/89 ORIG EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770252
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	03/1989

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	113,027,980	393,424,190	139,058,710	0	-74,080	662,111,000	0	662,111,000
Taxable	0	63,758,379	354,081,771	125,152,839	0	-74,080	554,173,995	0	554,173,995
Homestead Credits									330

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	68,181,930	554,173,995	126,250,271	427,923,724	12,594,133

FY 2022 TIF Revenue Received: 3,727,618

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/89 ORIG EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770254
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	03/1989

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	158,430	0	0	0	0	0	158,430	0	158,430
Taxable	133,130	0	0	0	0	0	133,130	0	133,130
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	158,430	0	0	0	0

FY 2022 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/94 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770474
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 1995
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	02/1994

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	302,652,080	137,746,040	34,186,500	0	-159,272	488,066,648	0	488,066,648
Taxable	0	170,724,212	123,971,436	30,767,850	0	-159,272	334,512,104	0	334,512,104
Homestead Credits									793

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	5,500,057	334,512,104	76,207,552	258,304,552	7,602,107

FY 2022 TIF Revenue Received: 2,290,133

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/94 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770533
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 1995
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	02/1994

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	155,020	0	0	0	0	0	155,020	0	155,020
Taxable	130,265	0	0	0	0	0	130,265	0	130,265
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	155,020	0	0	0	0

FY 2022 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770625
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	353,000	15,007,100	8,760,000	0	0	24,120,100	0	24,120,100
Taxable	0	199,125	13,506,390	7,884,000	0	0	21,589,515	0	21,589,515
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	347,350	21,589,515	4,918,459	16,671,056	490,642

FY 2022 TIF Revenue Received: 144,754

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770643
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	61,530,710	0	0	61,530,710	0	61,530,710
Taxable	0	0	0	55,377,639	0	0	55,377,639	0	55,377,639
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	224,051	55,377,639	12,615,969	42,761,670	1,104,681

FY 2022 TIF Revenue Received: 389,846

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TIF Taxing District Data Collection

Local Government Name:	ANKENY (77G714)
Urban Renewal Area:	ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name:	ANKENY CITY/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR
TIF Taxing District Inc. Number:	770656
TIF Taxing District Base Year:	1988
FY TIF Revenue First Received:	2006
Subject to a Statutory end date?	No

	UR Designation
Slum	09/2005
Blighted	09/2005
Economic Development	09/2005

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	328,979,840	122,641,500	0	0	-129,640	459,886,700	0	459,886,700
Taxable	0	185,575,615	110,377,350	0	0	-129,640	301,489,950	0	301,489,950
Homestead Credits									482

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	301,489,950	68,684,543	232,805,407	6,851,647

FY 2022 TIF Revenue Received: 2,026,804

TIF Taxing District Data Collection

Local Government Name:	ANKENY (77G714)
Urban Renewal Area:	ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
TIF Taxing District Name:	ANKENY CITY AG/ANKENY SCH/03-1 AMD 89 EC DEV TIF INCR
TIF Taxing District Inc. Number:	770762
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	2003
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2024

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	87,760	0	0	0	0	0	87,760	0	87,760
Taxable	73,745	0	0	0	0	0	73,745	0	73,745
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	87,760	0	0	0	0

FY 2022 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/03-2 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770766
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770808
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? No

UR Designation	
Slum	09/2005
Blighted	09/2005
Economic Development	09/2005

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	183,140	0	0	0	0	0	183,140	0	183,140
Taxable	153,893	0	0	0	0	0	153,893	0	153,893
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	153,893	0	153,893	3,953

FY 2022 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770914
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2012

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,860,000	9,847,500	0	0	12,707,500	0	12,707,500
Taxable	0	0	2,574,000	8,862,750	0	0	11,436,750	0	11,436,750
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	363,140	11,436,750	2,605,486	8,831,264	228,142

FY 2022 TIF Revenue Received: 67,309

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770916
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2012

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	7,980	0	0	0	0	0	7,980	0	7,980
Taxable	6,706	0	0	0	0	0	6,706	0	6,706
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	7,980	0	0	0	0

FY 2022 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770918
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2018

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	41,500	41,531,040	0	0	0	41,572,540	0	41,572,540
Taxable	0	23,410	37,377,936	0	0	0	37,401,346	0	37,401,346
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	37,801,050	3,771,490	859,210	2,912,280	85,711

FY 2022 TIF Revenue Received: 23,696

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770920
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2018

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	30,660	0	0	0	0	0	30,660	0	30,660
Taxable	25,764	0	0	0	0	0	25,764	0	25,764
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	30,660	0	0	0	0

FY 2022 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770922
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,708,100	14,832,300	4,343,500	0	-1,852	20,882,048	0	20,882,048
Taxable	0	963,527	13,349,070	3,909,150	0	-1,852	18,219,895	0	18,219,895
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	6,492,338	14,391,562	3,278,643	11,112,919	287,085

FY 2022 TIF Revenue Received: 84,796

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770924
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	681,360	0	0	0	0	0	681,360	0	681,360
Taxable	572,548	0	0	0	0	0	572,548	0	572,548
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	681,360	0	0	0	0

FY 2022 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770940
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2040

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	106,080	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770942
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2040

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	84,660	0	0	0	0	0	84,660	0	84,660
Taxable	71,140	0	0	0	0	0	71,140	0	71,140
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	84,660	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY 1991 URBAN RENEWAL
 UR Area Number: 77019

UR Area Creation Date: 12/1991

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/91 TIF INCR	770332	770334	12,302,863
ANKENY CITY AG/ANKENY SCH/91 TIF INCR	770333	770532	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	82,699,700	186,717,860	0	0	-90,748	282,513,512	0	282,513,512
Taxable	0	46,650,411	168,046,074	0	0	-90,748	223,506,765	0	223,506,765
Homestead Credits									230

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: **21,154** **0** **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 364,375
 TIF Sp. Revenue Fund Interest: 200
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 364,575

Rebate Expenditures: 0
 Non-Rebate Expenditures: 332,034
 Returned to County Treasurer: 0
Total Expenditures: 332,034

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: **53,695** **0** **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For ANKENY 1991 URBAN RENEWAL

West 1st Street Widening & Improvements

Description:	West 1st Street Widening & Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For ANKENY 1991 URBAN RENEWAL

GO Bonds, Series 2019A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	515,000
Interest:	111,100
Total:	626,100
Annual Appropriation?:	No
Date Incurred:	05/28/2019
FY of Last Payment:	2029

GO Bonds, Series 2020A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	225,000
Interest:	54,650
Total:	279,650
Annual Appropriation?:	No
Date Incurred:	06/09/2020
FY of Last Payment:	2030

GO Bonds, Series 2021A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,810,000
Interest:	470,034
Total:	2,280,034
Annual Appropriation?:	No
Date Incurred:	06/09/2021
FY of Last Payment:	2031

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,545,000
Interest:	380,737
Total:	1,925,737
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2032

Non-Rebates For ANKENY 1991 URBAN RENEWAL

TIF Expenditure Amount:	79,300
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	West 1st Street Widening & Improvements

TIF Expenditure Amount:	30,650
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	West 1st Street Widening & Improvements

TIF Expenditure Amount:	222,084
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	West 1st Street Widening & Improvements

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY 1991 URBAN RENEWAL (77019)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/91 TIF INCR
 TIF Taxing District Inc. Number: 770334
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1992
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2038

	UR Designation
Slum	No
Blighted	No
Economic Development	12/1991

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	82,699,700	186,717,860	0	0	-90,748	282,513,512	0	282,513,512
Taxable	0	46,650,411	168,046,074	0	0	-90,748	223,506,765	0	223,506,765
Homestead Credits									230

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	45,073,800	223,506,765	12,302,863	211,203,902	6,215,898

FY 2022 TIF Revenue Received: 364,375

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY 1991 URBAN RENEWAL (77019)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/91 TIF INCR
 TIF Taxing District Inc. Number: 770532
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1992
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2038

	UR Designation
Slum	No
Blighted	No
Economic Development	12/1991

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	0	0	0	0

FY 2022 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL
 UR Area Number: 77080

UR Area Creation Date: 10/2010

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/10 NE ANK TIF INCR	770827	770828	0
ANKENY CITY AG/ANKENY SCH/10 NE ANK TIF INCR	770829	770830	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	529,910	17,581,090	101,245,230	0	0	-3,704	119,352,526	0	119,352,526
Taxable	445,287	9,917,371	91,120,707	0	0	-3,704	101,479,661	0	101,479,661
Homestead Credits									32

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

▲ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL (77080)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/10 NE ANK TIF INCR
 TIF Taxing District Inc. Number: 770828

TIF Taxing District Base Year: 0
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	17,581,090	101,245,230	0	0	-3,704	118,822,616	0	118,822,616
Taxable	0	9,917,371	91,120,707	0	0	-3,704	101,034,374	0	101,034,374
Homestead Credits									32

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	101,034,374	0	101,034,374	2,973,521

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL (77080)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/10 NE ANK TIF INCR
 TIF Taxing District Inc. Number: 770830

TIF Taxing District Base Year: 0
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	529,910	0	0	0	0	0	529,910	0	529,910
Taxable	445,287	0	0	0	0	0	445,287	0	445,287
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	0	445,287	0	445,287	11,437

FY 2022 TIF Revenue Received: 0



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

The attached exhibits certify to the County Auditor the City's Tax Increment Financing (TIF) indebtedness for each urban renewal area, including the amount of tax increment financing revenues requested for Fiscal Year 2024.

This certification is required by Iowa Code Section 403.19 and is due to the County Auditor on or before December 1 annually.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving debt certification forms, appropriating funds and directing filing of certifications.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A
 Exhibit B
 Exhibit C

RESOLUTION

A RESOLUTION APPROVING DEBT CERTIFICATION FORMS, APPROPRIATING FUNDS AND DIRECTING FILING OF CERTIFICATIONS

WHEREAS, Iowa Code Section 403.19 requires that cities certify all loans, advances, indebtedness and bonds for which the City seeks reimbursement on or before December 1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa approves the debt certification forms attached hereto as Exhibits A, B and C, appropriates the funds listed therein, and directs that the Administrative Services Director file said debt certificates with the Polk County Auditor on or before December 1, 2022.

PASSED AND APPROVED this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Exhibit A

FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area

TIF Authority (Name of City or County Operating the TIF): Ankeny

County (Where TIF is Located): Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 4,223,204.00

*There must be attached a 'FORM 1.1' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File 'FORM 2' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 21st day of November, 2022

Signature of Authorized Official

(515) 965-6409
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1 Opus Development Company tax rebate agreement	12/20/2021	1,051,505.00
2 2022 General Obligation Bonds	5/25/2022	2,815,704.00
3 LGI Business Park tax rebate agreement	11/21/2022	326,735.00
4 Purfoods tax rebate agreement	11/21/2022	29,260.00
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Total TIF Indebtedness NOT Previously Certified:		4,223,204.00

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC URBAN RENEWAL TIF AREA TOTAL TAX DOLLAR REQUEST FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and/or County named above, the TIF Authority requests less than the maximum legally available TIF increment tax as totaled below.

Typically There Would Only Be A Single Entry In 'Tax Amount Requested'	Tax Amount Requested:
Accumold (-\$1,919) & LGI Business Park (-\$2,133) tax rebate agreement	-4,052
Deere & Company (\$273,517) & Toro (\$577,149) tax rebate agreement	850,666
Purfoods (-\$1,507) & Woodman Electrical Contractors (\$98) tax rebate agreement	-1,409
Deere & Company (\$67,917) & Northstar Power (-\$2,186) tax rebate agreement	65,731
Accumold (-\$1,812) & Purfoods (\$111,438) tax rebate agreement	109,626
Baker Group (\$137,252) tax rebate agreement & WCEC Industrial Services (-\$15,167) forgivable loan	122,085
Graham Group (\$294,485) & Hy-Vee (\$362,975) tax rebate agreement	657,460
PDI (\$208,597) & Casey's (\$127,172) tax rebate agreement	335,769
Toro (\$188,940) & Ruan Transport (\$43,786) tax rebate agreement	232,726
Kreg Enterprises (\$86,333) & Crosswinds Business Park (\$59,848) tax rebate agreement	146,181
Ryan Companies (\$133,948) & Purfoods (\$116,299) tax rebate agreement	250,247
Mrs. Clarks tax rebate agreement	23,618
2015 General Obligation Bonds	390,682
2016 General Obligation Annual Appropriation Urban Renewal Bonds	287,000
2016 General Obligation Refunding Bonds	1,021,511
2016 General Obligation Bonds	339,700
2017 General Obligation Bonds	536,406
2018 General Obligation Bonds	663,100
2019 General Obligation Bonds	1,157,150
2020 General Obligation Bonds	564,300
2021 General Obligation Bonds	1,152,600
2022 General Obligation Bonds	444,191
Interest Income	-7,843
Total TIF Increment Tax Request For This Urban Renewal Area:	9,337,445

Dated this 21st day of November, 2022

Signature of Authorized Official

(515) 965-6409

Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Economic Development Urban Renewal

Urban Renewal Area Number: 77018

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced:	Amount Reduced:
1 WCEC Industrial Services forgivable loan	12/16/2021	15,167.00
2 2014 General Obligation Refunding Bonds	06/01/2022	2,640,134.00
3 2014 General Obligation Bonds	06/01/2022	217,400.00
4 Interest Income	06/30/2022	7,843.02
5 Accumold tax rebate agreement	11/21/2022	826,952.00
6 Northstar Power tax rebate agreement	11/21/2022	74,346.00
7 Accumold tax rebate agreement	11/21/2022	85,509.00
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Total Indebtedness Reduction For This Urban Renewal Area:		3,867,351.02

Dated this 21st day of November, 2022

Signature of Authorized Official _____ (515) 965-6409
Telephone

Exhibit B

FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): Ankeny

County (Where TIF is Located): Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **364,995.00**

*There must be attached a '**FORM 1.1**' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File '**FORM 2**' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File '**FORM 3**' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 21st day of November, 2022

Signature of Authorized Official

(515) 965-6409
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1 2023 General Obligation Bonds	11/21/2022	364,995.00
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Total TIF Indebtedness NOT Previously Certified:		364,995.00

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 77019[illegible]

	(515) 965-6409
Signature of Authorized Official	Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny 1991 Urban Renewal

Urban Renewal Area Number: 77019

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced:	Amount Reduced:
1 2022 General Obligation Bonds	05/25/2022	157,161.00
2 Interest Income	06/30/2022	199.61
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Total Indebtedness Reduction For This Urban Renewal Area:		157,360.61

Dated this 21st day of November, 2022

Signature of Authorized Official _____ (515) 965-6409
Telephone

Exhibit C

FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested

Use One Certification Per Urban Renewal TIF Area

TIF Authority (Name of City or County Operating the TIF): Ankeny

County (Where TIF is Located): Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 7,629,945.00

*There must be attached a 'FORM 1.1' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File 'FORM 2' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 21st day of November, 2022

Signature of Authorized Official

(515) 965-6409
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1 2022 General Obligation Bonds	05/25/2022	7,629,945.00
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Total TIF Indebtedness NOT Previously Certified:		7,629,945.00

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 77080[illegible]

Signature of Authorized Official _____ (515) 965-6409
Telephone _____

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: Ankeny County: Polk

Urban Renewal Area Name: Ankeny Northeast Urban Renewal

Urban Renewal Area Number: 77080

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced:	Amount Reduced:
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Total Indebtedness Reduction For This Urban Renewal Area:		0.00

Dated this 21st day of November, 2022

Signature of Authorized Official	(515) 965-6409 Telephone
----------------------------------	-----------------------------



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Street Finance Report for the Iowa Department of Transportation for fiscal year 2022 - July 1, 2021 through June 30, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Street Finance Report



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

10/26/2022 2:00:49 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$1,885,936					\$1,885,936
Benefits - Roads/Streets		\$717,468					\$717,468
Training & Dues		\$19,581					\$19,581
Building & Grounds Maint. & Repair		\$45,821					\$45,821
Road Beautification		\$89,397					\$89,397
Vehicle & Office Equip Operation and Repair		\$205,261					\$205,261
Street Lights					\$63		\$63
Other Maintenance and Repair					\$15,993		\$15,993
Engineering		\$189,278			\$5,874,726		\$6,064,004
Insurance		\$113,743					\$113,743
Legal		\$2,455			\$53,037		\$55,492
Payments to othe agencies					\$143,846		\$143,846
Rents & Leases		\$22,345					\$22,345
Tax Expense		\$27,092			\$23,637		\$50,729
Technology Expense		\$3,063					\$3,063
Other Professional Services					\$19,093		\$19,093
Other Contract Services		\$14,918					\$14,918



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Ankeny

Ames, IA 50010

10/26/2022 2:00:49 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Chemicals		\$72,983					\$72,983
Minor Equipment Purchases		\$20,222					\$20,222
Other Equipment		\$7,017					\$7,017
Office Supplies		\$11,672					\$11,672
Operating Supplies		\$361,615					\$361,615
Postage & Safety		\$1,568					\$1,568
Other Capital Equipment		\$29,666					\$29,666
Land Purchase					\$342,399		\$342,399
Right-of-Way					\$56,932		\$56,932
Street - New Roadway					\$14,257,923		\$14,257,923
Street - Capacity Improvement					\$5,505,492		\$5,505,492
Street - Preservation					\$1,209,718		\$1,209,718
Street - Safety/ Environment					\$5,327,454		\$5,327,454
Other Capital Outlay					\$677,560		\$677,560
Principal Payment				\$20,888,635			\$20,888,635
Interest Payment				\$2,269,187			\$2,269,187
Bond Registration Fees				\$3,349			\$3,349
Transfer Out		\$1,719,000					\$1,719,000
Street Lighting		\$661,595					\$661,595



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Ankeny

Ames, IA 50010

10/26/2022 2:00:49 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Traffic Control/Safety		\$1,223,385			\$1,919,303		\$3,142,688
Snow Removal		\$378,800					\$378,800
Depreciation & Building Utilities		\$100,777					\$100,777
Snow Removal Salaries		\$81,441					\$81,441
Snow Removal Benefits		\$22,145					\$22,145
Total		\$8,028,244		\$23,161,171	\$35,427,176		\$66,616,591



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

10/26/2022 2:00:49 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$23,072,171			\$23,072,171
TIF Revenues					\$7,157,000		\$7,157,000
Interest		\$12,651			\$71,775		\$84,426
State Revenues - Road Use Taxes		\$9,052,931					\$9,052,931
Other State Grants - IDOT					\$3,102,605		\$3,102,605
Local Contributions					\$4,111		\$4,111
Charges/fees						\$0	\$0
Contributions		\$5,335			\$654,305		\$659,640
Sale of Property & Merchandise		\$4,006					\$4,006
Proceeds from Debt					\$10,818,755		\$10,818,755
Transfer In				\$89,000	\$1,630,000		\$1,719,000
Total	\$0	\$9,074,923	\$0	\$23,161,171	\$23,438,551	\$0	\$55,674,645



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

10/26/2022 2:00:49 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2021A GO	\$25,045,000	\$5,815,000	\$1,205,306	\$1,834,808	\$380,310	\$19,230,000
2020A GO	\$12,530,000	\$2,660,000	\$611,200	\$1,976,702	\$454,196	\$9,870,000
2014B GO	\$6,571,823	\$6,571,823	\$242,033	\$6,571,823	\$242,033	\$0
2014A GO	\$6,620,130	\$6,620,130	\$207,227	\$6,620,130	\$207,227	\$0
2014G GO	\$1,705,150	\$189,610	\$71,769	\$189,610	\$71,769	\$1,515,540
2015A GO	\$1,975,648	\$461,203	\$68,620	\$461,203	\$68,620	\$1,514,445
2016A GO	\$2,288,250	\$533,250	\$70,121	\$533,250	\$70,121	\$1,755,000
2016B GO	\$3,413,131	\$657,999	\$68,263	\$657,999	\$68,263	\$2,755,132
2017A GO	\$3,958,878	\$689,700	\$163,343	\$689,700	\$163,343	\$3,269,178
2018A GO	\$5,329,632	\$660,352	\$232,577	\$660,352	\$232,577	\$4,669,280
2019A GO	\$10,377,896	\$693,058	\$310,728	\$693,058	\$310,728	\$9,684,838
2022A GO	\$31,665,000	\$0	\$0	\$0	\$0	\$31,665,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

10/26/2022 2:00:49 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
International Single Axle Dump Truck	2008	Purchased	\$164,332	No Change
Ford F550 4x4 Truck with Aerial Lift	2012	Purchased	\$101,619	No Change
2013 International Single Axle Dump Truck With Snow Blades	2013	Purchased	\$87,827	No Change
2013 Chevy 2WD Truck	2013	Purchased	\$21,428	No Change
2013 Chevy 4WD Truck	2013	Purchased	\$23,957	No Change
Vermeer Brush Chipper	2012	Purchased	\$34,931	No Change
Komatsu Forklift	2004	Purchased	\$13,075	No Change
Chevy 2500 HD 4WD Truck	2014	Purchased	\$23,965	No Change
Bobcat Skid Steer Loader	2014	Purchased	\$47,743	No Change
John Deere 624K Pay Loader	2014	Purchased	\$189,600	No Change
GMC Sierra 3500 2WD Truck	2015	Purchased	\$28,623	No Change
GMC Sierra 4WD Truck	2013	Purchased	\$31,813	No Change
International Dump Truck Single Axle	2014	Purchased	\$92,089	No Change
Ram 1500 4WD Truck	2014	Purchased	\$23,242	No Change
DODGE RAM 2500	2018	Purchased	\$30,331	No Change
1993 Ford F250 Pickup w/Accessories	1993	Purchased	\$14,807	No Change
Crafco Model EZ350D Melter Applicator	1997	Purchased	\$29,800	No Change
1998 JD6410 Wheel Tractor w/Cab and Alamo Mower	1998	Purchased	\$79,611	No Change
2001 International 4700 4 x 2	2001	Purchased	\$47,055	No Change
2004 International 7300 4 x 2	2003	Purchased	\$50,799	No Change
Caterpillar 430D Loader Backhoe	2004	Purchased	\$79,348	No Change



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Ankeny

Ames, IA 50010

10/26/2022 2:00:49 PM

Description	Model Year	Usage Type	Cost	Purchased Status
2004 Alamo EK11 Exten-A-Kut Rear Mount Mower	2004	Purchased	\$9,167	No Change
2008 Ford F250 4X4 Truck	2008	Purchased	\$19,646	No Change
2008 International Single Axle Truck & Equip	2008	Purchased	\$138,548	No Change
2008 International Tandem Axle Truck & Eq	2008	Purchased	\$154,830	No Change
International 7400 4x2 Single Axle Dump Truck	2011	Purchased	\$157,288	No Change
GMC Sierra 1500 4WD Truck	2015	Purchased	\$22,521	No Change
International Deicing Truck/Tandem Dump/Snow Plow Truck	2020	Purchased	\$224,089	No Change
Ford F550 Aerial Basket/Body Lift Truc	2021	Purchased	\$143,629	No Change
Pace American Cargo Trailer	2003	Purchased	\$6,210	No Change
Volvo G720B Tractor/Plow	2005	Purchased	\$169,397	No Change
Ford F450 Chassis/Flat Bed/Hydraulic Lift	2005	Purchased	\$34,598	No Change
Interstate 20 Ton Flat	2004	Purchased	\$8,302	No Change
SNOW WING FOR LOADER	2018	Purchased	\$15,373	No Change
STUMP GRINDER FOR BOBCAT SKID LOADER	2018	Purchased	\$6,756	No Change
International Single Axle Dump Truck 7400 4X2	2018	Purchased	\$189,188	No Change
Dodge Ram 1500 4WD	2018	Purchased	\$23,008	No Change
Bandit Horizontal Grinder	2018	Purchased	\$244,200	No Change
HLA Snow Wing/Blade	2018	Purchased	\$15,051	No Change
Boss VBX Slide-in Spreader	2018	Purchased	\$7,750	No Change
Case 721F Loader	2016	Purchased	\$194,500	No Change
Chevy 3/4 Ton 4x4 Silverado Truck	2011	Purchased	\$25,455	No Change
Larue Snow Blower	2020	Purchased	\$152,379	No Change
Volvo Wheel Loader With Snow Wing	2019	Purchased	\$228,858	No Change



City Street Finance Report

Fiscal Year 2022

Bureau of Local Systems

Ankeny

Ames, IA 50010

10/26/2022 2:00:49 PM

Description	Model Year	Usage Type	Cost	Purchased Status
International Plow Truck w/ Blade, Dump Body, Hitch, Wings, Emergency Lights	2020	Purchased	\$226,852	No Change
Vorteq Crash Trailer With Arrow Board	2019	Purchased	\$22,008	No Change
2009 International Tandem Axle Truck & Eq	2009	Purchased	\$180,600	No Change
INTERNATIONAL 7400 PLOW TRUCK	2016	Purchased	\$194,483	No Change
International 7400 4x2 Single Axle Dump Truck	2011	Purchased	\$157,288	No Change
2009 Astoria Sign Maintenance Truck	2009	Purchased	\$63,224	No Change
International Single Axle Dump Truck	2008	Purchased	\$164,332	No Change
Volvo Tire Wheel Loader	2006	Purchased	\$166,551	No Change
Ford F350	2007	Purchased	\$27,171	No Change
International 7300	2007	Purchased	\$128,406	No Change
International 7300	2007	Purchased	\$128,406	No Change
190 CFM Air Compressor	2005	Purchased	\$8,630	No Change
International 7300	2006	Purchased	\$114,872	No Change
International Cab & Chassis	2005	Purchased	\$119,860	No Change
Bobcat Utility Vehicle	2016	Purchased	\$13,303	No Change
Robotic Total Station - Engineering	2022	Purchased	\$28,320	New
Volvo Compact Wheeled Excavator	2021	Purchased	\$193,243	New
Bobcat Skid Loader	2021	Purchased	\$139,009	New
Conflict Monitor Tester for ATC Signal Cabinets	2022	Purchased	\$7,669	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

10/26/2022 2:00:49 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
South Ankeny Blvd & Magazine Rd Safety Improvements	\$482,918	\$477,758	All Star Concrete
SE Delaware Ave & Se 8th St Widening & Traffic Signalization	\$840,410	\$861,167	All Star Concrete
SE Hulsizer Rd Realignment	\$2,351,564	\$2,360,369	Alliance Construction Group, LLC
SE Delaware Ave & SE Corporate Woods Dr Intersection Improvements	\$460,387	\$470,486	Alliance Construction Group, LLC
SE Hulsizer Rd Realignment	\$225,354	\$509,824	Civil Design Advantage, LLC
2021 PCC Street Patching Program	\$453,430	\$444,435	Hawkeye Paving Corp.
2021 PCC Pavement Preservation Program	\$336,378	\$321,697	Iowa Civil Contracting, Inc
NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd	\$76,600	\$76,600	McClure Engineering
SW Des Moines Street Improvements - SW Prairie Trail Pkwy to SW Magazine Rd	\$314,500	\$596,500	Nilles Associates, Inc.
SW Des Moines St - SW Magazine Rd to SW 11th St	\$241,500	\$427,000	Nilles Associates, Inc.
2021 City-Wide Manhole Boxout Repairs	\$156,414	\$163,928	Shekar Engineering, PLC
East First Street Interchange Reconstruction Project	\$2,004,100	\$3,135,636	Snyder & Associats, Inc.
I-35 Widening between E 1st St Interchange and Proposed NE 36th Interchange	\$570,000	\$661,830	Snyder & Associats, Inc.
Traffic Signal System Timing Update	\$144,653	\$132,966	Snyder & Associats, Inc.
SE Convenience Blvd Extension	\$78,400	\$156,243	Snyder & Associats, Inc.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

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Project Description	Contract Price	Final Price	Contractor Name
2020 PCC Pavement Preservation Program	\$223,921	\$202,523	TK Concrete, Inc



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Ankeny

10/26/2022 2:00:49 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$8,620,560	\$0	\$0	\$9,716,173	\$0	\$18,336,733
SubTotal Expenses (-)		\$6,309,244		\$23,161,171	\$35,427,176		\$64,897,591
Transfers Out (-)		\$1,719,000					\$1,719,000
Subtotal Revenues (+)	\$0	\$9,074,923	\$0	\$23,072,171	\$21,808,551	\$0	\$53,955,645
Transfers In (+)				\$89,000	\$1,630,000		\$1,719,000
Ending Balance	\$0	\$9,667,239	\$0	\$0	(\$2,272,452)	\$0	\$7,394,787

Resolution Number:

Execution Date: Monday, November 21, 2022

Signature: Alexia Grgurich



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified list for appointment to Fire Department Office Manager, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified list for appointment to Fire Department Office Manager, subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 civil service certified lists

November 21, 2022

To: The Honorable Mark Holm, Mayor, and City Council Members

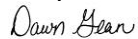
From: Civil Service Commission

At the November 14, 2022, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Office Manager – Fire Department:

RANK	LAST NAME	FIRST NAME
1	Farr	Emily
1	Williams	Annamae
3	Balduchi	Joseph
3	Clark	Andrea
3	Haberichter	Jean
6	Slaughter	Maritza
7	Harper	Stefanie
7	Herink	Mindy
7	Higgins	Audrey
7	Murtaugh	Mary
11	Paulson	Emily
12	Parker	Holly
13	Haar	Betty
13	Taylor	Kristen

Respectfully submitted,



Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, parkland dedication agreement, and authorizing cost-participation for upsizing of public water main for First Street Commons Plat 2.

EXECUTIVE SUMMARY:

First Street Commons Plat 2 is a proposed 2.01-acre (+/-) plat located north of E 1st Street and east of NE Deerfield Drive. The subject plat creates 22 lots for 2-plex and 4-plex townhomes, two street lots and associated utilities easements and improvements. The subject property is considered to be a portion of “Parcel M” within the Deer Creek PUD. “Parcel M” is identified as being utilized for Medium Density Residential – Townhomes. The proposed plat is in general conformance with the Deer Creek PUD.

FISCAL IMPACT: **Yes**

City Council authorization of cost-participation request for 16-inch water main along E 1st Street in the amount estimated to be \$5,375.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on May 17, 2022.
Preliminary approval of the final plat by City Council on June 6, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Map
 Applicant Letter

WHEN RECORDED RETURN TO:

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

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

Phone: (515) 963-3544

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, PARK LAND DEDICATION
AGREEMENT, AND AUTHORIZING
COST-PARTICIPATION FOR UPSIZING OF PUBLIC WATER MAIN FOR FIRST STREET COMMONS
PLAT 2**

WHEREAS, on the 17th day of May 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended preliminary approval of First Street Commons Plat 2; and

WHEREAS, the City Council of the City of Ankeny, Iowa, granted preliminary approval of the final plat for First Street Commons Plat 2 on the 6th day of June, 2022; and

WHEREAS, the attorney's title opinion, platted easements, and park land dedication agreement have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the final plat for First Street Commons Plat 2 is hereby approved; and
2. That the public utility easement, public gas easement, public electric easement, public ingress egress water main and sanitary sewer easement, public drainage easement, public storm sewer easement, public storm sewer and drainage easement, and public storm water management facility maintenance covenant and permanent easement agreement are hereby accepted; and
3. That the park land dedication agreement and payment in lieu of parkland dedication are hereby accepted; and
4. That the cost-participation request for water main upsizing along E 1st Street be authorized in an amount estimated to be \$5,375.00 is hereby approved.

PASSED AND APPROVED this 21st day of November, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 17, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Vice Chair T.Rapp called the May 17, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #3. First Street Commons Plat 2 Final Plat

Motion to recommend City Council approval of First Street Commons Plat 2 Final Plat; and recommend City Council authorization of cost-participation for 16-inch water main along E 1st Street in the amount estimated to be \$5,375.00.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #4. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

INDEX LEGEND

LOCATION: PT. OUTLOT 'Y', FIRST STREET COMMONS PLAT 1
ANKENY, POLK COUNTY, IOWA

REQUESTOR: FIRST STREET COMMONS, LLC

PROPRIETOR: FIRST STREET COMMONS, LLC
17389 BERKSHIRE PARKWAY
CLIVE, IOWA 50325

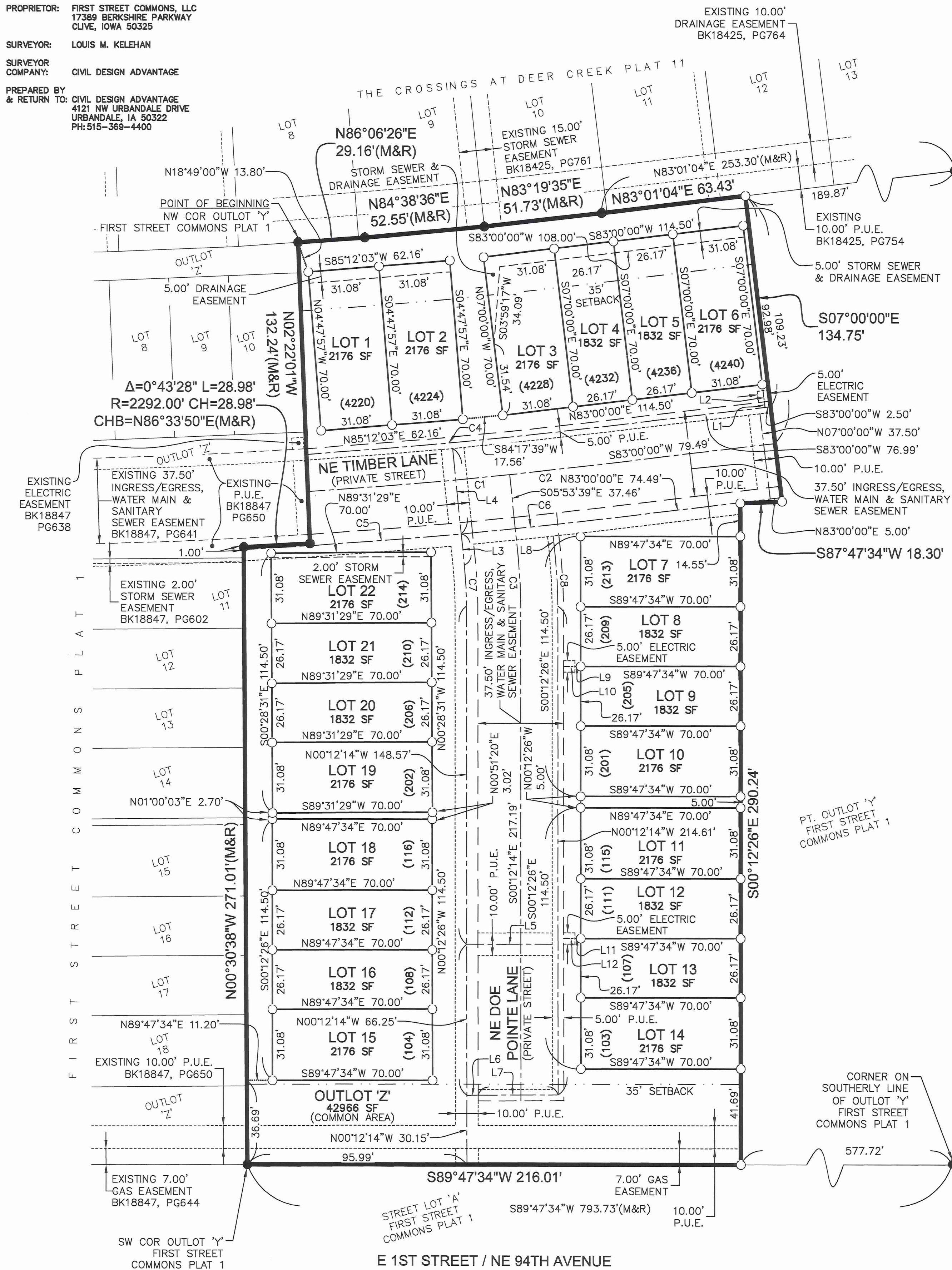
SURVEYOR: LOUIS M. KELEHAN

SURVEYOR
COMPANY: CIVIL DESIGN ADVANTAGE

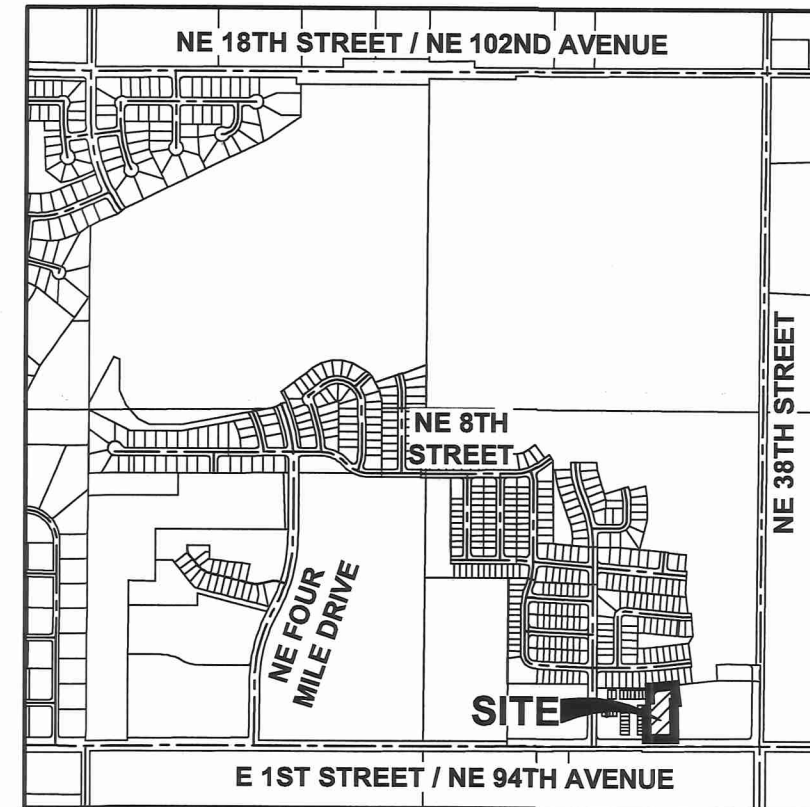
PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

FIRST STREET COMMONS PLAT 2

FINAL PLAT



VICINITY MAP



ANKENY, IOWA

OWNER / DEVELOPER

FIRST STREET COMMONS, LLC
CONTACT: ERIC GRUBB
17389 BERKSHIRE PARKWAY
CLIVE, IOWA 50325
PH. (515) 975-7441

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

DATE OF SURVEY

FIELDWORK: APRIL, 2022

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- THE DEVELOPER IS RESPONSIBLE FOR STREET LIGHT INSTALLATION ON E. 1ST STREET ALONG THE PLAT BOUNDARY.
- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, MAP NUMBER 19153C0210F WITH A EFFECTIVE DATE OF FEBRUARY 1, 2019.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	●	△
1/2" REBAR, YELLOW PLASTIC CAP#18660 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	

PLAT DESCRIPTION

A PART OF OUTLOT 'Y', FIRST STREET COMMONS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 86°06'26" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 29.16 FEET; THENCE NORTH 84°38'36" EAST CONTINUING ALONG SAID NORTHERLY LINE, 52.55 FEET; THENCE NORTH 83°19'35" EAST CONTINUING ALONG SAID NORTHERLY LINE, 51.73 FEET; THENCE NORTH 83°01'04" EAST CONTINUING ALONG SAID NORTHERLY LINE, 63.43 FEET; THENCE SOUTH 07°00'00" EAST, 134.75 FEET; THENCE SOUTH 87°47'34" WEST, 18.30 FEET; THENCE SOUTH 00°12'26" EAST, 290.24 FEET TO THE SOUTHERLY LINE OF SAID OUTLOT 'Y'; THENCE SOUTH 89°47'34" WEST ALONG SAID SOUTHERLY LINE, 216.01 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 00°30'38" WEST ALONG THE WESTERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 271.01 FEET; THENCE EASTERLY CONTINUING ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2292.00 FEET, WHOSE ARC LENGTH IS 28.98 FEET AND WHOSE CHORD BEARS NORTH 86°33'50" EAST, 28.98 FEET; THENCE NORTH 02°22'01" WEST CONTINUING ALONG SAID WESTERLY LINE, 132.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.01 ACRES (87,398 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING AND BULK REGULATIONS

ZONING
DEER CREEK PUD

BULK REGULATIONS
MIN. SETBACKS

- FRONT = 35' FROM NE 94TH AVE (E 1ST ST.) & NE 38TH ST.
30' FEET FROM INTERNAL PUBLIC RIGHT-OF-WAYS
25' FEET FROM PRIVATE DRIVES

- REAR = 30' (DECKS MAY EXTEND 12 FEET INTO RYSB)

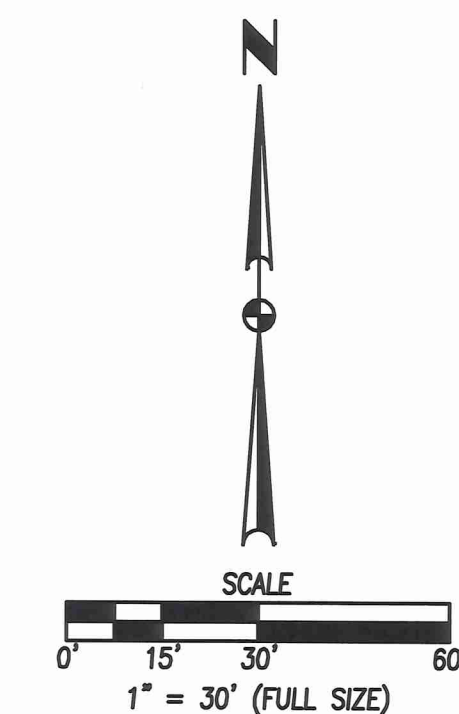
- BUILDING SEPARATION = 12' PRINCIPAL STRUCTURES

SCREENING REQUIRED:
- CLASS A WHERE TOWNHOME AREAS ADJUT SINGLE-FAMILY AREAS

R-3 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	21°3'38"	2269.25'	88.22'	S85°03'42"W	88.21'
C2	0°56'52"	2269.25'	37.54'	S83°28'26"W	37.54'
C3	5°41'13"	206.25'	20.47'	S03°03'03"E	20.46'
C4	31°0'37"	2253.00'	124.92'	S84°35'18"W	124.90'
C5	2°23'04"	2293.00'	95.42'	S85°44'07"W	95.41'
C6	1°32'35"	2293.00'	61.75'	N83°46'17"E	61.75'
C7	5°41'12"	182.50'	18.11'	N03°03'04"W	18.11'
C8	5°41'14"	222.50'	22.09'	N03°03'02"W	22.08'



LINE DATA

LINE	BEARING	LENGTH
L1	N07°00'00"W	2.50'
L2	N07°00'00"W	5.00'
L3	N05°53'39"W	13.77'
L4	N05°53'39"W	37.50'
L5	N89°47'46"E	37.50'
L6	N89°29'22"E	5.00'
L7	N89°29'22"E	35.00'
L8	N05°53'39"W	8.79'
L9	S89°47'46"W	2.50'
L10	S89°47'46"W	5.00'
L11	S89°47'46"W	2.51'
L12	S89°47'46"W	5.00'

FILE: N:\2022\22001\22001\FINAL PLAT 2.DWG
PLOT: 11/10/2022 7:32 AM
PLOT BY: LOUIS KELEHAN

COMMENT:
END

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date: May 17, 2022	
Ayes: 6	Nays: 0
Abstain: 0	Absent: 1
APPROVED	
J. Page	Vice Chairperson
Brenda Dugan	Secretary

DATE

11/10/2022

10/21/2022

05/06/2022

04/15/2022

REVISIONS

SIGNED SUBMITTAL

UPDATED PLAT

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE

URBANDALE, IA 50322

PHONE: (515) 369-4400

REVIEW:

TECH:

ENGINEER:

RECEIVED

NOV 11 2022

SALE CONTRACT

FIRST STREET COMMONS PLAT 2

FINAL PLAT

1

1

2201.011



*Plan and Zoning Commission
Staff Report*

Meeting Date: May 17, 2022

Agenda Item: First Street Commons Plat 2 – Final Plat
Report Date: May 12, 2022
Prepared By: Jake Heil *EJC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of First Street Commons Plat 2 Final Plat; and recommend City Council authorization of cost-participation request for 16-inch water main along E 1st Street in the amount estimated to be \$5,375.00.

Project Summary:

First Street Commons Plat 2 is a proposed 2.01-acre (+/-) plat located north of E 1st Street and east of NE Deerfield Drive. The subject plat creates 22 lots for 2-plex and 4-plex townhomes, two street lots and associated utilities easements and improvements. The subject property is considered to be a portion of “Parcel M” within the Deer Creek PUD. “Parcel M” is identified as being utilized for Medium Density Residential – Townhomes. The proposed plat is in general conformance with the Deer Creek PUD.

Project Report:

- Streets:** The proposed plat will be primarily accessed via NE Timber Lane, via NE Deerfield Drive. The plat includes the development of the private street NE Doe Pointe Lane. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water mains will be installed throughout this proposed development, connecting to the existing 8-inch main along NE Timber Lane.
- Sewer:** 8-inch sanitary sewer mains will be installed throughout this proposed development, connecting to the existing 8-inch main along NE Timber Lane.
- Drainage:** Storm sewer pipes will direct stormwater to the south and west, outletting into a stormwater detention pond, which is located in the northeast corner of the intersection of NE Deerfield Drive and E 1st Street. Storm water will then flow west via a drainage ditch before ultimately conveying into Four Mile Creek.
- Parkland:** The developer request that the City accept payment in lieu of parkland dedication, in an amount equal to \$2,407.66 based on \$12,000 per acre, to fulfill the parkland dedication requirement as specified in the City’s Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for Development.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: First Street Commons Plat 2
NAME OF OWNER/ DEVELOPER: First Street Commons, LLC.

GENERAL INFORMATION:

PLAT LOCATION: North of E 1st Street, east of NE Deerfield Drive
SIZE OF PLAT: 2.01 acres
ZONING: Deer Creek PUD

LOTS:

NUMBER: 22 Townhome lots
SIZE/DENSITY: 10.94 units per acre
USE: Residential
BUILDING LINES:
 Front: 35' from E 1st Street & NE 38th Street
 30' from internal ROW
 25' from back of curb of all private drives
 Rear: 30' (decks may extend 12 feet past RYSB)
 Building separation: 12'

PARK SITE DEDICATION:

The developer has requested payment in lieu of dedication.

ADJACENT LANDS:

NORTH: Deer Creek PUD – Crossing at Deer Creek Plat 11
SOUTH: Outside the City of Ankeny Corporate Limits - Agriculture
EAST: Deer Creek PUD – Future First Street Commons Plat
WEST: Deer Creek PUD – First Street Commons Plat 1

STREET DEVELOPMENT:

All proposed streets in the development will be private.

WASTE WATER:

PROJECTED FLOWS: 2.01 acres of developable land X 990 gal. per day/pers.= 1,989.9 GPD

TREATMENT PLANT CAPACITY: Design: 12.1 MGD; current daily avg. 6.41 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 22 units X 3 pers. per house X 100 gal. per day/person = 6,600 GPD

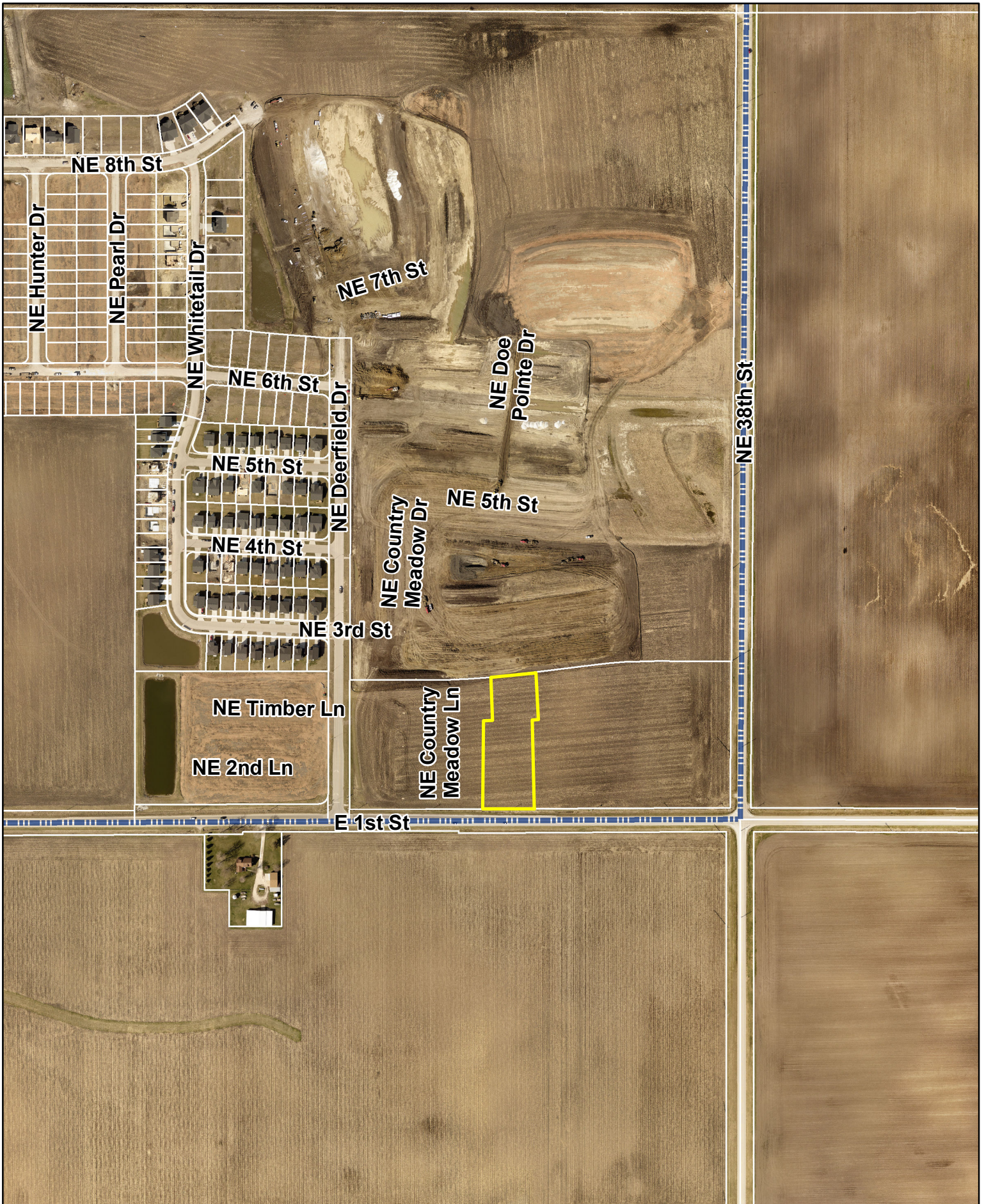
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 6, 2022

Honorable Mayor, City Council and Plan and Zoning Commission Members
c/o Jake Heil
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, Iowa 50023

RE: First Street Commons Plat 2
Final Plat and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of First Street Commons, LLC, we are pleased to submit herewith a final plat and construction drawings for First Street Commons Plat 2 located within the Deer Creek PUD, west of NE 38th Street, north of E 1st Street. The property contains approximately 2 acres.

Plat 2 will include development of 22 two-plex and 4-plex townhomes, which is consistent with the Deer Creek PUD. The project contains several new private streets which connect to NE Deerfield Drive and NE 3rd Street. Public sanitary sewer and water main will be extended from Plat 1 to provide service for the development. Storm water detention has been provided in a wet-bottom detention pond in the SW corner of Plat 1 and in a regional detention basin located north of the site.

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting. We respectfully request the City's consideration for cost participation, in accordance with City policy, for the extension of 16-inch water main along E 1st Street in the amount of \$25 per linear foot (\$5,375 total).

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding, Project Manager

cc: First Street Commons, LLC



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting the final plat for Christian Juon Estates Plat 3, subject to applicable Polk County Subdivision requirements in lieu of City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

Christian Juon Estates Plat 3 is a 36.27-acre (+/-) plat located approximately ¾-mile north of the Ankeny corporate limits and ¼-mile southwest of the intersection at NW 126th Avenue and NW 2nd Street. The plat lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny Planning Boundary.

The plat area is zoned under Polk County as AG, Agricultural District, and is currently developed with a single-family residence that will remain. The subject plat is indicated in The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map as Low-Density Residential, Medium-Density Residential, and High-Density Residential. The applicant is proposing to subdivide the current singular lot into three lots, which include the existing residence on Lot 1, as well as two unbuildable outlots. The plat area will continue to utilize septic sewer and Des Moines Water Works water main.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Christian Juon Estates Plat 3 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on November 8, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P & Z Commission Minutes
 Final Plat
 Staff Report
 Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING THE FINAL PLAT FOR CHRISTIAN JUON ESTATES PLAT 3, SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS IN LIEU OF CITY OF ANKENY SUBDIVISION REGULATIONS

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Christian Juon Estates Plat 3 on the 8th day of November, 2022; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within the City of Ankeny Planning Boundary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the final plat for Christian Juon Estates Plat 3 is hereby approved, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 21st day of November, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, November 8, 2022

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

CALL TO ORDER

Chair G.Hunter called the November 8, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #2. Christian Juon Estates Plat 3 Final Plat

Motion to recommend City Council approval of Christian Juon Estates Plat 3 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item #1 - #2. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

INDEX LEGEND	
LOCATION:	CHRISTIAN JUON ESTATES PLAT 2, LOT 2 N/2 SECTION 34-B1-24
REQUESTOR:	
PROPRIETOR:	DONNA M J STEINER REVOCABLE TRUST 480 NW 126TH AVE, SLATER, IA 50244-8029 (515) 685-2830, donnasteiner6183@gmail.com
SURVEYOR:	GREGORY L. ROSS, IA PLS NO. 13286
COMPANY:	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR, SUITE M GRIMES, IA 50111
RETURN TO:	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR, SUITE M GRIMES, IA 50111
AREA ABOVE FOR RECORDATION ONLY	

CHRISTIAN JUON ESTATES PLAT 3 (MINOR FINAL PLAT)

OWNERS
DONNA M J STEINER REVOCABLE TRUST
480 NW 126TH AVE
SLATER, IA 50244-8029
(515) 685-2830
donnasteiner6183@gmail.com

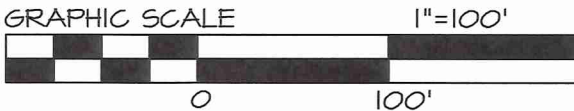
DEVELOPER
DONNA M J STEINER REVOCABLE TRUST
480 NW 126TH AVE
SLATER, IA 50244-8029

LEGAL DESCRIPTION

Lot 2 in CHRISTIAN JUON ESTATES PLAT 2, an Official Plat, recorded in Book 16635 Page 548-550 at the County Recorder, Polk County, Iowa, more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2; thence South 00°21'01" West, a distance of 494.75 feet; thence South 84°45'33" East, a distance of 108.21 feet; thence South 00°21'01" West, a distance of 854.12 feet to the Southeast Corner of said Lot 2; thence North 84°44'56" West, a distance of 1623.62 feet to the Southwest Corner of said Lot 2; thence North 00°40'54" East, a distance of 1293.61 feet to the Northwest Corner of said Lot 2; thence South 84°45'33" East, a distance of 464.41 feet; thence South 00°21'01" West, a distance of 547.33 feet; thence South 84°45'33" East, a distance of 126.00 feet; thence North 00°21'01" East, a distance of 600.00 feet; thence South 84°45'33" East, a distance of 234.25 feet to the Point of Beginning. Containing 36.21 ACRES, more or less.

ROLL CALL Plan & Zoning Commission Ankeny, IA	
Date	November 6, 2022
Ayes	6
Nays	0
Abstain	0
Absent	1
APPROVED	
C. Hunter	Chairperson
Brenda Klingberg	Secretary



Mediacom
Mr. Chad Ernst
2209 Ingersoll Avenue
Des Moines, Iowa 50312
(515) 244-2531 (Mobile)
(515) 246-2215 (office)
(515) 246-2234 (fax)

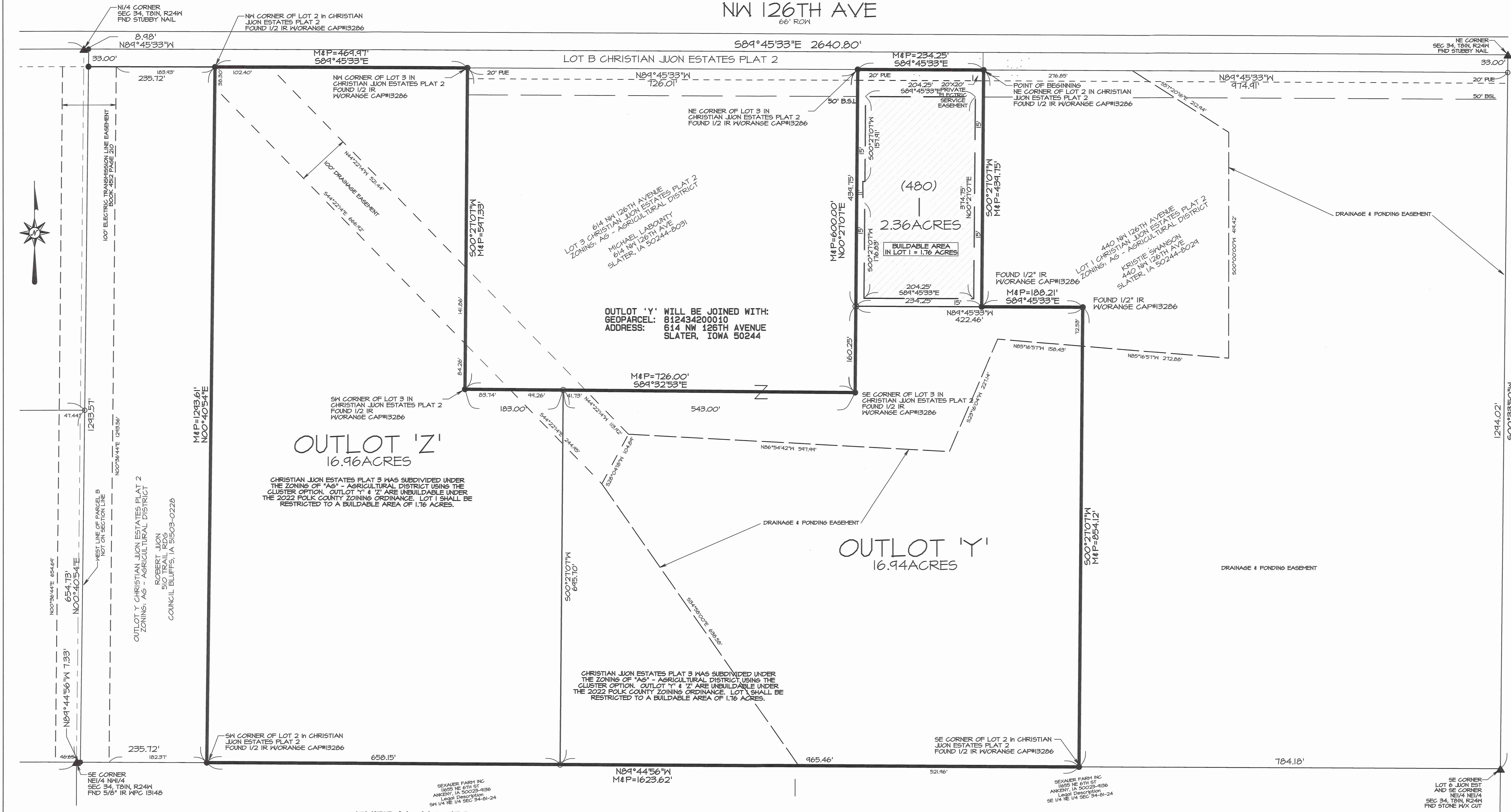
Midamerican Energy
Electric Transmission
Mr. Steve Harrison, P.E.
3500 104th Street
Urbandale, IA 50322
(515) 252-6560 (off fice)
(515) 252-6940 (fax)
sharrison@midamerican.com

Des Moines Water Works
Mr. Bryan Polipeter
2201 George Flogg Parkway
Des Moines, Iowa 50321
(515) 323-6204 (office)
bpolipete@dmww.com
Midamerican Energy
Mr. Chuck Wellman
200 SE 3rd Street
Des Moines, Iowa 50309
(515) 242-3474 (office)
cwellman@midamerican.com

Qwest Communications
Mr. Brent Carlston
2103 E. University
Des Moines, Iowa 50317
(515) 263-7304 (office)
(515) 252-6463 (fax)
jshelper@midamerican.com

This subdivision was platted using the Ag Cluster Development option requiring 95% or 34.46 acres of the total plat area be designated as open space. 33.90 acres of open space is provided by Outlots Y and Z. The remaining open space is contained on Lot 1 as designated.

RECEIVED
NOV 11 2022
CITY OF ANKENY



GENERAL NOTES

- IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES IF SAID PERMITS ARE REQUIRED OF THIS PROJECT.
- STORM RUNOFF: DURING CONSTRUCTION & GRADING INDIVIDUAL LOT OWNERS WILL ALTER EXISTING TOPOGRAPHY AND SHALL BECOME RESPONSIBLE, THE LOT OWNER THEMSELVES ARE RESPONSIBLE NOT THE DEVELOPER OF THE PLAT OR THE ENGINEER OF THE PLAT FOR THE FOLLOWING:
 - INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING POST DEVELOPMENT RUNOFF FROM THEIR SITE DOES NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
 - INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR GRADING THEIR LOT TO CONVEY RUNOFF GENERATED FROM THEIR LOT AND RUNOFF GENERATED FROM ADJACENT LOTS IN SUCH A MANNER AS TO "NOT":
 - DAMAGE DOWN STREAM PROPERTY.
 - RESTRICT OFF SITE FLOW FROM BEING CONVEYED ACROSS THEIR LOT.
 - CHANGE THE GENERAL DIRECTION OF FLOW OF RUNOFF.
 - INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING THEIR SITE IS GRADED TO PROTECT THEIR PRIVATE PROPERTY FROM ANY AND ALL DAMAGE FROM STORM RUNOFF GENERATE ON SITE OR OFF SITE.
 - INDIVIDUAL LOT OWNERS SHALL NOT GRADE ANY PORTION OF THEIR LOT TO CAUSE RUNOFF TO BECOME CONCENTRATED FLOW WITHOUT PROVIDING PROTECTION FOR DOWNSTREAM PROPERTIES.
- RELOCATION OF ANY ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT WILL BE AT THE DEVELOPERS EXPENSE.
- ALL MAILBOXES LOCATED IN POLK COUNTY RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
- UTILITY EASEMENTS ARE DEDICATED FOR THE USE OF ANY PUBLIC UTILITY.
- SEWER SYSTEM: LATERAL FIELD AND SEPTIC TANK, ALTERNATE WASTE WATER SYSTEMS MAY BE REQUIRED.
- SUBSURFACE DRAINAGE FACILITIES: ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED, MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
- ZONING: AG - AGRICULTURAL DISTRICT
- WATER: DES MOINES WATER WORKS.
- CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
- MAINTENANCE OF ALL DRAINAGE AND PONDING EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

Lot	Original DD 40 Parcel	Area of Lot in Original DD 40 Parcel	Amount of Original DD 40 Assessment on Lot
Lot 1	Part NE 1/4 NE 1/4 Section 34	1.08 ACRES	\$2.70
Outlot 2	Part NW 1/4 NE 1/4 Section 34	0.76 ACRES	\$1.82

- ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNERS EXPENSE.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X
- IF ANNEXED INTO THE CITY OF ANKENY, PROPERTY OWNERS WILL BE RESPONSIBLE FOR STREETLIGHTS & SIDEWALKS.
- OUTLOTS ARE RESTRICTED FROM ANY FURTHER DEVELOPMENT, INCLUDING ANY STRUCTURES, AND SHALL REMAIN AS PERMANENT OPEN SPACE.

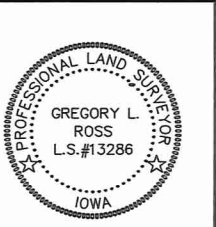
BULK REGULATIONS

ZONING: "AG" AGRICULTURAL DISTRICT - CLUSTER DEVELOPMENT OPTION
MINIMUM LOT SIZE: 40,000 SF
MINIMUM LOT WIDTH: 140 FT
FRONT & REAR SETBACK: 50'
SIDEYARD SETBACK: 15'
MAXIMUM BUILDING HEIGHT: 35' FOR PRINCIPAL RESIDENCE,
MAXIMUM BLDG COVERAGE: 15%

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE PLAT SURVEY WORK WAS ACCURATELY DONE, UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
LICENSE NUMBER: 13286, DATE: DEC 31 2022, PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

SIGNED: GREGORY L. ROSS, P.L.S. 13286, DATE: 11/10/22



LEGEND

- MONUMENT FOUND AS NOTED
- SET 1/2" IR 1/4" ORANGE CAP #13286
- SECTION CORNER FOUND AS NOTED
- SECTION CORNER SET AS NOTED
- SANITARY MANHOLE AS NOTED
- STORM MANHOLE AS NOTED
- TRAFFIC MANHOLE AS NOTED
- UTILITY MANHOLE AS NOTED
- PHONE MANHOLE AS NOTED
- ELECTRIC MANHOLE AS NOTED
- GAS METER AS NOTED
- GAS VALVE AS NOTED
- UTILITY POLE AS NOTED
- WELL AS NOTED
- FIREHYDRANT AS NOTED
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- CURB INTAKE AS NOTED
- AREA INTAKE AS NOTED
- HANDICAPPED PARKING AS NOTED
- ELECTRIC TRANSFORMER BOX
- UTILITY BOX AS NOTED
- PERK TEST SITE AS NOTED
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- GAS METER AS NOTED
- RECORDED DISTANCE OF BEARING
- RECORDED DISTANCE OF BEARING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- FENCE LINE AS NOTED
- BURIED TELEVISION AS NOTED
- BURIED ELECTRIC AS NOTED
- OVER-HEAD UTILITIES
- GAS MAIN AS NOTED
- WATER MAIN AS NOTED
- STORM SEWER AS NOTED
- SANITARY SEWER AS NOTED
- BURIED TELEPHONE
- BURIED CABLE/UTILITIES

AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157
PROJECT #: 206837



*Plan and Zoning Commission
Staff Report*

Meeting Date: November 8, 2022

Agenda Item: Christian Juon Estates Plat 3 – Final Plat (County)
Report Date: November 2, 2022
Prepared by: Ryan Kirschman
Planner I

EJC

Staff Recommendation

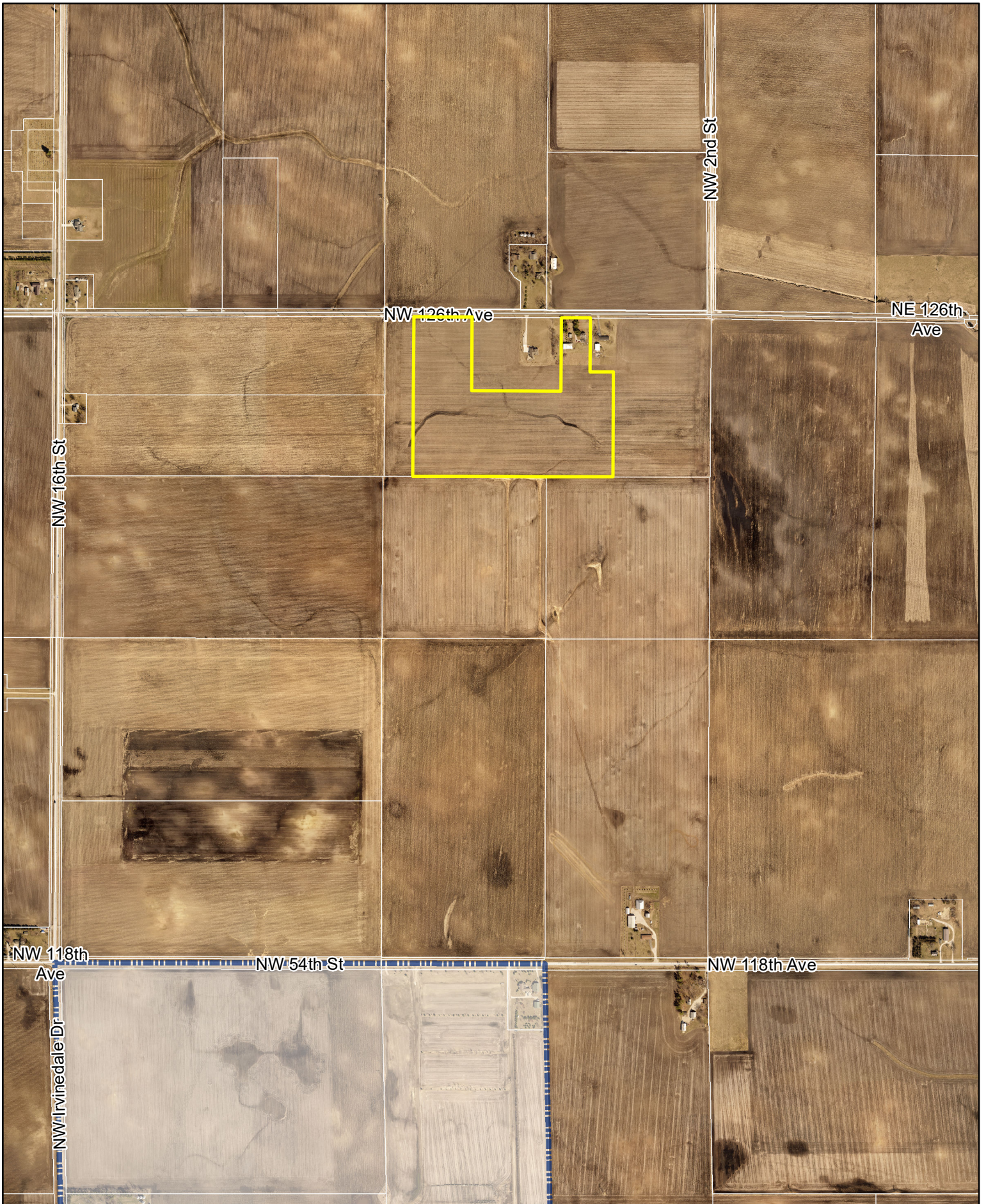
That the Plan and Zoning Commission recommend City Council approval of the Christian Juon Estates Plat 3 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

Christian Juon Estates Plat 3 is a 36.27-acre (+/-) plat located approximately ¾-mile north of the Ankeny corporate limits and ¼-mile southwest of the intersection at NW 126th Avenue and NW 2nd Street. The plat lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny Planning Boundary.

The plat area is zoned under Polk County as AG, Agricultural District, and is currently developed with a single-family residence that will remain. The subject plat is indicated in The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map as Low-Density Residential, Medium-Density Residential, and High-Density Residential. The applicant is proposing to subdivide the current singular lot into three lots, which include the existing residence on Lot 1, as well as two unbuildable outlots. The plat area will continue to utilize septic sewer and Des Moines Water Works water main.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.





Civil Engineers & Land Surveyors

Tuesday, September 20, 2022

The attached plat is a replat of Lot 2 in CHRISTIAN JUON ESTATES PLAT 2. There is an existing single-family residence located on the original Lot 2. The Plat is 36.27 acres and will create one buildable lot and two Outlot's that will be sold to family members. The plat is zoned AG – Agricultural District and will be developed using the Cluster Development Option. This will allow for the existing Single Family residence to be placed on a 2.36 acre lot. The balance of the ground will be unbuildable till rezoned or annexed into the City. Proposed Outlot Y will be joined by a lot tie agreement with the existing parcel located at 614 NW 126th Avenue.

RECEIVED

SEP 21 2022

CITY OF ANKENY



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Riordan Partners, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from Riordan Partners, LLC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the temporary construction easement is \$24,495.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way and temporary construction easement from Riordan Partners, LLC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Warranty Deed
 Temporary Construction Easement
 Purchase Agreement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 301 NW 18TH STREET FOR THE
NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY
BOULEVARD PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Riordan Partners, LLC at 301 NW 18th Street to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 Riordan Partners, LLC at 301 NW 18th 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 NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Riordan Partners, 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 5, THE PINES OF ANKENY, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE SOUTH 89°45'36" EAST, 1976.97 FEET; THENCE SOUTH 00°14'24" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 5 AND ALONG A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 137.50 FEET, WHOSE ARC LENGTH IS 62.86 FEET AND WHOSE CHORD BEARS SOUTH 13°16'55" WEST, 62.31 FEET; THENCE CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 162.50 FEET, WHOSE ARC LENGTH IS 69.45 FEET AND WHOSE CHORD BEARS SOUTH 14°00'27" WEST, 68.92 FEET; THENCE NORTH 00°00'15" WEST, 22.02 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 165.50 FEET, WHOSE ARC LENGTH IS 55.03 FEET AND WHOSE CHORD BEARS NORTH 09°31'18" EAST, 54.78 FEET; THENCE ALONG A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 134.50 FEET, WHOSE ARC LENGTH IS 36.89 FEET AND WHOSE CHORD BEARS NORTH 11°11'23" EAST, 36.78 FEET; THENCE

ALONG A CURVE, CONCAVE WESTERLY WHOSE RADIUS IS 27.00 FEET, WHOSE ARC LENGTH IS 5.47 FEET AND WHOSE CHORD BEARS NORTH 02°28'22" WEST 5.46 FEET; THENCE NORTH 89°45'36" WEST, 35.00 FEET; THENCE NORTH 00°14'24" EAST, 10.00 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, SOUTH 89°45'36" EAST, 49.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,438 S.F.).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

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.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 27th day of OCTOBER, 2022.

Riordan Partners, LLC, an Iowa
Limited Liability Company

[Signature]

Signed

Dennis Riordan, President

Print Name and Title

Signed

Print Name and Title

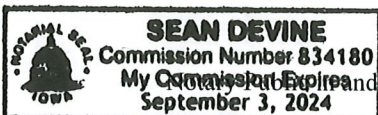
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } ss:

On this 27 day of OCTOBER, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Dennis Riordan, President

_____ 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) Sean Devine (Sign in Ink)



Sean Devine (Print Name)

and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Dennis Riordan,
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)
Riordan 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.

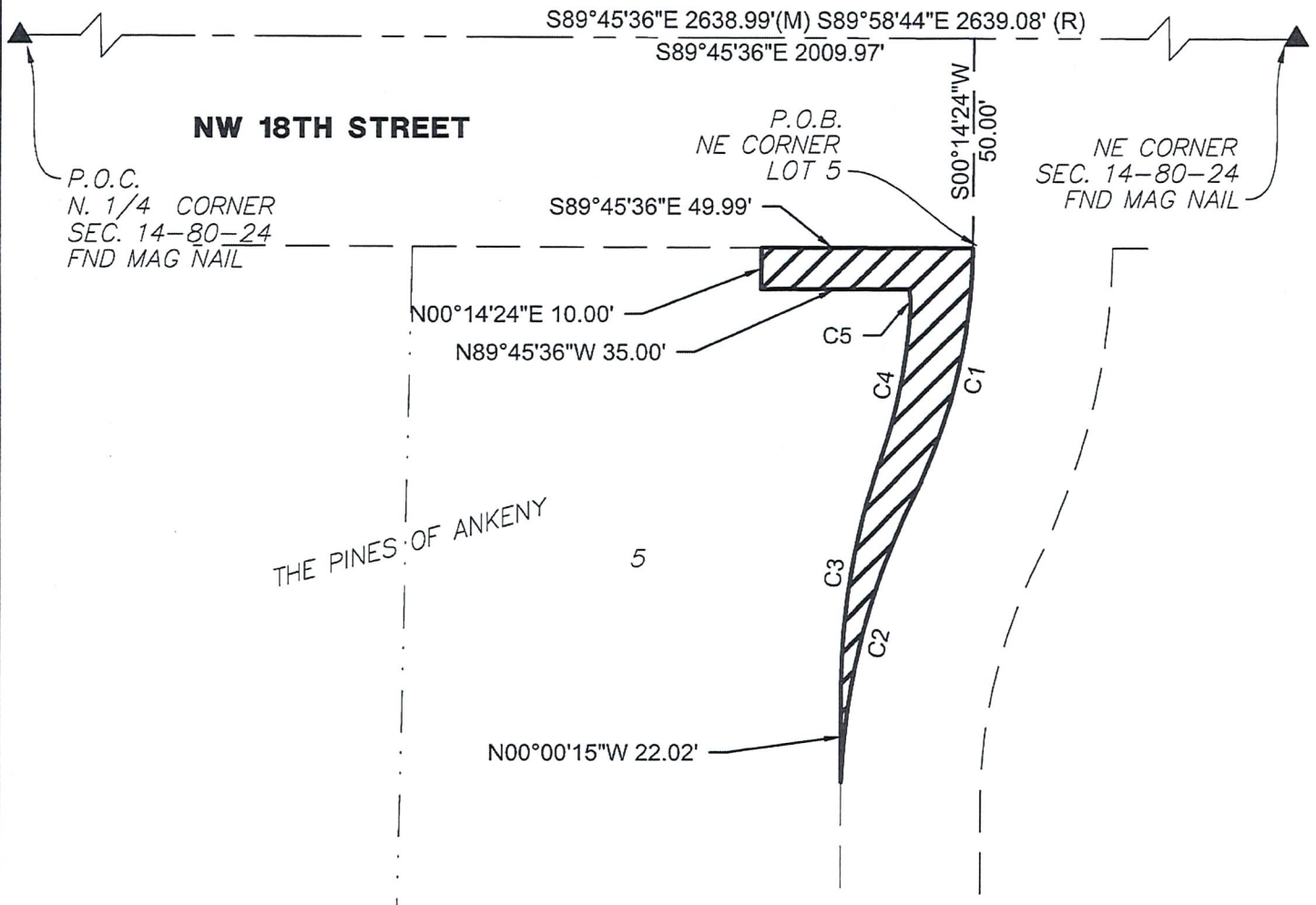
Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PROPERTY: LOT 5, THE PINES OF ANKENY
PROPRIETOR: RIORDAN PARTNERS LLC
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-16



GENERAL LEGEND

- ACQUISITION AREA
 - EXIST PROPERTY LINE
 - SECTION LINE
 - EXIST EASEMENT
- MONUMENTS FOUND:
(TYPE AS NOTED)
- SECTION CORNER
 - 1/2" REBAR W/ YPC #11804 (UNLESS NOTED OTHERWISE)
- MONUMENTS SET:
1/2" REBAR W/ YPC #23252
- FND FOUND
BK, PG BOOK AND PAGE
(M), (R) MEASURED, RECORDED
R.O.W. RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

McCLURE™
making lives better.

335 SE Orlebor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370

N
NORTH

0 20 40
(IN FEET)
1 inch = 40 ft.

LICENSED LAND SURVEYOR

JOHN DEWEY
23252

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *John Dewey* DATE: 9/19/22

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

ACQUISITION PLAT

PROPERTY DESCRIPTION:

A PART OF LOT 5, THE PINES OF ANKENY, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE SOUTH 89°45'36" EAST, 1976.97 FEET; THENCE SOUTH 00°14'24" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 5 AND ALONG A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 137.50 FEET, WHOSE ARC LENGTH IS 62.86 FEET AND WHOSE CHORD BEARS SOUTH 13°16'55" WEST, 62.31 FEET; THENCE CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 162.50 FEET, WHOSE ARC LENGTH IS 69.45 FEET AND WHOSE CHORD BEARS SOUTH 14°00'27" WEST, 68.92 FEET; THENCE NORTH 00°00'15" WEST, 22.02 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 165.50 FEET, WHOSE ARC LENGTH IS 55.03 FEET AND WHOSE CHORD BEARS NORTH 09°31'18" EAST, 54.78 FEET; THENCE ALONG A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 134.50 FEET, WHOSE ARC LENGTH IS 36.89 FEET AND WHOSE CHORD BEARS NORTH 11°11'23" EAST, 36.78 FEET; THENCE ALONG A CURVE, CONCAVE WESTERLY WHOSE RADIUS IS 27.00 FEET, WHOSE ARC LENGTH IS 5.47 FEET AND WHOSE CHORD BEARS NORTH 02°28'22" WEST 5.46 FEET; THENCE NORTH 89°45'36" WEST, 35.00 FEET; THENCE NORTH 00°14'24" EAST, 10.00 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, SOUTH 89°45'36" EAST, 49.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,438 S.F.).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Measured Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	62.86'	137.50'	26°11'31"	S13°16'55"W	62.31'
C2	69.45'	162.50'	24°29'09"	S14°00'27"W	68.92'
C3	55.03'	165.50'	19°03'07"	N09°31'18"E	54.78'
C4	36.89'	134.50'	15°42'57"	N11°11'23"E	36.78'
C5	5.47'	27.00'	11°36'32"	N02°28'22"W	5.46'

Record Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	62.66'	137.50'	26°12'43"	S13°04'36"W	62.12'
C2		162.50'			



335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Riordan Partners, L.L.C. (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 over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said 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 said described land to a satisfactory condition after construction and/or repair in satisfactory condition 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 said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 27th day of October, 2022.

RIORDAN PARTNERS, L.L.C.

Dennis Riordan
Signed

Dennis Riordan, President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 27 day of October, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Dennis Riordan, President

____ 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) Sean Devine (Sign in Ink)

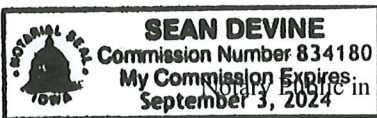
Sean Devine (Print Name)

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Dennis Riordan,
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)
Riordan Partners, L.L.C.



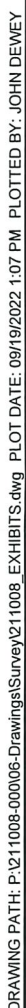
ACCEPTANCE BY CITY

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



**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Riordan Partners, L.L.C.
 2318 NW 75th Avenue
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$24,495.00, calculated as follows:

Fee Title:	1,438 SF x \$12.22 / SF =	\$17,575.00
Permanent Easement:	0 SF x \$12.22 / SF x 50% =	\$ 0.00
Temporary Easement:	13,093 SF x \$6.11 / SF x 8% x 1 yr =	\$ 6,420.00
Other Considerations:	Cost to Cure (1 Tree @ \$500.00) =	\$ 500.00
Total Compensation:	(Rounded Up)	\$24,495.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 27 day of October, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 27th day of October, 2022.

RIORDAN PARTNERS, L.L.C.

By: [Signature]
Title: President

By: _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

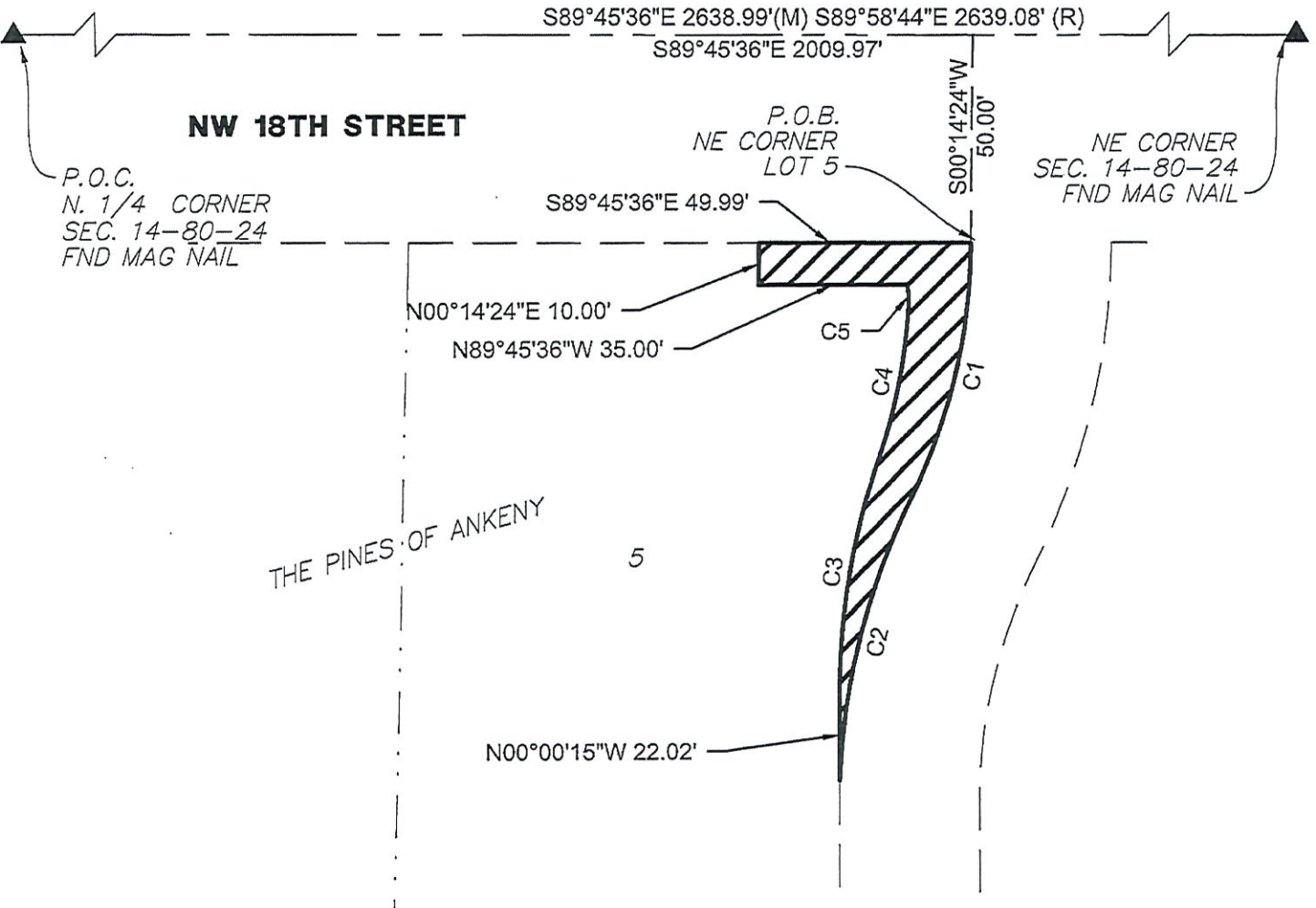
Attest: _____
Michelle Yuska, City Clerk

INDEX LEGEND

CITY: ANKENY
COUNTY: POLK
PROPERTY: LOT 5, THE PINES OF ANKENY
PROPRIETOR: RIORDAN PARTNERS LLC
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY
1360 NW 121ST STREET, STE A
CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-16

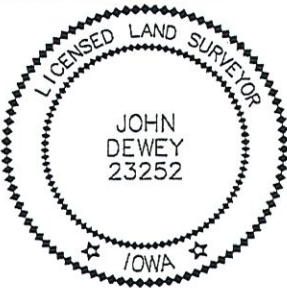
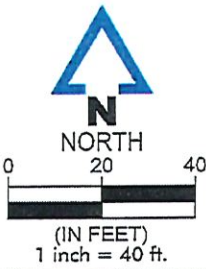


GENERAL LEGEND

—	ACQUISITION AREA
---	EXIST PROPERTY LINE
---	SECTION LINE
---	EXIST EASEMENT
MONUMENTS FOUND:	
▲	SECTION CORNER (TYPE AS NOTED)
●	1/2" REBAR W/ YPC #11804 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
○	1/2" REBAR W/ YPC #23252
FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



335 SE Orleber Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: JOHN DEWEY DATE: 9/19/22

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

ACQUISITION PLAT

PROPERTY DESCRIPTION:

A PART OF LOT 5, THE PINES OF ANKENY, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE SOUTH 89°45'36" EAST, 1976.97 FEET; THENCE SOUTH 00°14'24" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 5 AND ALONG A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 137.50 FEET, WHOSE ARC LENGTH IS 62.86 FEET AND WHOSE CHORD BEARS SOUTH 13°16'55" WEST, 62.31 FEET; THENCE CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 162.50 FEET, WHOSE ARC LENGTH IS 69.45 FEET AND WHOSE CHORD BEARS SOUTH 14°00'27" WEST, 68.92 FEET; THENCE NORTH 00°00'15" WEST, 22.02 FEET; THENCE ALONG A CURVE, CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 165.50 FEET, WHOSE ARC LENGTH IS 55.03 FEET AND WHOSE CHORD BEARS NORTH 09°31'18" EAST, 54.78 FEET; THENCE ALONG A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 134.50 FEET, WHOSE ARC LENGTH IS 36.89 FEET AND WHOSE CHORD BEARS NORTH 11°11'23" EAST, 36.78 FEET; THENCE ALONG A CURVE, CONCAVE WESTERLY WHOSE RADIUS IS 27.00 FEET, WHOSE ARC LENGTH IS 5.47 FEET AND WHOSE CHORD BEARS NORTH 02°28'22" WEST 5.46 FEET; THENCE NORTH 89°45'36" WEST, 35.00 FEET; THENCE NORTH 00°14'24" EAST, 10.00 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, SOUTH 89°45'36" EAST, 49.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,438 S.F.).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Measured Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	62.86'	137.50'	26°11'31"	S13°16'55"W	62.31'
C2	69.45'	162.50'	24°29'09"	S14°00'27"W	68.92'
C3	55.03'	165.50'	19°03'07"	N09°31'18"E	54.78'
C4	36.89'	134.50'	15°42'57"	N11°11'23"E	36.78'
C5	5.47'	27.00'	11°36'32"	N02°28'22"W	5.46'

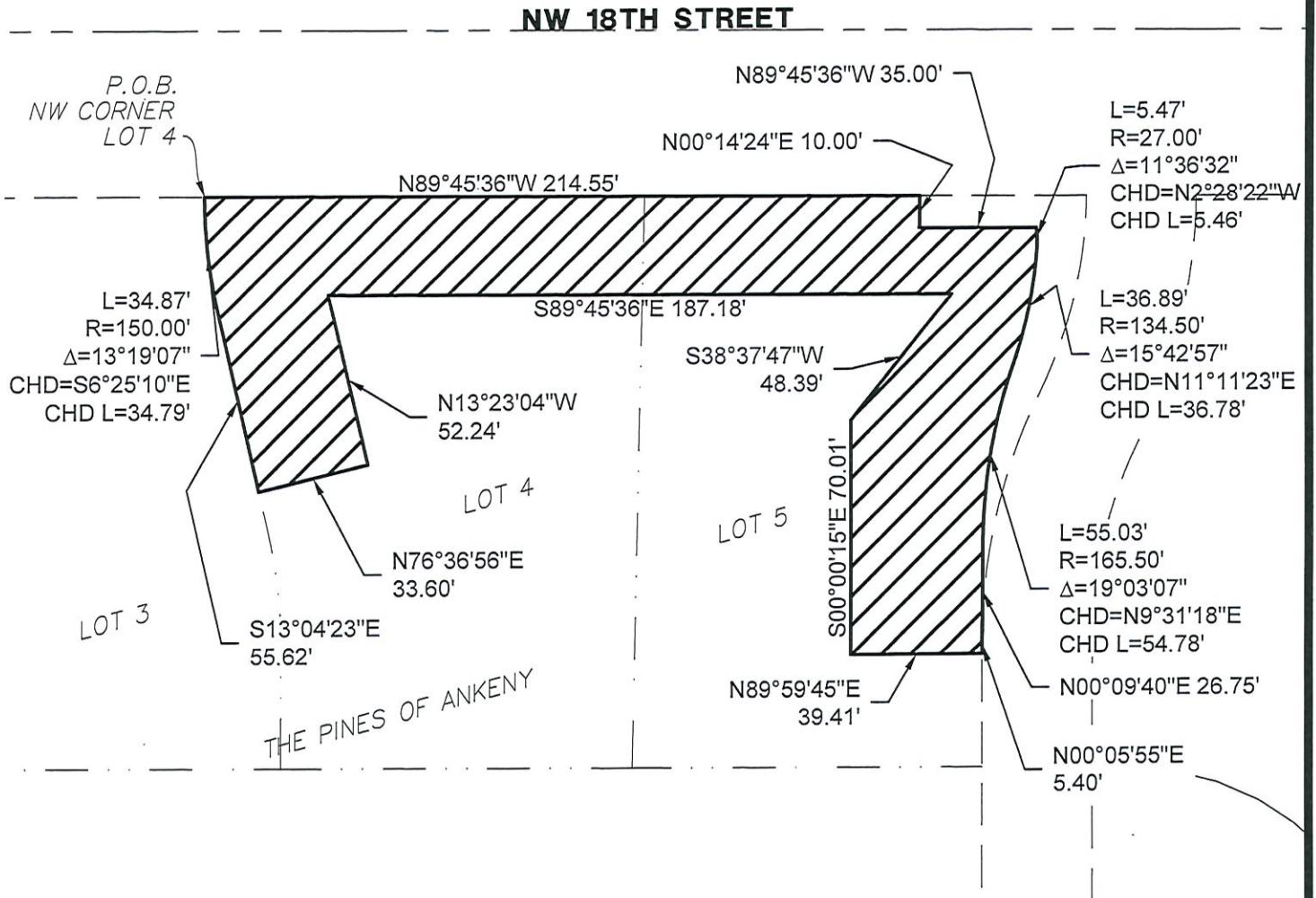
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C2		162.50'			



335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370

EASEMENT EXHIBIT

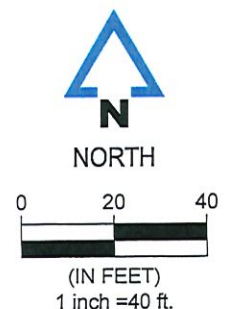
EXHIBIT TE-16



EASEMENT DESCRIPTION:

A PART OF LOT 4 AND LOT 5, THE PINES OF ANKENY, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4 AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 150.00 FEET, WHOSE ARC LENGTH IS 34.87 FEET AND WHOSE CHORD BEARS SOUTH 06°25'10" EAST, 34.79 FEET; THENCE SOUTH 13°04'23" EAST CONTINUING ALONG SAID EAST LINE, 55.62 FEET; THENCE NORTH 76°36'56" WEST, 33.60 FEET; THENCE NORTH 13°23'04" WEST, 52.24 FEET; THENCE SOUTH 89°45'36" EAST, 187.18 FEET; THENCE SOUTH 38°37'47" WEST, 48.39 FEET; THENCE SOUTH 00°00'15"E, 70.01 FEET; THENCE NORTH 89°59'45" EAST, 39.41 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 00°05'55" EAST, 5.40 FEET; THENCE NORTH 00°09'40" EAST, 26.75 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 165.50 FEET, WHOSE ARC LENGTH IS 55.03 FEET AND WHOSE CHORD BEARS NORTH 09°31'18" EAST, 54.78 FEET; THENCE ALONG A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 134.50 FEET, WHOSE ARC LENGTH IS 36.89 FEET AND WHOSE CHORD BEARS NORTH 11°11'23" EAST, 36.78 FEET; THENCE ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 27.00 FEET, WHOSE ARC LENGTH IS 5.47 FEET AND WHOSE CHORD BEARS NORTH 02°28'22" WEST, 5.46 FEET; THENCE NORTH 89°45'36" WEST, 35.00 FEET; THENCE NORTH 00°14'24" EAST, 10.00 TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG THE NORTH LINE OF SAID LOT 5 AND LOT 4, NORTH 89°45'36"W, 214.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES (13,093 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (William B. and Kirsten Goble)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from William B. and Kirsten Goble to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the temporary construction easement is \$300.00. The cost for the temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting temporary construction easement from William

B. and Kirsten Goble to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 610 NW 18TH STREET FOR THE
NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY
BOULEVARD PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by William B. Goble and Kirsten Goble at 610 NW 18th Street to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 William B. Goble and Kirsten Goble at 610 NW 18th 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 NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: William B. Goble and Kirsten Goble
610 NW 18th Street
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$300.00, calculated as follows:

Fee Title:	0 SF x \$2.13 / SF =	\$ 0.00
Permanent Easement:	0 SF x \$2.13 / SF x 50% =	\$ 0.00
Temporary Easement:	328 SF x \$2.13 / SF x 8% x 1 yr =	\$ 60.00
<u>Other Considerations:</u>	<u>Cost to Cure =</u>	<u>\$ 0.00</u>
Total Compensation:	(Rounded Up to \$300.00 minimum)	\$300.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 19 day of October, 20 22.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 19 day of October, 20 22.

By: William B. Goble
William B. Goble

By: Kirsten Goble
Kirsten Goble

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That William B. Goble and Kirsten Goble, 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 over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said 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 said described land to a satisfactory condition after construction and/or repair in satisfactory condition 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 said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 19 day of October, 2022.

William B. Goble
William B. Goble

Kirsten Goble
Kirsten Goble

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 19 day of October, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared William B. Goble and
Kirsten Goble

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.



Sean Devine (Sign in Ink)
Sean Devine (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)
William B. Goble and Kirsten Goble

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

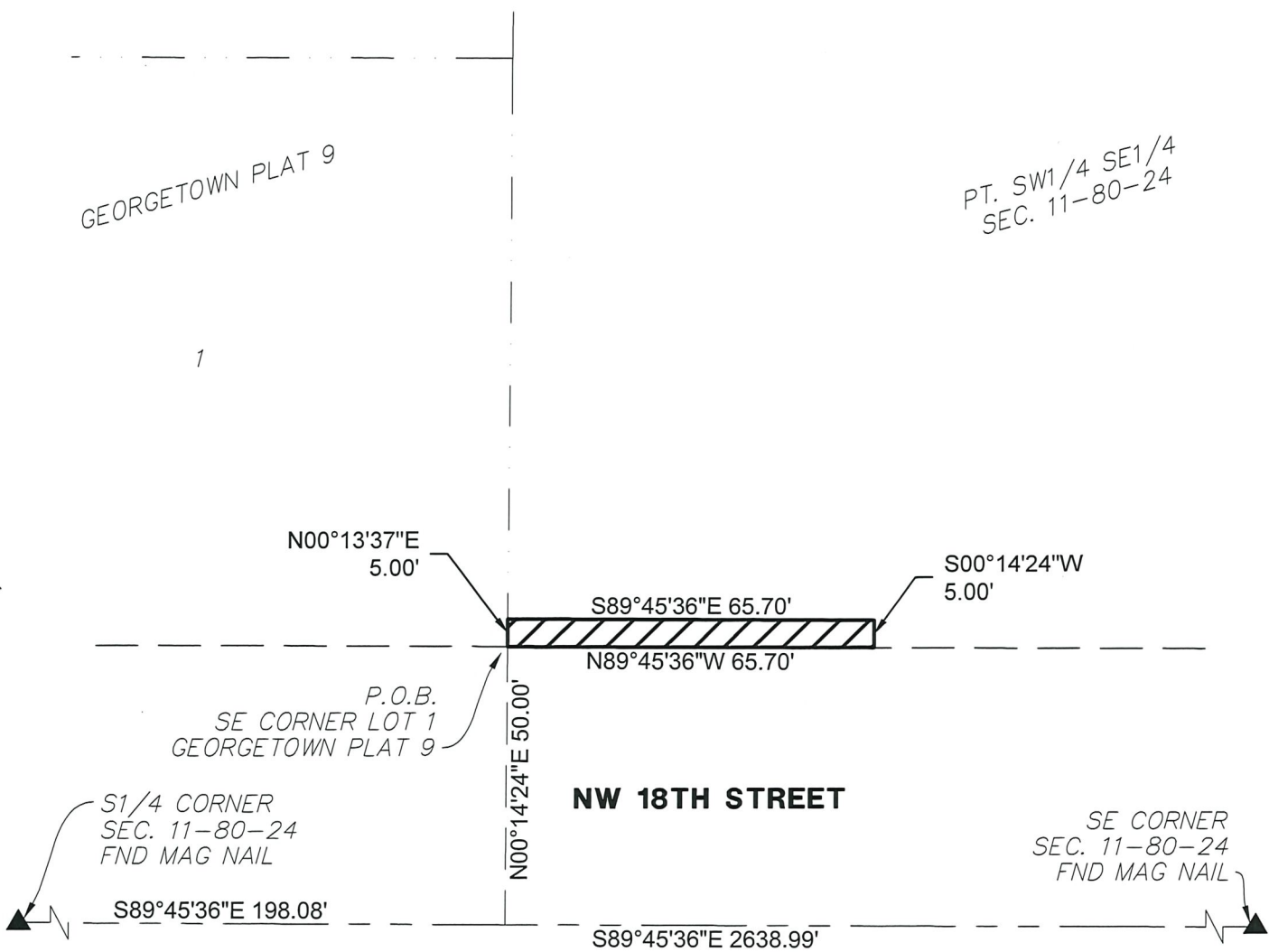
I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the
within and foregoing instrument was duly approved and accepted by the City Council of said
City by Resolution No. _____, passed on the _____ day of _____,
20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

EASEMENT EXHIBIT

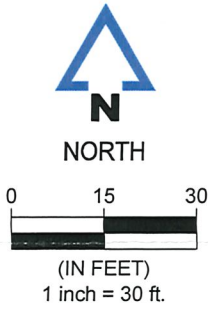
EXHIBIT TE-33



EASEMENT DESCRIPTION:

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, GEORGETOWN PLAT 9, AN OFFICIAL PLAT; THENCE NORTH 00°13'37" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°45'36" EAST, 65.70 FEET; THENCE SOUTH 00°14'24" WEST, 5.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NW 18TH STREET; THENCE NORTH 89°45'36" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 65.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 328 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008 EXHIBITS.dwg PLOT DATE: 09/19/2022 2:05 PM PLOTTED BY: JOHN DEWEY



McCLURE™

making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

COA: 7400
EXPIRES: JUNE 30, 2022

REVISIONS

•
•
•

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/13/2022

ENGINEER S.PORT	DRAWN BY J.DEWEY
SURVEYOR J.DEWEY	CREW CHIEF
SKETCH NO. TE-33	



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (James McNamara and Kelli Rae Powell)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from James McNamara and Kelli Rae Powell to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the temporary construction easement is \$5,325.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way and temporary construction easement from James McNamara and Kelli Rae Powell to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Warranty Deed
 Temporary Construction Easement
 Purchase Agreement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 1622 NW MAPLE PLACE FOR THE
NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY
BOULEVARD PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by James McNamara and Kelli Rae Powell at 1622 NW Maple Place to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 James McNamara and Kelli Rae Powell at 1622 NW Maple Place.

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 NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard 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 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, James McNamara and Kelli Rae Powell, 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:

A PART OF LOT 8, PARKVIEW CAMPUS PLAT 11, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00°12'43" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 29.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°12'43" EAST ALONG SAID WEST LINE, 79.74 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 89°45'36" EAST ALONG SAID NORTHERLY LINE, 3.81 FEET; THENCE SOUTH 00°16'24" WEST, 61.10 FEET; THENCE SOUTH 11°35'00" WEST, 19.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (266 S.F.).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

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.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 26th day of October, 2022.

[Signature]
Signed
James T. McNamara
Print Name and Title

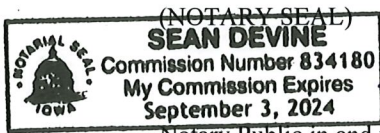
[Signature]
Signed
KELLI RAE POWELL
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 26 day of October, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared James McNamara and
Kelli Rae Powell

 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.



[Signature] (Sign in Ink)
Sean Devine (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)
James McNamara
Kelli Rae Powell

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
PROPERTY: LOT 8, PARKVIEW CAMPUS PLAT 11
PROPRIETOR: JAMES MCNAMARA & KELLI R. POWELL
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-02

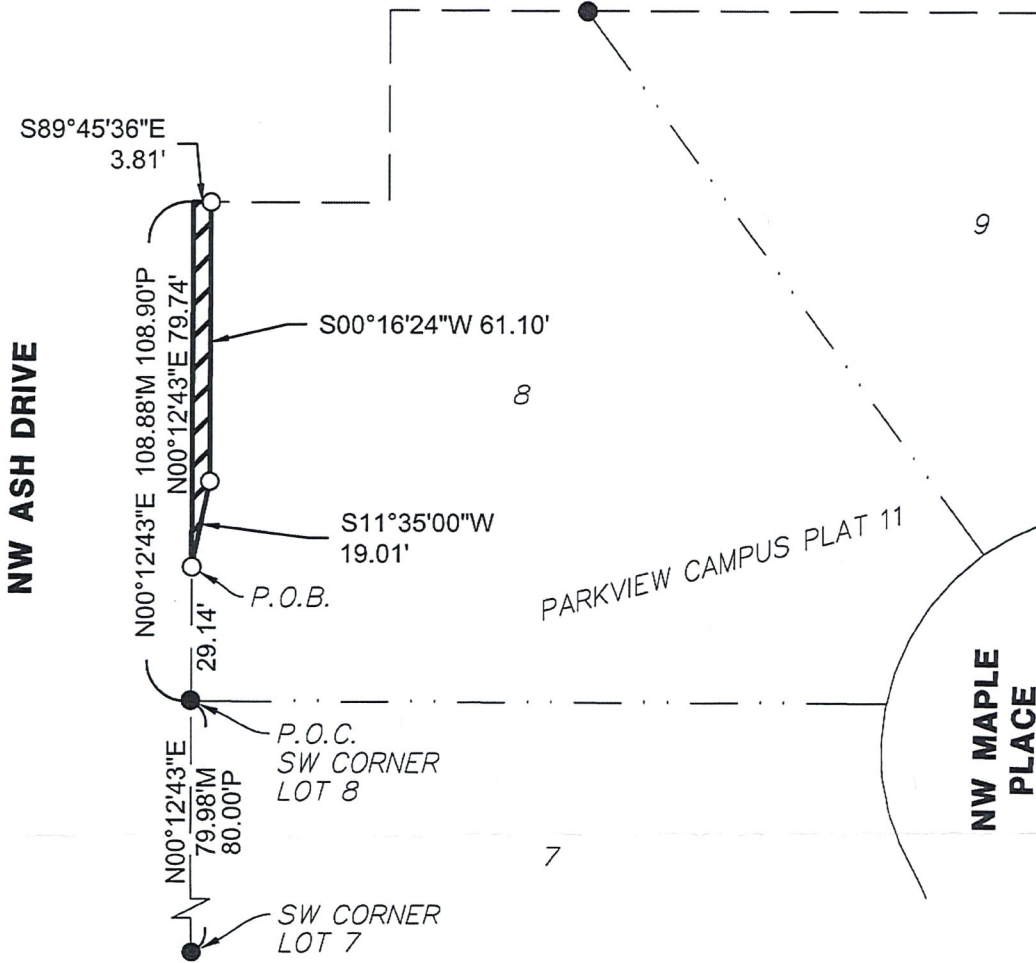
PROPERTY DESCRIPTION:

A PART OF LOT 8, PARKVIEW CAMPUS PLAT 11, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00°12'43" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 29.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°12'43" EAST ALONG SAID WEST LINE, 79.74 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 89°45'36" EAST ALONG SAID NORTHERLY LINE, 3.81 FEET; THENCE SOUTH 00°16'24" WEST, 61.10 FEET; THENCE SOUTH 11°35'00" WEST, 19.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (266 S.F.).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NW 18TH STREET



GENERAL LEGEND	
	ACQUISITION AREA
	EXIST PROPERTY LINE
	SECTION LINE
	EXIST EASEMENT
MONUMENTS FOUND:	
	SECTION CORNER (TYPE AS NOTED)
	1/2" REBAR W/ YPC #11804 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
	1/2" REBAR W/ YPC #23252
FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

making lives better.

335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370

NORTH

0 20 40

(IN FEET)

1 inch = 40 ft.

LICENSED LAND SURVEYOR

JOHN DEWEY

23252

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE:

DATE: 9/14/22

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

SHEET:01/01

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That James McNamara and Kelli Rae Powell, 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 over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said 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 said described land to a satisfactory condition after construction and/or repair in satisfactory condition 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 said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 20th day of October, 2022.

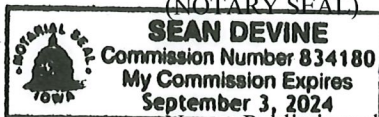
[Signature]
James McNamara

[Signature]
Kelli Rae Powell

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 26 day of October, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared James McNamara and
Kelli Rae Powell
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)
Sean Devine (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)
James McNamara and Kelli Rae Powell

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.

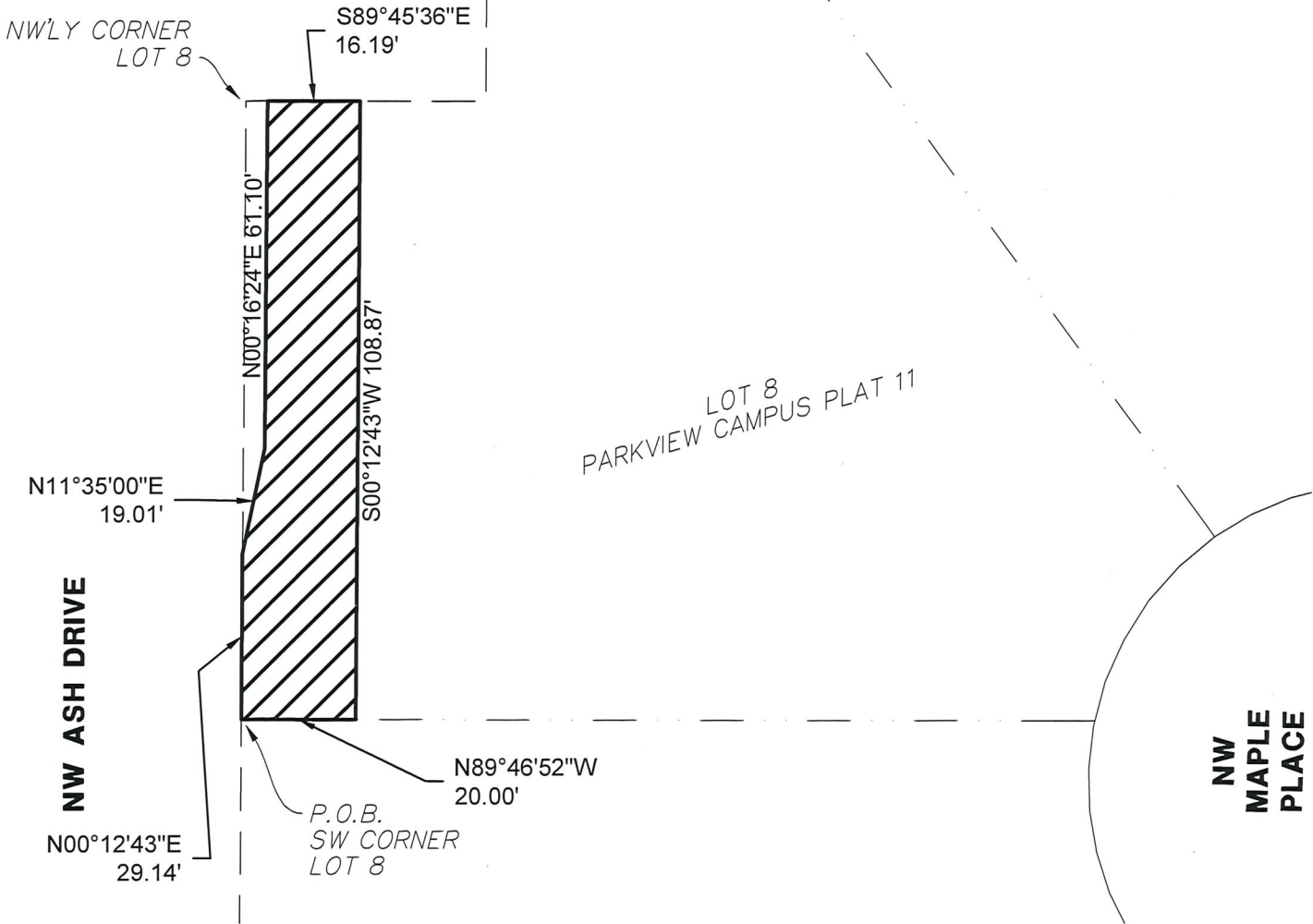
Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

EASEMENT EXHIBIT

EXHIBIT TE-02

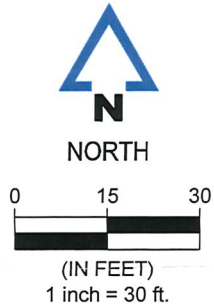
NW 18TH STREET



EASEMENT DESCRIPTION:

A PART OF LOT 8, PARKVIEW CAMPUS PLAT 11, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 01°12'43" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 29.14 FEET; THENCE NORTH 11°35'00" EAST, 19.01 FEET; THENCE NORTH 00°16'24" EAST, 61.10 FEET TO A NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 89°45'36" EAST ALONG SAID NORTHERLY LINE, 16.19 FEET; THENCE SOUTH 00°12'43" WEST, 108.87 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 89°46'52" WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,912 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
.
.
.

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/21/2022

ENGINEER S.PORT	DRAWN BY S. KAISER
SURVEYOR J.DEWEY	CREW CHIEF
SKETCH NO. TE-02	

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008-EXHIBITS.dwg PLOT DATE: 09/19/2022 2:12 PM PLOTTED BY: JOHN DEWEY

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: James McNamara and Kelli Rae Powell
1622 NW Maple Place
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$5,325.00, calculated as follows:

Fee Title:	266 SF x \$5.25 / SF =	\$1,400.00
Permanent Easement:	0 SF x \$5.25 / SF x 50% =	\$ 00.00
Temporary Easement:	1,912 SF x \$5.25 / SF x 8% x 1 yr =	\$ 805.00
Other Considerations:	Cost to Cure (125' fence with gate) =	\$3,120.00
Total Compensation:	(Rounded Up)	\$5,325.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

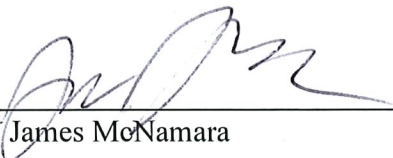
3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 26 day of October, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 26 day of October, 2022.

By: 
James McNamara

By: 
Kelli Rae Powell

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PROPERTY: LOT 8, PARKVIEW CAMPUS PLAT 11
PROPRIETOR: JAMES MCNAMARA & KELLI R. POWELL
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-02

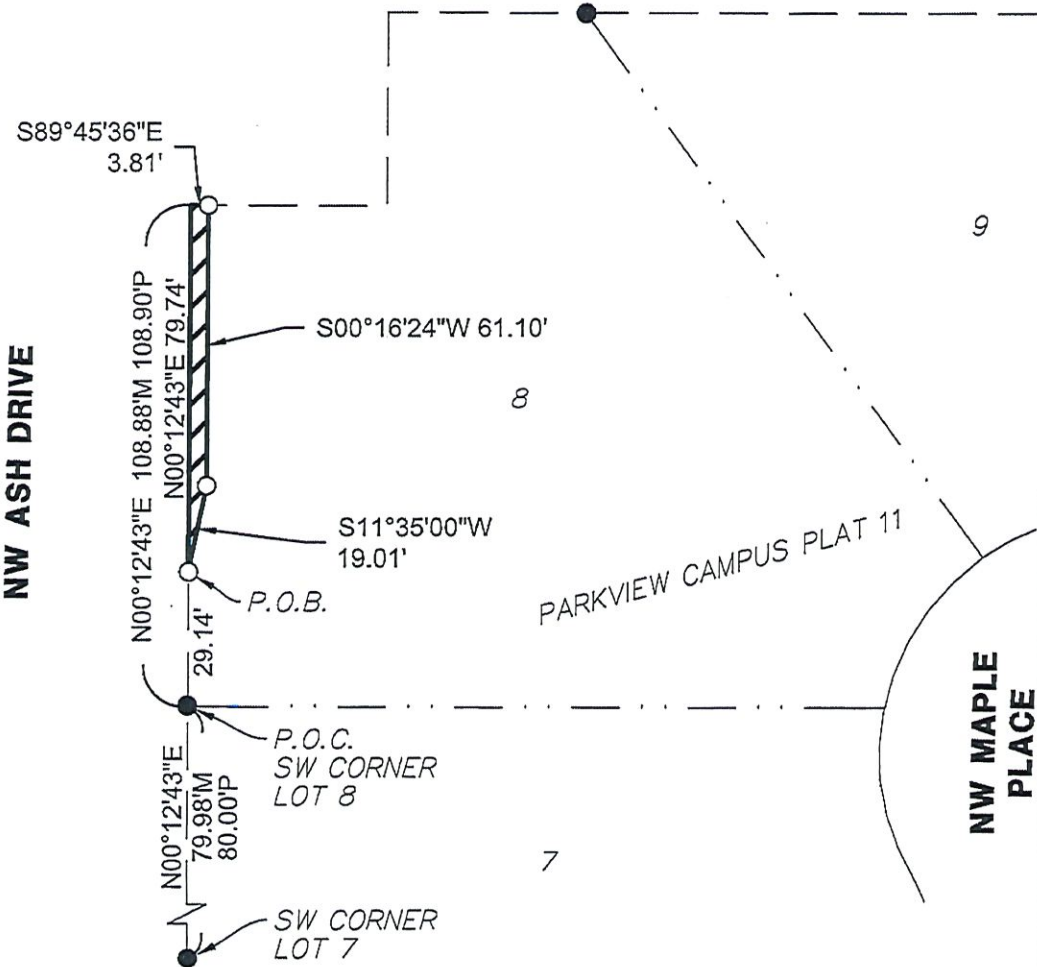
PROPERTY DESCRIPTION:

A PART OF LOT 8, PARKVIEW CAMPUS PLAT 11, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00°12'43" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 29.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°12'43" EAST ALONG SAID WEST LINE, 79.74 FEET TO THE NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 89°45'36" EAST ALONG SAID NORTHERLY LINE, 3.81 FEET; THENCE SOUTH 00°16'24" WEST, 61.10 FEET; THENCE SOUTH 11°35'00" WEST, 19.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (266 S.F.).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NW 18TH STREET

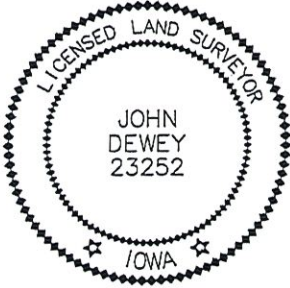
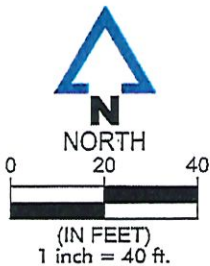


GENERAL LEGEND

- ACQUISITION AREA
- EXIST PROPERTY LINE
- SECTION LINE
- EXIST EASEMENT
- MONUMENTS FOUND:
 - SECTION CORNER (TYPE AS NOTED)
 - 1/2" REBAR W/ YPC #11804 (UNLESS NOTED OTHERWISE)
- MONUMENTS SET:
 - 1/2" REBAR W/ YPC #23252
- FND FOUND
- BK, PG BOOK AND PAGE
- (M), (R) MEASURED, RECORDED
- R.O.W. RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: JOHN DEWEY

DATE: 9/19/22

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

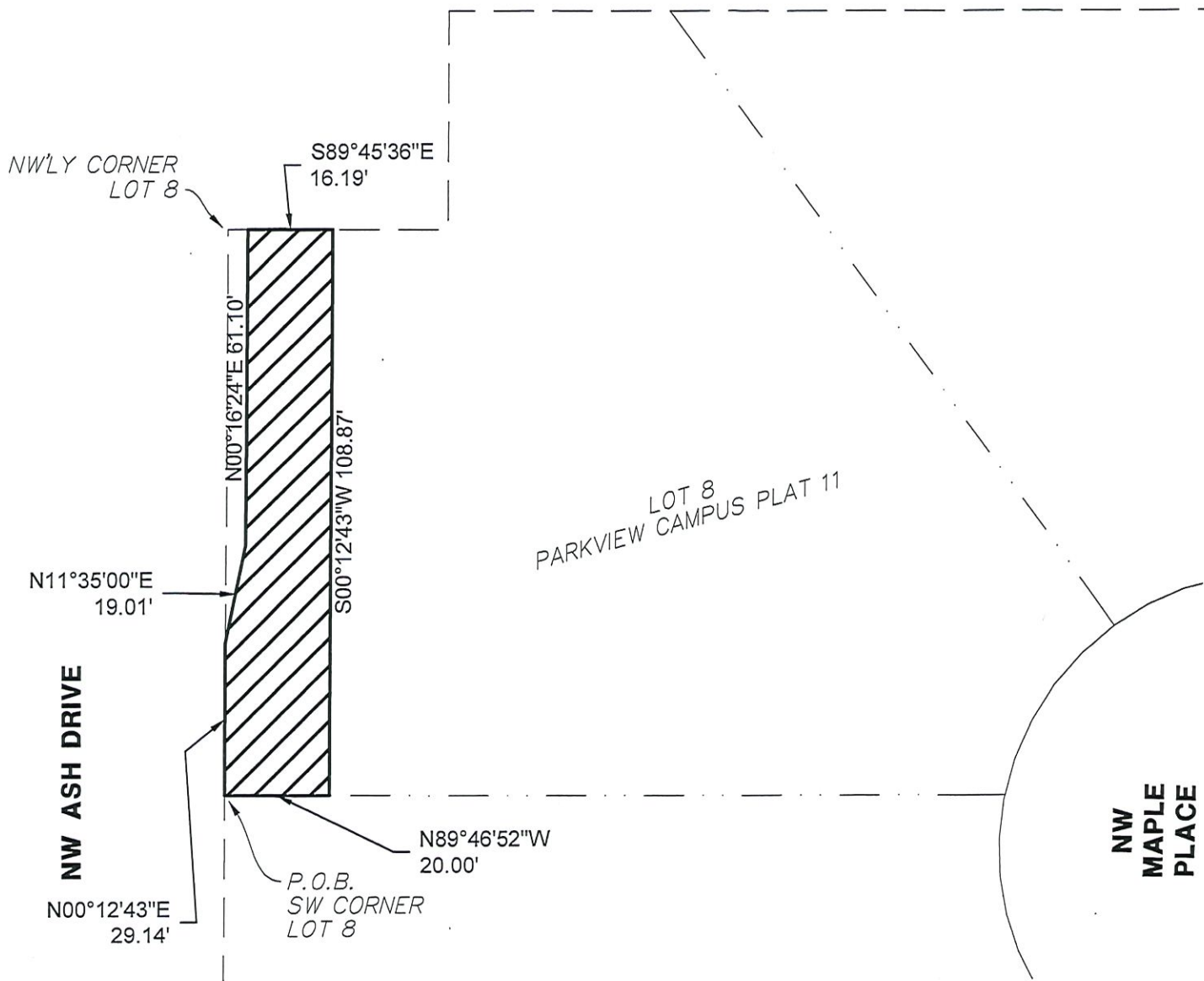
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

EASEMENT EXHIBIT

EXHIBIT TE-02

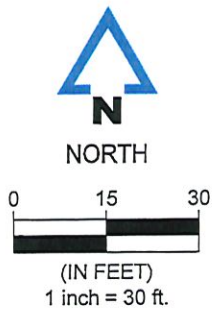
NW 18TH STREET



EASEMENT DESCRIPTION:

A PART OF LOT 8, PARKVIEW CAMPUS PLAT 11, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 01°12'43" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 29.14 FEET; THENCE NORTH 11°35'00" EAST, 19.01 FEET; THENCE NORTH 00°16'24" EAST, 61.10 FEET TO A NORTHERLY LINE OF SAID LOT 8; THENCE SOUTH 89°45'36" EAST ALONG SAID NORTHERLY LINE, 16.19 FEET; THENCE SOUTH 00°12'43" WEST, 108.87 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 89°46'52" WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,912 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

DRAWING PATH: P:\211008-000106-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 2:12 PM PLOTTED BY: JOHN DEWEY



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
.
.
.

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/21/2022

ENGINEER S.PORT	DRAWN BY S. KAISER
SURVEYOR J.DEWEY	CREW CHIEF
SKETCH NO. TE-02	



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer easement and temporary construction easement for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa. (Community State Bank NA)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent storm sewer easement and temporary construction easement from Community State Bank NA to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

FISCAL IMPACT: **No**

The total compensation for the permanent storm sewer easement and temporary construction easement is \$26,065.00. The cost for the permanent storm sewer easement and temporary construction easement is part of the project costs for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project included in the current Capital

Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting permanent storm sewer easement and temporary construction easement from Community State Bank NA to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

June 10, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on June 21, 2022.

June 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Permanent Storm Sewer Easement
 Temporary Construction Easement
 Purchase Agreement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
PERMANENT STORM SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
AT 1640 SW WHITEBIRCH CIRCLE FOR THE
ORALABOR GATEWAY TRAIL-SW STATE STREET GRADE SEPARATED
CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY
IMPROVEMENTS PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that permanent storm sewer easement and temporary construction easement be granted by Community State Bank, NA at 1640 SW Whitebirch Circle to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent storm sewer easement and temporary construction easement necessary for the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements 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 easement and temporary construction easement from Community State Bank, NA at 1640 SW Whitebirch Circle.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Storm Sewer Easement, and Temporary Construction Easement for the completion of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements 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 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT STORM SEWER EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Community State Bank, NA, 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:

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 25th day of October, 2022.
Community State Bank, NA

Signed

Print Name and Title

Signed

Print Name and Title

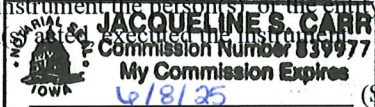
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 25th day of October, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Kurt Gibson

☒ 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)



(Sign in Ink)

Jacqueline Carr (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s) Kurt Gibson - 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)

Kurt Gibson - President

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

PERMANENT EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

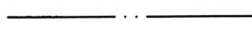
PROPRIETOR

COMMUNITY STATE BANK NA
817 N ANKENY BLVD
ANKENY, IA 50023-1768

LEGEND



SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE



NORTH



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 5, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

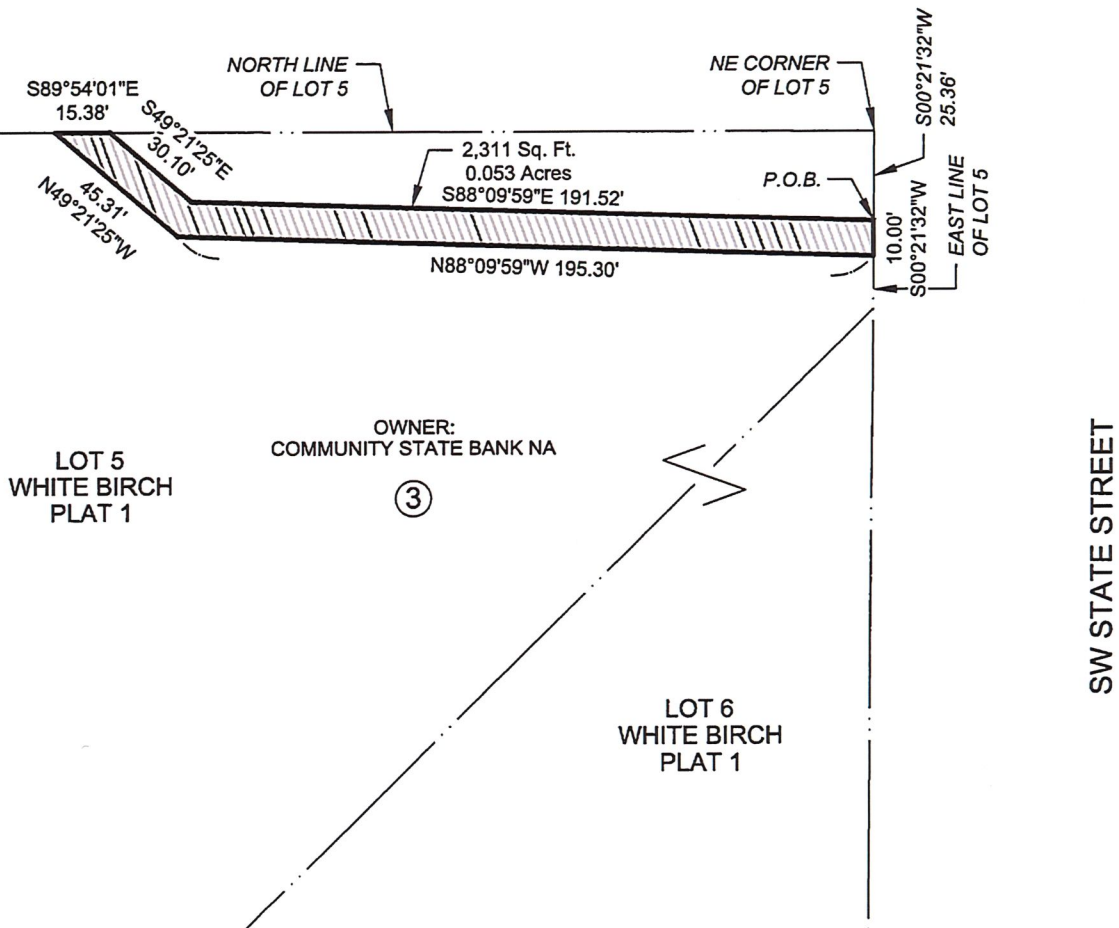
DESCRIPTION OF PERMANENT EASEMENT AREA

THAT PART OF LOT 5, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 25.36 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 195.30 FEET; THENCE NORTH 49 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 45.31 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, A DISTANCE OF 15.38 FEET; THENCE SOUTH 49 DEGREES 21 MINUTES 25 SECONDS EAST, A DISTANCE OF 30.10 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 191.52 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.053 ACRES (2,311 SQ. FT.) MORE OR LESS.

SW ORALABOR ROAD



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:
INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS
LOCATION:
SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA

NAI No.: 21270	DRAWN BY: TJH	DWG No.: 1/1
DATE: 06/24/22	CHECKED BY: JHP	SHEET TITLE: 03-PE

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Community State Bank, NA, (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:

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:

Oralabor Gateway Trail and SW Oralabor Road/SW State Street Intersection Safety Improvements

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said 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 said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

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 October, 2022.

Community State Bank, NA

Signed _____

Kurt Gibson President / CEO
Print Name and Title

Signed

Print Name and Title

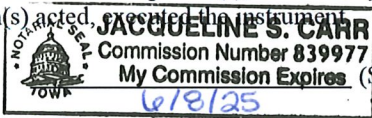
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 25th day of October, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Kurt Gibson

✓ 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)



(Sign in Ink)

Jacqueline Carr (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(s)

East Gibran - 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)

Kurt Gibson - President

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

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

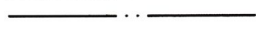
PROPRIETOR

COMMUNITY STATE BANK NA
817 N ANKENY BLVD
ANKENY, IA 50023-1768

LEGEND



SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE



NORTH



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

LOTS 5 AND 6, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF LOT 5, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

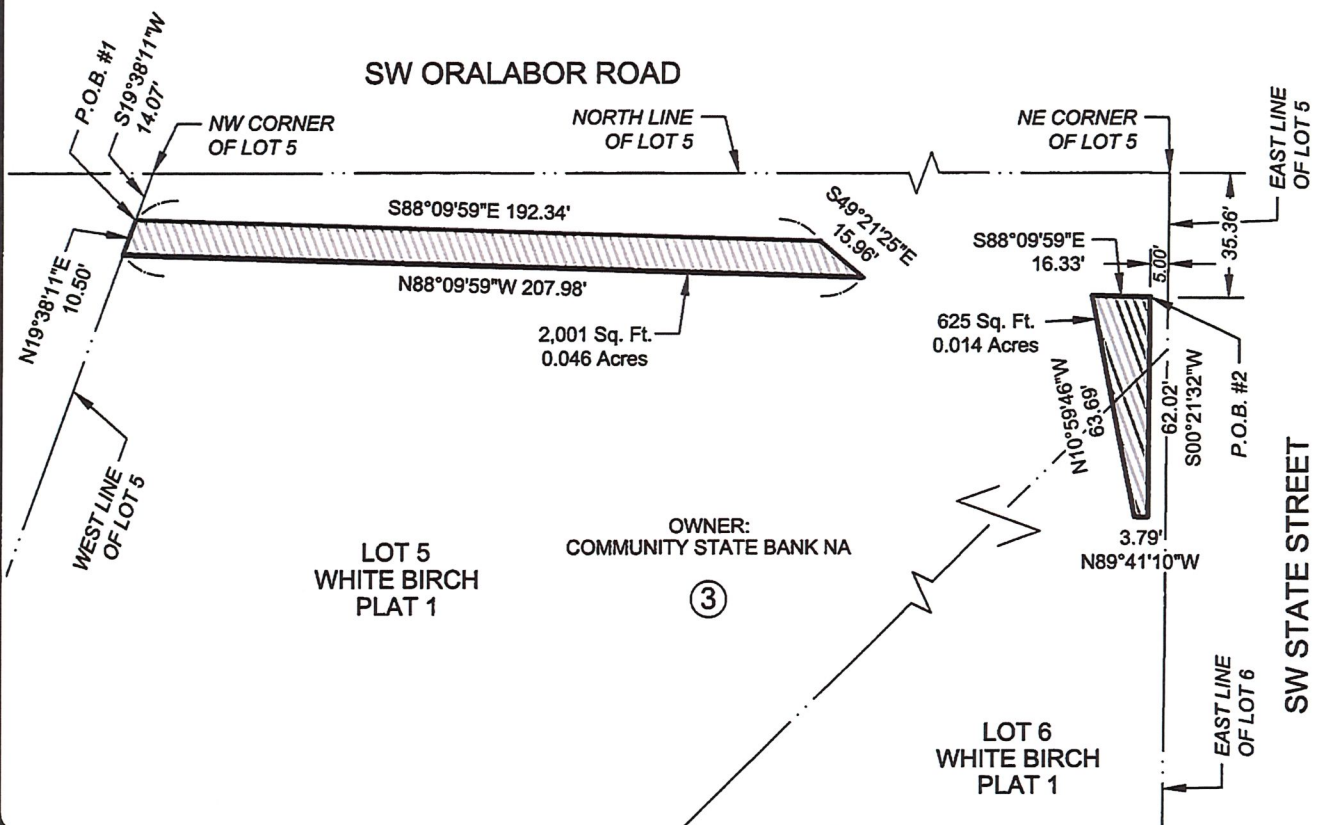
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 19 DEGREES 38 MINUTES 11 SECONDS WEST, A DISTANCE OF 14.07 FEET, TO THE POINT OF BEGINNING #1; THENCE SOUTH 88 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 192.34 FEET; THENCE SOUTH 49 DEGREES 21 MINUTES 25 SECONDS EAST, A DISTANCE OF 15.96 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 207.98 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 11 SECONDS EAST, A DISTANCE OF 10.50 FEET, TO THE POINT OF BEGINNING #1.

AND

THOSE PARTS OF LOTS 5 AND 6, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, POINT OF BEGINNING #2, WHICH LIES 35.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5 AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 3.79 FEET; THENCE NORTH 10 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 63.69 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 16.33 FEET, TO THE POINT OF BEGINNING #2.

CONTAINING 0.060 ACRES (2,626 SQ. FT.) MORE OR LESS.



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:
INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS
LOCATION:
SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA

NAI No.:
21270
DATE:
06/24/22

DRAWN BY:
TJH
CHECKED BY:
JHP

DWG No.:
1/1
SHEET TITLE:
03-TE

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Community State Bank, NA
 817 N. Ankeny BLVD
 Ankeny, IA 50023-1768

1. Property Description. The City of Ankeny, Iowa, intends to acquire permanent and temporary easements on the property owned by you situated in Ankeny, Iowa, and legally described on the attached permanent and temporary easement exhibits, and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$26,065.00, calculated as follows:

Fee Title:	0 SF x \$15.00/SF =	\$ 0.00
Permanent Easement:	2,311 SF x \$15.00/SF x 50% =	\$17,335.00
Temporary Easement:	2,626 SF x \$15.00/SF x 8% x 1.5 years =	\$ 4,730.00
<u>Other Considerations:</u>	<u>Sprinkler System Rebuild Estimate</u>	<u>\$ 4,000.00</u>
Total Compensation:	(Rounded Up)	\$26,065.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the Oralabor Gateway Trail and SW Oralabor Road/SW State Street Intersection Safety Improvement project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.
10. Renegotiation of Damages. The City of Ankeny hereby gives notice of the Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.

Dated at Ankeny, Iowa, this 1st day of NOVEMBER, 20 22.

REPRESENTING THE CITY OF ANKENY, IOWA

By: [Signature]
Brandon Noling, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 25th day of October, 20 22.

COMMUNITY STATE BANK, NA

By: [Signature]
Kurt Gibson

Title: President / CEO

By: _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

PERMANENT EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

COMMUNITY STATE BANK NA
817 N ANKENY BLVD
ANKENY, IA 50023-1768

LEGEND



SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE



NORTH



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 5, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

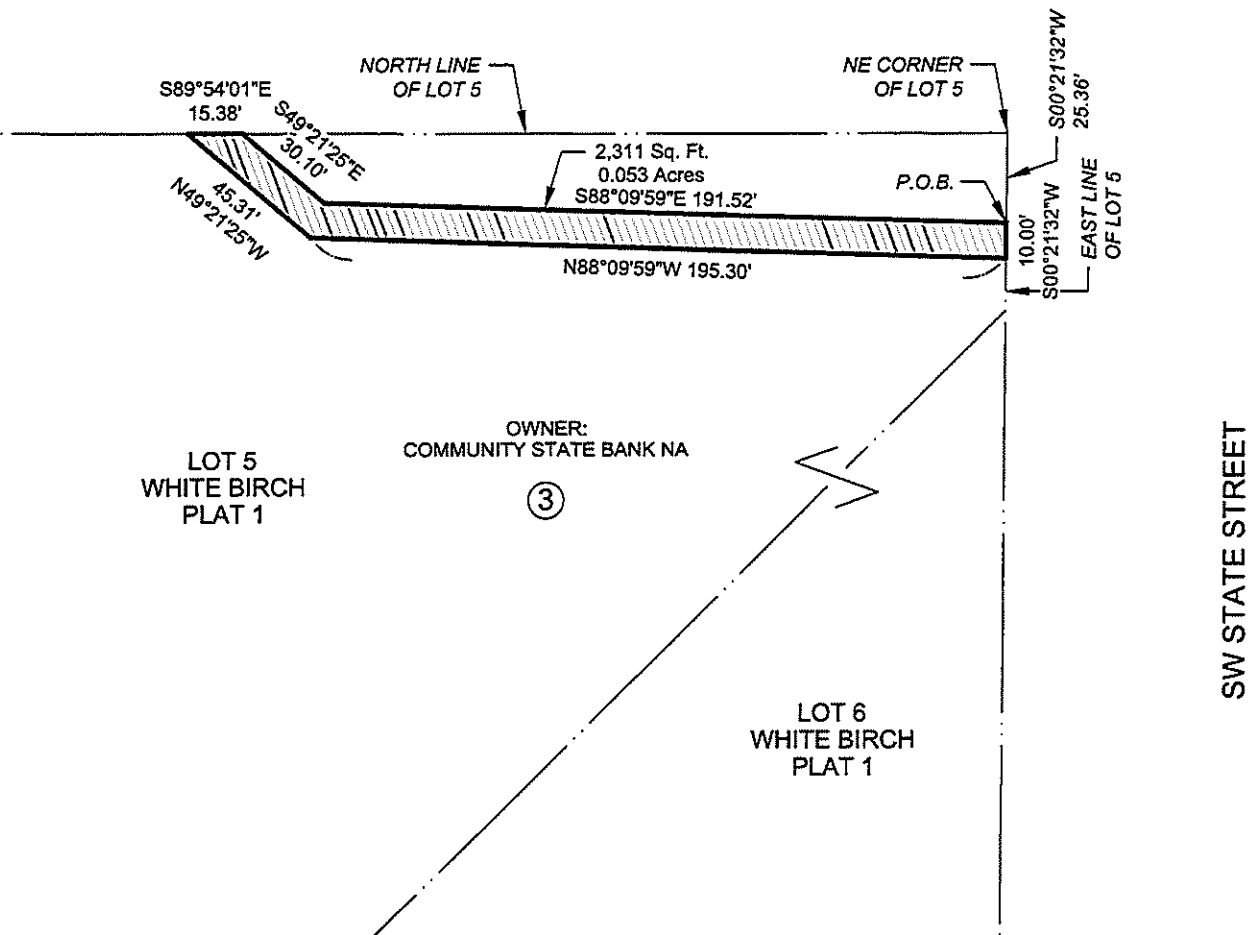
DESCRIPTION OF PERMANENT EASEMENT AREA

THAT PART OF LOT 5, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 25.36 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 195.30 FEET; THENCE NORTH 49 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 45.31 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, A DISTANCE OF 15.38 FEET; THENCE SOUTH 49 DEGREES 21 MINUTES 25 SECONDS EAST, A DISTANCE OF 30.10 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 191.52 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.053 ACRES (2,311 SQ. FT.) MORE OR LESS.

SW ORALABOR ROAD



SW STATE STREET

LOT 5
WHITE BIRCH
PLAT 1

OWNER:
COMMUNITY STATE BANK NA

③

LOT 6
WHITE BIRCH
PLAT 1



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS
LOCATION:
SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA

NAI No.:
21270
DATE:
06/24/22

DRAWN BY:
TJH
CHECKED BY:
JHP

DWG No.:
1/1
SHEET TITLE:
03-PE

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

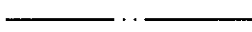
PROPRIETOR

COMMUNITY STATE BANK NA
817 N ANKENY BLVD
ANKENY, IA 50023-1768

LEGEND



SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE



NORTH



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

LOTS 5 AND 6, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF LOT 5, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

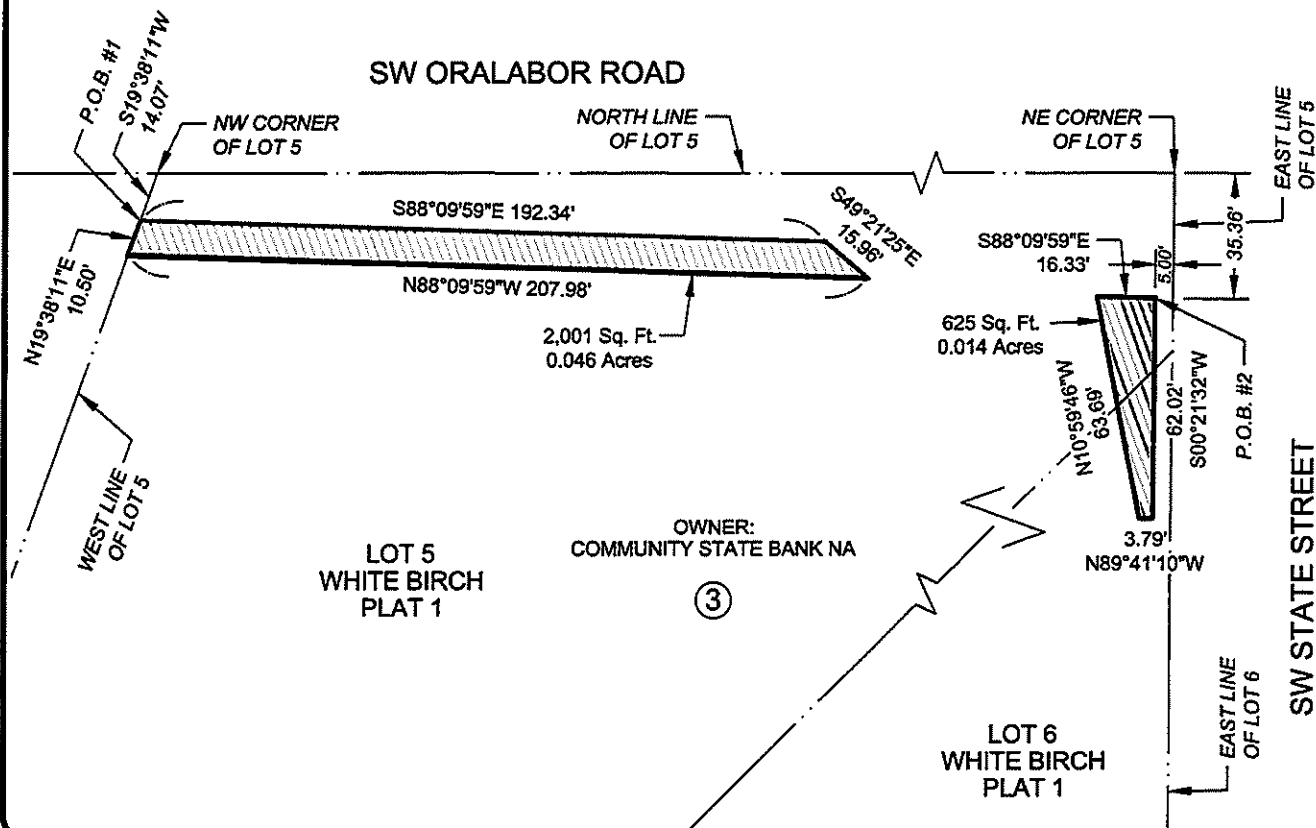
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 19 DEGREES 38 MINUTES 11 SECONDS WEST, A DISTANCE OF 14.07 FEET, TO THE POINT OF BEGINNING #1; THENCE SOUTH 88 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 192.34 FEET; THENCE SOUTH 49 DEGREES 21 MINUTES 25 SECONDS EAST, A DISTANCE OF 15.96 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 207.98 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 11 SECONDS EAST, A DISTANCE OF 10.50 FEET, TO THE POINT OF BEGINNING #1.

AND

THOSE PARTS OF LOTS 5 AND 6, WHITE BIRCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, POINT OF BEGINNING #2, WHICH LIES 35.36 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5 AND 5 FEET WEST OF THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 3.79 FEET; THENCE NORTH 10 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 63.69 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 16.33 FEET, TO THE POINT OF BEGINNING #2.

CONTAINING 0.060 ACRES (2,626 SQ. FT.) MORE OR LESS.



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:
INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS
LOCATION:
SW ORALAROAD / SW STATE STREET | ANKENY, IOWA

NAI No.: 21270	DRAWN BY: TJH	DWG No.: 1/1
DATE: 06/24/22	CHECKED BY: JHP	SHEET TITLE: 03-TE



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the execution of a Cooperative Agreement For Primary Road Project funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

The Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project will address safety and operational issues at the SW State Street/SW Oralabor Road intersection by providing a right-turn lane, two thru-lanes, and dual left-turn lanes at all of the approaches, and constructing a tunnel under SW State Street to improve traffic safety and operations for vehicles, bicyclists, and pedestrians. The City was able to secure 3R funding up to a maximum amount of \$775,000 of eligible construction costs.

To facilitate using the 3R funding, the Iowa DOT has submitted a Cooperative Agreement For Primary Road Project agreement which stipulates the cost sharing and eligible costs for the project. It is recommended that the Council approve the agreement at this time, so the project schedule can be

maintained. The project is currently in the final design phase.

FISCAL IMPACT: No

This project is included in the City of Ankeny's current Capital Improvements Program with design in 2022 and construction in 2023 and 2024. The \$775,000 of 3R funding will be used for construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to authorize the execution of a Cooperative Agreement For Primary Road Project for 3R funding between the Iowa DOT and the City of Ankeny for the sharing of project costs for the proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Funding Agreement

RESOLUTION 2022-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR PRIMARY ROAD PROJECT FOR 3R FUNDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE PROPOSED ORALABOR GATEWAY TRAIL-SW STATE STREET GRADE SEPARATED CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY IMPROVEMENTS PROJECT

WHEREAS, City of Ankeny staff applied to the Iowa Department of Transportation (DOT) for 3R funding to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. The DOT subsequently approved the City's application up to a maximum amount of \$775,000 of eligible construction costs, and

WHEREAS, the City deems it to be in the best interest of the residents of the City to enter into a Cooperative Agreement For Primary Road Project agreement with the Iowa Department of Transportation for the sharing of project costs for said Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

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 the Iowa Department of Transportation for 3R funding.

DATED at the City of Ankeny, Iowa, this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project**

County	Polk
City	Ankeny
Project No.	NHSN-415-1(078)--2R-77
	NHSN-415-1(080)--2R-77
Iowa DOT	
Agreement No.	2022-16-136
Staff Action No.	

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, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to establish or make improvements to Iowa 415 within Polk County, Iowa; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; 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 LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be Allison Smyth, P.E., District 1 Assistant District Engineer. The LPA's contact person shall be Jim Haberichter, P.E., Civil Engineer II, City of Ankeny.
- c. The LPA shall be responsible for the development and completion of the following described primary highway project:

Portland Cement Concrete (PCC) paving and replacement on Iowa 415/Iowa 160 (southwest Oralabor Road) with intersection improvements at southwest State Street and Iowa 415/Iowa 160 (southwest Oralabor Road). Updated signals will be installed, and new pavement will be placed over a pedestrian underpass. See Exhibit A for location.

- d. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - i. Southwest Oralabor Road and Southwest State Street intersection will be reconstructed to provide a right-turn lane, two thru-lanes and dual left-turn lanes at all approaches.

2. Project Costs

- a. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.

- b. The DOT shall contribute an estimated \$ 775,000 toward the project costs from 3R funds. See Exhibits B and C.

3. Environmental, Right-of-Way, Permits and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The LPA shall obtain all project permits and / or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, or other State or Federal agencies as may be required.
- c. If right-of-way is required for the project, the LPA shall acquire the necessary right-of-way in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. The LPA shall submit preliminary right-of-way plans to the DOT's Office of Right-of-way for review and approval prior to the commencement of any acquisition.
- d. Additionally, the portions right-of-way acquired for improvements to the Primary Road System shall be acquired in the name of the State of Iowa. The LPA will properly close the sale of each parcel and shall furnish the DOT copies of all completed contracts, deeds, conveyances and condemnation documents (for state right of way).
- e. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right-of-way.
- f. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.
- g. 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.

4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.

- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- c. All proposed highway or street improvements shall be designed using good engineering judgment and the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets", (latest edition).
- d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

5. Bid Letting

- a. The LPA shall submit the plans, specifications, and all other contract documents for review and approval prior to letting by the LPA. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. The DOT shall review said submittal(s) recognizing the LPA's development schedule and shall, after satisfactory review, authorize in writing the LPA to proceed with implementation of the project.
- b. For portions of the project let to bid, the LPA shall conduct the project bid letting in compliance with applicable laws, ordinances, and administrative rules. The LPA shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The LPA shall provide the DOT file copies of project letting documents within five (5) days after letting.
- c. The LPA shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The LPA shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The LPA shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- d. The LPA shall be the contracting authority.

6. Construction & Maintenance

- a. The LPA shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.
- c. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- 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 (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

- e. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The LPA shall construct traffic signal installations all at no cost to the DOT. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.
- f. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- g. After the project construction is complete and prior to final acceptance of the project by the DOT, the LPA shall furnish three sets of "as-built" plans to the DOT's contact person.
- h. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

- a. Iowa 415 through-traffic will be maintained during the construction.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as per 761 Iowa Administrative Code, Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

8. Payments and Reimbursements

- a. The LPA shall be responsible for making initial payments to the consultant(s) and contractor(s) for all project costs incurred in the development and construction of the project. After payments have been made, the LPA may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a Professional Engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been paid in full and completed in substantial compliance with the terms of this agreement.
- b. The DOT shall reimburse the LPA for properly documented and certified claims for eligible project activity costs. The DOT may withhold up to 5% of the Federal and / or State share of construction costs, either by state warrant or by crediting other accounts from which payment may have been initially made. If upon final audit, the DOT determines the LPA has been overpaid, the LPA shall reimburse the overpaid amount to the DOT. After the final audit or review is complete and after the LPA has provided all required paperwork, the DOT will release the Federal or State funds withheld.
- c. Upon completion of the project, a Professional Engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of State and / or Federal funds shall be made only after the DOT accepts the project as complete.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide

copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.

- b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- d. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- e. This agreement is not assignable without the prior written consent of the DOT.
- f. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- g. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- h. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- i. 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 will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

February 2017

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-16-136 as of the date shown opposite its signature below.

CITY OF ANKENY:

By: _____ Date November 21, 2022.

Title: Mayor

I, Michelle Yuska, certify that I am the Clerk of the City, and that Mark E. Holm, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the day of November 21, 2022.

Signed: _____

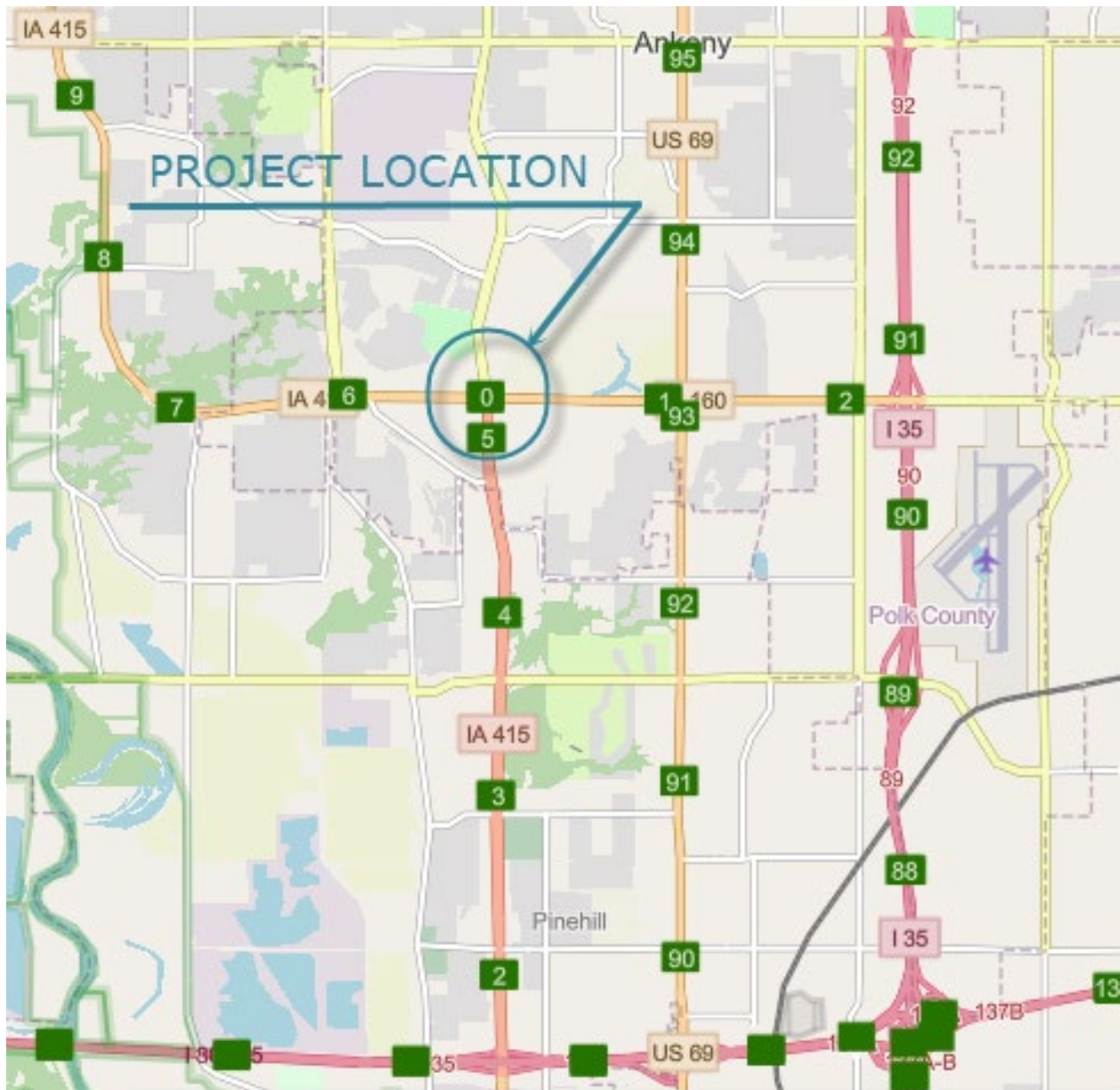
City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.

Tony Gustafson, P.E.
District Engineer
District 1

County : Polk
Project Code : 22-77-415-020
Phase Number : NHSN-415-1(078)--2R-77
Location : SW State St and Oralabor Rd Intersection in Ankeny
Project Directory : 7741502022



Oralabor Gateway Trail
SW State Street Grade-Separated Crossing
Engineer's Opinion of Probable Construction Costs
September 2021

Item No.	Item	Unit	Unit Price	Quantity	Total
	GENERAL PROVISIONS AND COVENANTS	Division 1 Total =			
	Not Used				
	EARTHWORK	Division 2 Total =			\$ 42,030.00
2.01	Clearing and Grubbing	LS	\$ 10,000.00	1.00	\$ 10,000.00
2.02	Topsoil, On-Site	CY	\$ 6.00	2500.00	\$ 15,000.00
2.03	Excavation, Class 10, Import	CY	\$ 20.00	0.00	\$ -
2.04	Excavation, Class 10, Roadway and Borrow	CY	\$ 8.00	900.00	\$ 7,200.00
2.05	Subgrade Preparation	SY	\$ 4.00	345.00	\$ 1,380.00
2.06	Subbase, Modified, 6"	SY	\$ 10.00	345.00	\$ 3,450.00
2.07	Compaction Testing	LS	\$ 5,000.00	1.00	\$ 5,000.00
	TRENCH EXCAVATION AND BACKFILL	Division 3 Total =			\$ 5,000.00
3.01	Trench Compaction Testing	LS	\$ 5,000.00	1.00	\$ 5,000.00
	SEWERS AND DRAINS	Division 4 Total =			\$ 202,800.00
4.01	Storm Sewer, Trenched, RCP, 15"	LF	\$ 65.00	600.00	\$ 39,000.00
4.02	Storm Sewer, Trenched, RCP, 18"	LF	\$ 80.00	0.00	\$ -
4.03	Storm Sewer, Trenched, RCP, 24"	LF	\$ 100.00	100.00	\$ 10,000.00
4.04	Storm Sewer, Trenched, RCP, 30"	LF	\$ 125.00	1000.00	\$ 125,000.00
4.05	Removal of Storm Sewer, Less Than or Equal to 36"	LF	\$ 25.00	100.00	\$ 2,500.00
4.06	Pipe Apron, Concrete	EA	\$ 2,000.00	3.00	\$ 6,000.00
4.07	Footing for Pipe Apron, Concrete	LF	\$ 1,500.00	3.00	\$ 4,500.00
4.08	Trench Drainage System, Complete	EA	\$ 7,500.00	2.00	\$ 15,000.00
4.09	Subdrain Outlets and Connections, PVC, 6"	EA	\$ 400.00	2.00	\$ 800.00
	WATER MAINS AND APPURTENANCES	Division 5 Total =			\$ 6,000.00
5.01	Water Main, Adjustment, 12"	LS	\$ 6,000.00	1.00	\$ 6,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS	Division 6 Total =			\$ 42,500.00
6.01	Manhole, SW-401, 48 inch	EA	\$ 6,000.00	1.00	\$ 6,000.00
6.02	Manhole, SW-401, 60 inch	EA	\$ 10,000.00	3.00	\$ 30,000.00
6.03	Intake, SW-512, 24 Inch	EA	\$ 6,500.00	1.00	\$ 6,500.00
	STREETS AND RELATED WORK	Division 7 Total =			\$ 159,415.00
7.01	Pavement, PCC Class C-SUD, 9"	SY	\$ 80.00	310.00	\$ 24,800.00
7.02	Concrete Median	SY	\$ 150.00	25.00	\$ 3,750.00
7.03	Removal of Sidewalk	SY	\$ 25.00	1140.00	\$ 28,500.00
7.04	Sidewalk, PCC, 4"	SY	\$ 50.00	255.00	\$ 12,750.00
7.05	Sidewalk, PCC, 5"	SY	\$ 60.00	280.00	\$ 16,800.00
7.06	Shared Use Path, Recreational Trail, PCC, 6" Reinforced	SY	\$ 70.00	895.00	\$ 62,650.00
7.07	Special Subgrade Preparation for Shared Use Path	SY	\$ 4.00	1250.00	\$ 5,000.00
7.08	Detectable Warnings	SF	\$ 55.00	33.00	\$ 1,815.00
7.09	Pavement Removal	SY	\$ 10.00	310.00	\$ 3,100.00
7.10	Concrete Median Removal	SY	\$ 10.00	25.00	\$ 250.00

EXHIBIT B

Item No.	Item	Unit	Unit Price	Quantity	Total
	TRAFFIC CONTROL	Division 8 Total =			\$ 46,225.00
8.01	Painted Pavement Markings, Durable	STA	\$ 300.00	0.50	\$ 150.00
8.02	Grooves Cut for Pavement Markings	STA	\$ 150.00	0.50	\$ 75.00
8.03	Temporary Traffic Control	LS	\$ 25,000.00	1.00	\$ 25,000.00
8.04	Portable Dynamic Message Sign (PDMS)	DAY	\$ 175.00	120.00	\$ 21,000.00
	SITE WORK AND LANDSCAPING	Division 9 Total =			\$ 16,940.00
9.01	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 1,200.00	1.60	\$ 1,920.00
9.02	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 2,000.00	1.60	\$ 3,200.00
9.03	Filter Sock, 9" Dia.	LF	\$ 4.00	1760.00	\$ 7,040.00
9.04	Filter Sock, Removal	LF	\$ 0.50	1760.00	\$ 880.00
9.05	Erosion Control Mulching, Hydromulching, BFM w/ Temporary Seeding	AC	\$ 2,000.00	1.60	\$ 3,200.00
9.06	Inlet Protection Device, Drop-in	EA	\$ 200.00	1.00	\$ 200.00
9.07	Inlet Protection Device, Rock	EA	\$ 400.00	1.00	\$ 400.00
9.08	Inlet Protection Device, Maintenance	EA	\$ 50.00	2.00	\$ 100.00
	DEMOLITION	Division 10 Total =			
	Not Used				
	MISCELLANEOUS	Division 11 Total =			\$ 107,500.00
11.01	Mobilization	LS		1.00	\$ 100,000.00
11.02	Concrete Washout	LS	\$ 7,500.00	1.00	\$ 7,500.00
	STRUCTURES	Division 99 Total =			\$ 919,300.00
99.01	150'-0 Prefabricated Bridge Truss	LS	\$ 450,000.00		\$ -
99.02	Prefabricated Bridge Stairwell	LS	\$ 120,000.00		\$ -
99.03	Continuous Slab Concrete Bridge	SF	\$ 120.00		\$ -
99.04	Excavation, Class 20	CY	\$ 10.00	1900.00	\$ 19,000.00
99.05	Fence, Chain Link, Vinyl Coated	LF	\$ 100.00	600.00	\$ 60,000.00
99.06	MSE Wall	SF	\$ 40.00		\$ -
99.07	IFIs for MSE Wall	SF	\$ 60.00		\$ -
99.08	Special Backfill	CY	\$ 70.00	90.00	\$ 6,300.00
99.09	Structural Concrete (RCB)	CY	\$ 1,400.00	200.00	\$ 280,000.00
99.10	Structural Concrete Coating	SY	\$ 80.00	300.00	\$ 24,000.00
99.11	Pile, Steel Sheet (Permanent)	SF	\$ 30.00	10000.00	\$ 300,000.00
99.12	Concrete Aesthetic Formliner for Sheet Pile Retaining Wall	SF	\$ 40.00	4000.00	\$ 160,000.00
99.13	Temporary Special Shoring	LS	\$ 70,000.00	1.00	\$ 70,000.00
Construction Subtotal = \$1,548,000.00 Construction Contingency (10%, Rounded) = \$155,000.00 CONSTRUCTION TOTAL = \$1,703,000.00					
Other Project Costs: Acquisition (Estimated): \$10,000.00 Design Engineering (Estimated): \$175,000.00 Construction Services (Estimated): \$175,000.00 TOTAL OTHER PROJECT COSTS: \$360,000.00					
TOTAL PROJECT COST: \$2,063,000.00					

SW ORALABOR ROAD & SW STATE STREET


HRGreen
 INTERSECTION IMPROVEMENTS

Conceptual Level Opinion of Probable Construction Costs, July 2021

ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	TOPSOIL, ON-SITE	CY	\$10.00	1,063	\$ 10,630
2	CLASS 10 EARTHWORK / GRADING	CY	\$15.00	5,715	\$ 85,725
3	SUBGRADE PREPARATION, 12"	SY	\$7.50	9,145	\$ 68,588
4	SUBBASE, MODIFIED, 12"	SY	\$20.00	9,145	\$ 182,900
5	STORM SEWER, TRENCHED, RCP	LF	\$100.00	75	\$ 7,500
6	REMOVAL OF STORM SEWER	LF	\$30.00	75	\$ 2,250
7	SUBDRAIN, TYPE 1B, 6"	LF	\$20.00	600	\$ 12,000
8	SUBDRAIN OUTLETS AND CONNECTIONS,	EA	\$700.00	12	\$ 8,400
9	REMOVAL OF SUBDRAIN	LF	\$10.00	600	\$ 6,000
10	INTAKE, SW-501	EA	\$6,000.00	1	\$ 6,000
11	INTAKE, SW-506	EA	\$9,000.00	2	\$ 18,000
12	REMOVE INTAKE	EA	\$3,000.00	2	\$ 6,000
13	PAVEMENT, PCC, 11"	SY	\$90.00	7,733	\$ 695,970
14	CONCRETE MEDIAN, PCC, 6"	SY	\$90.00	887	\$ 79,830
15	SIDEWALK, PCC, 5"	SY	\$60.00	357	\$ 21,420
16	SIDEWALK, PCC, 6"	SY	\$80.00	87	\$ 6,960
17	DRIVEWAY, PCC, 7"	SY	\$75.00	151	\$ 11,325
18	PAVEMENT REMOVAL	SY	\$20.00	4,589	\$ 91,780
19	PAVEMENT MARKINGS	STA	\$75.00	116.3	\$ 8,723
20	PAINTED SYMBOLS	EA	\$300.00	36	\$ 10,800
21	PAVEMENT MARKINGS REMOVED	STA	\$50.00	52	\$ 2,600
22	PAINTED SYMBOLS REMOVED	EA	\$200.00	3	\$ 600
23	GROOVES FOR PAVEMENT MARKINGS	STA	\$50.00	35.9	\$ 1,795
24	GROOVES FOR SYMBOLS	EA	\$150.00	36	\$ 5,400
25	TRAFFIC SIGNAL MODIFICATIONS	LS	\$250,000.00	1	\$ 250,000
26	TEMPORARY SIGNAL DURING	LS	\$10,000.00	1	\$ 10,000
27	CONVENTIONAL SEEDING	ACRE	\$3,000.00	1.32	\$ 3,960
28	TEMPORARY EROSION CONTROL	LS	1.0 % of Items 1-27		\$ 16,152
29	TEMPORARY TRAFFIC CONTROL	LS	4.0 % of Items 1-27		\$ 64,606
30	MOBILIZATION	LS	5.0 % of Items 1-27		\$ 80,758
			Subtotal Roadway and		\$ 1,777,000
	CONTINGENCY		10.0 % of Subtotals		\$ 178,000
2021 TOTAL CONSTRUCTION COSTS					\$ 1,955,000
Other Project Costs: Acquisition (Estimated): \$75,000.00 Design Engineering (Estimated): \$125,000.00 Construction Services (Estimated): \$160,000.00 TOTAL OTHER PROJECT COSTS: \$360,000.00					
TOTAL PROJECT COSTS:					\$2,315,000.00



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a hold harmless agreement allowing Scott and Shasta Gamble to place a pool, walkway, pool shed, and fence in a portion of the City's Storm Sewer, Pond Access, and Drainage Easement on a part of Lot 32, The Grove Plat 6.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Hold Harmless Agreement

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A HOLD HARMLESS AGREEMENT ALLOWING SCOTT AND SHASTA GAMBLE TO PLACE A POOL, WALKWAY, POOL SHED AND FENCE IN A PORTION OF THE CITY'S STORM SEWER, POND ACCESS, AND DRAINAGE EASEMENT ON LOT 32, THE GROVE PLAT 6

WHEREAS, the proposed pool, walkway, pool shed, and fence will be placed within a storm sewer, pond access, and drainage easement at the south side of Lot 32, The Grove Plat 6; and

WHEREAS, Scott and Shasta Gamble and City Staff have agreed to a set of terms and conditions regarding the placement of the pool, walkway, pool shed, and fence in the storm sewer, pond access, and drainage easement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Hold Harmless Agreement on behalf of the City of Ankeny, Iowa, authorizing Scott and Shasta Gamble to place the pool, walkway, pool shed, and fence in the storm sewer, pond access, and drainage easement on the south side of Lot 32, The Grove Plat 6.

PASSED AND APPROVED this 21st day of November, 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information:

Matt Keehner 3450 SE Glenstone Dr. #2 Grimes, IA 50111
(515) 473-5218

SPACE ABOVE THIS LINE FOR RECORDER

Hold Harmless Agreement

Whereas, Scott and Shasta Gamble, (hereinafter "Property Owner") has requested permission to place a Concrete Project (Pool Deck, Walkway, Pool Shed and Fence) in a portion of the City of Ankeny's (hereinafter the "City") Storm Sewer, Pond Access, and Drainage Easement, more particularly described as follows:

A STORM SEWER, POND ACCESS, AND DRAINAGE EASEMENT BEING A PART OF LOT 32 THRU LOT 34 OF THE GROVE PLAT 6, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 34; THENCE S00°24'32"W, 8.57 FEET; THENCE S66°09'35"W, 80.06 FEET; THENCE S80°35'47"W, 95.90 FEET; THENCE N00°324'32"E, 47.80 FEET; THENCE S89°35'28"E, 91.28 FEET; THENCE N66°09'35"E, 64.41 FEET; THENCE S00°24'32"E, 16.45 FEET; THENCE S89°35'28"E, 17.50 FEET TO THE POINT OF BEGINNING. DESCRIBED EASEMENT IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

and;

Whereas, the City is agreeable to allowing Scott and Shasta Gamble to place their Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) in a portion of the Storm Sewer Easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow Scott and Shasta Gamble to place its Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) in

A STORM SEWER, POND ACCESS, AND DRAINAGE EASEMENT BEING A PART OF LOT 32 THRU LOT 34 OF THE GROVE PLAT 6, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 34; THENCE S00°24'32"W, 8.57 FEET; THENCE S66°09'35"W, 80.06 FEET; THENCE S80°35'47"W, 95.90 FEET; THENCE N00°32'32"E, 47.80 FEET; THENCE S89°35'28"E, 91.28 FEET; THENCE N66°09'35"E, 64.41 FEET; THENCE S00°24'32"E, 16.45 FEET; THENCE S89°35'28"E, 17.50 FEET TO THE POINT OF BEGINNING. DESCRIBED EASEMENT IS SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

in a portion of the City's Storm Sewer Easement. Said Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) shall otherwise comply with all agreements, ordinances and laws.

2. Scott and Shasta Gamble, and/or Scott and Shasta Gamble's successor-in-interest, agrees to remove the Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence), at no cost to the City, within 14 days of the City's request for said removal, to allow work on the storm sewer or other utilities. If Scott and Shasta Gamble, and/or Scott and Shasta Gamble's successor-in-interest, fails to remove said Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) within the 14 days of the City's request then the City shall have the right to remove said Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) at Scott and Shasta Gamble and/or Scott and Shasta Gamble's successor-in-interest, cost. In the event of a need for an emergency repair to the storm sewer line, the City shall have the right to remove said Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) and bill the cost to Scott and Shasta Gamble and/or Scott and Shasta Gamble's successor-in-interest and Scott and Shasta Gamble and/or Scott and Shasta Gamble's successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) is removed, and if at the time the Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) is removed it is a legal nonconforming use, Scott and Shasta Gamble shall have the right to rebuild the same Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence) that was removed in the same or a comparable location, at Scott and Shasta Gamble's expense.

4. Scott and Shasta Gamble agree to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of Scott and Shasta Gamble's use of the City's Sanitary Sewer Easement or the removal or rebuilding of its Concrete Project (Pool Deck, Walkway, Retaining Wall, Pool Shed and Fence).

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. Scott and Shasta Gamble has caused this Agreement to be executed by its authorized representative.

Dated this ____ day of _____, 2022.

City of Ankeny, Iowa

By: _____

Mark E. Holm, Mayor

Attest:

By: _____

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MARKE. HOLM and MICHELLE YUSKA, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2022, and the said MARKE. HOLM and MICHELLE YUSKA acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Scott and Shasta Gamble

By: Scott Gamble

Name: Scott Gamble

Title: Home Owner

STATE OF Iowa, COUNTY OF POLK, ss:

On the 7th day of November, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Scott L. Gamble, to me personally known, who being by me duly sworn, did say that he/she is the Home Owner of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Scott L. Gamble, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Brenda Fuglsang
Notary Public in and for the State of Iowa





ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main in the Prairie Trail Sports Complex-The Diamond project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting contract, performance and maintenance bonds to facilitate construction of underground improvements (water main) for Prairie Trail Sports Complex-The Diamond project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of underground improvements (storm sewer) for Pine Lake Estates Interim Grading Improvements .

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN FOR PRAIRIE TRAIL SPORTS COMPLEX – THE DIAMOND PROJECT

WHEREAS, the plans and specifications for the construction of water main improvements for Prairie Trail Sports Complex – The Diamond project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 3 day of November, by and between The Underground Company, Ltd. hereinafter called the "contractor", and DRA Properties hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u>X</u> <u> </u> Water Lines
<u> </u> Storm Sewers	<u> </u> Paving & Subgrade	<u> </u> Erosion Control

As shown in construction plans titled Prairie Trail Sports Complex – The Diamond, and bearing an "Approved For Construction Date" of 10 / 17 / 2022.

The estimated quantity of work to be done is:

 as shown on the approved plans
X as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than November 20, 2022, and shall fully complete the work not later than December 20, 2022.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$32,415.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in five (5) original counterparts as of the day and year first stated above.

The Underground Company, Ltd
Contractor
by 

Chris Burkhardt – Vice-President

DRA Properties
Subdivider
by 

sec.

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

PROJECT: Prairie Trail Sports Complex - The Diamond
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Public Water Main</u>			
W1	8"x8" Tap Sleeve and Valve	1.00	EA
W2	8" PVC C900 Water Main	345.00	LF
W3	8" Bend	1.00	EA
W4	8" Valve	1.00	EA
W5	Temporary Blow Off Hydrant	1.00	EA

PERFORMANCE BOND

BOND NO. IAC 593165

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd. as Principal, and Merchants Bonding Company (Mutual)as Surety, are held firmly bound unto The City of Ankeny and DRA Propertiesas owner (s) in the penal sum of Thirty Two Thousand Four
Hundred Fifteen and No/100----- DOLLARS (\$32,415.00)

to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 3rd day of November, 2022.

WHEREAS, the principal has entered into a certain written contract, dated the 3rd day of November, 2022,

With the owner(s) for: _____

Prairie Trail Sports Complex - The Diamond**Public Water Main****(See Attached Schedule)**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the city of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against DRA Properties in any action which might be brought against the principal or surety by the city of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the city of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

The Underground Company, Ltd.

principal

by

Merchants Bonding Company (Mutual)

surety

(seal)

by

Jessica J. Perkins Attorney-in-Fact

City of Ankeny

by

DRA Properties

Subdivider

by

sec.

CONTRACTOR'S MAINTENANCE BOND

BOND NO. IAC 593165

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd of Carlisle, Iowa as Principal, and Merchants Bonding Company (Mutual) of West Des Moines, Iowa as Surety are held and firmly bound unto The City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal Thirty Two Thousand Four Hundred Fifteen and No/100----- DOLLARS (\$32,415.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 3rd day of November, 2022 wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Prairie Trail Sports Complex - The Diamond

Public Water Main

(See Attached Schedule)

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.

- (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
- (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the city of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 3rd day of November, 2022

The Underground Company, Ltd.
principal

by 

Merchants Bonding Company (Mutual)

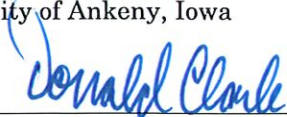
surety (seal)

by 

Jessica J. Perkins, Attorney-In-Fact

Approved as to form

City of Ankeny, Iowa



City Engineer

PROJECT: Prairie Trail Sports Complex - The Diamond
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
------	-------------	----------	------

Public Water Main

W1	8"x8" Tap Sleeve and Valve	1.00	EA
W2	8" PVC C900 Water Main	345.00	LF
W3	8" Bend	1.00	EA
W4	8" Valve	1.00	EA
W5	Temporary Blow Off Hydrant	1.00	EA

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.



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

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

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



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2022

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Dana Firkins PHONE (A/C, No, Ext): 515-237-0167 FAX (A/C, No): 515-237-0167 E-MAIL ADDRESS: dana.firkins@assuredpartners.com
INSURED The Underground Company Ltd 12245 Dakota Drive Carlisle IA 50047	UNDECOM-01 INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677

COVERAGES**CERTIFICATE NUMBER:** 33509957**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		EPP0194437	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Drive Ot Car ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP0194437	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE			EPP0194437	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0322539	5/1/2022	5/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Prairie Trail Sports Complex - The Diamond

Certificate holder is an Additional Insured - Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Governmental Agency or Subdivision or Political Subdivision - permits; Mortgagee, Assignee or Receiver; on a primary and non-contributory basis when required in a written contract, agreement, permit or authorization with respects to the General Liability policy per form GA233 (09/20)

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 West 1st Street
Ankeny IA 50021

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

AUTHORIZED REPRESENTATIVE



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Ryan Warehouse II (Chapman Brothers Plat 3) for utilities and subgrade prep.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN RYAN WAREHOUSE II (CHAPMAN BROTHERS PLAT 3) FOR UTILITIES AND SUBGRADE PREP.

WHEREAS, on the 7th day of February, 2022, the City of Ankeny, Iowa entered into a three-party contract with Mcaninch Corporation, the Contractor, and Ryan Companies US Inc., the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade Prep., approved under Resolution No. 2022-047; 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 November 21st, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 21st day of November, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

*Ryan Companies Warehouse II –
Public Improvements
5950 SE Delaware Avenue, Ankeny, IA*

City Council Meeting Date:
[November 21, 2022](#)

This is to certify that the construction improvements on the ***Ryan Companies Warehouse II*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Chris Bauer, P.E.
Civil Engineer
Shive-Hattery, Inc.
Iowa License Number 19737*



November 2, 2022

To: The City of Ankeny
Attn: Lanie Boas
1210 NW Prairie Ridge Drive
Ankeny, Iowa

Re: Letter of Assurance
Ryan Warehouse II - Public Improvements
5950 SE Delaware Avenue, Ankeny, IA

City of Ankeny,

We are pleased to report to you that all requested public improvements associated with the referenced project are complete.

We request that you consider acceptance of these improvements.

We certify the public improvements for the Ryan Warehouse II in Ankeny, Iowa have been constructed in substantial compliance with the approved construction plans and specifications to the best of our knowledge.

We have attached the following supporting documents for your review and file:

1. Record Drawings including As-Built survey information of public improvement structures.
2. Survey point file with XYZ as-built points.
3. Site Observation Reports
4. Certificate of Completion

Following your review and acceptance, please place on the next available City Council Agenda for acceptance or contact us with questions.

Sincerely,

Shive-Hattery, Inc.



Chris Bauer, PE

Copy: Katie Maki, Ryan Companies US, Inc.

MZuspann@AnkenyIowa.gov

MValmore@AnkenyIowa.gov





ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Ryan Warehouse II (Chapman Brothers Plat 3) for paving.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN RYAN WAREHOUSE II (CHAPMAN BROTHERS PLAT 3) FOR PAVING

WHEREAS, on the 7th day of February, 2022, the City of Ankeny, Iowa entered into a three-party contract with Ryan Companies US Inc., as both the Contractor and Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-048; 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 November 21st, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 21st day of November, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

*Ryan Companies Warehouse II –
Public Improvements
5950 SE Delaware Avenue, Ankeny, IA*

City Council Meeting Date:
[November 21, 2022](#)

This is to certify that the construction improvements on the ***Ryan Companies Warehouse II*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Chris Bauer, P.E.
Civil Engineer
Shive-Hattery, Inc.
Iowa License Number 19737*



November 2, 2022

To: The City of Ankeny
Attn: Lanie Boas
1210 NW Prairie Ridge Drive
Ankeny, Iowa

Re: Letter of Assurance
Ryan Warehouse II - Public Improvements
5950 SE Delaware Avenue, Ankeny, IA

City of Ankeny,

We are pleased to report to you that all requested public improvements associated with the referenced project are complete.

We request that you consider acceptance of these improvements.

We certify the public improvements for the Ryan Warehouse II in Ankeny, Iowa have been constructed in substantial compliance with the approved construction plans and specifications to the best of our knowledge.

We have attached the following supporting documents for your review and file:

1. Record Drawings including As-Built survey information of public improvement structures.
2. Survey point file with XYZ as-built points.
3. Site Observation Reports
4. Certificate of Completion

Following your review and acceptance, please place on the next available City Council Agenda for acceptance or contact us with questions.

Sincerely,

Shive-Hattery, Inc.



Chris Bauer, PE

Copy: Katie Maki, Ryan Companies US, Inc.

MZuspann@AnkenyIowa.gov

MValmore@AnkenyIowa.gov





ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of storm sewer in the Pine Lake Estates Interim Grading Improvements project.

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution approving plans and specifications and accepting contract, performance and maintenance bonds to facilitate construction of underground improvements (storm sewer) for Pine Lake Estates Interim Grading Improvements.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of underground improvements (storm sewer) for Pine Lake Estates Interim Grading Improvements .

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STORM SEWER FOR PINE LAKE ESTATES – INTERIM GRADING IMPROVEMENTS PROJECT

WHEREAS, the plans and specifications for the construction of storm sewer improvements for Pine Lakes Estates – Interim Grading Improvements project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 3 day of November, by and between The Underground Company, Ltd. hereinafter called the "contractor", and DRA Properties hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u>X</u> Storm Sewers	<u> </u> Paving & Subgrade	<u> </u> Erosion Control

As shown in construction plans titled Pine Lake Estates – Interim Grading Improvements, and bearing an "Approved For Construction Date" of 10 / 28 / 2022.

The estimated quantity of work to be done is:

 as shown on the approved plans
X as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than November 20, 2022, and shall fully complete the work not later than April 20, 2023.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$369,439.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

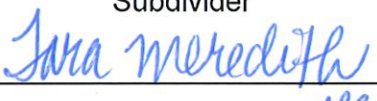
ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in five (5) original counterparts as of the day and year first stated above.

The Underground Company, Ltd
Contractor
by 

Chris Burkhardt – Vice-President

DRA Properties
Subdivider
by 

Jana Meredith
sec.

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

PROJECT: Pine Lakes Estates - Interim Grading Improvements
 LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Storm Sewer</u>			
SS1	4" PVC Storm Sewer	6.00	LF
SS2	6" PVC Storm Sewer (Non-Perforated)	302.00	LF
SS3	6" PVC Seepage Trench Drain with Porous Backfill	491.00	LF
SS4	10" PVC C900 Storm Sewer	494.00	LF
SS5	15" RCP Storm Sewer	409.00	LF
SS6	36" RCP Storm Sewer	122.00	LF
SS7	36" RCP Storm Sewer with Sand Bedding	200.00	LF
SS8	36" RCP Storm Sewer with Concrete Bedding	93.00	LF
SS9	15" RCP Flared End Section with Guard	1.00	EA
SS10	36" RCP Flared End Section with Guard	2.00	EA
SS11	Sand Drainage Diaphragm	1.00	LS
SS12	Soil Anchors and Tie Bands	1.00	LS
SS13	Wet Pond Outlet Structure (S-2)	1.00	EA
SS14	Wet Pond Outlet Structure (S-11)	1.00	EA
SS15	Drawdown Headwall	1.00	EA
SS16	Control Valve Vault for 10" Knife Valve	1.00	EA
SS17	SW-401 Manhole	2.00	EA
SS18	SW-512 Intake	1.00	EA
SS19	6" Clean Out	3.00	EA
SS20	Rip Rap at Flared End Sections	107.00	TON

PERFORMANCE BOND

BOND NO. IAC 593166

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held firmly bound unto The City of Ankeny and DRA Properties as owner (s) in the penal sum of Three Hundred Sixty-Nine Thousand Four Hundred Thirty-Nine Dollars and No/100----- DOLLARS (\$369,439.00)

to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 3rd day of November, 2022.

WHEREAS, the principal has entered into a certain written contract, dated the 3rd day of November, 2022,

With the owner(s) for:

Pine Lake Estates-Interim Grading Improvements - Ankeny, IA

Storm Sewers

(See Attached Schedule)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the city of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against DRA Properties

in any action which might be brought against the principal or surety by the city of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the city of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

The Underground Company, Ltd.

principal

by

Merchants Bonding Company (Mutual)

surety

by

Dean M. Clark, Attorney-in-Fact

(seal)

City of Ankeny

by

DRA Properties

Subdivider

by

CONTRACTOR'S MAINTENANCE BOND

BOND NO. IAC 593166

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd of Carlisle, Iowa as Principal, and Merchants Bonding Company (Mutual) of West Des Moines, Iowa as Surety are held and firmly bound unto The City of Ankeny, Iowa, for a period of ~~Three (3)~~ ^{four (4)} years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal Three Hundred Sixty-Nine Thousand Four Hundred Thirty-Nine and No/100----- DOLLARS (\$369,439.00) lawful money of the united States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the city of Ankeny a certain contract dated the 3rd day of November, 2022 wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Pine Lake Estates – Interim Grading Improvements– Ankeny, IA

Storm Sewers

(See Attached Schedule)

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.

- (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
- (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the city of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands , signed and sealed this 3rd day of November, 2022

The Underground Company, Ltd.

principal

by

Merchants Bonding Company (Mutual)

surety

(seal)

by

Dean M. Clark, Attorney-In-Fact

Approved as to form

City of Ankeny, Iowa

Donald Clark

City Engineer

PROJECT: Pine Lakes Estates - Interim Grading Improvements
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Storm Sewer</u>			
SS1	4" PVC Storm Sewer	6.00	LF
SS2	6" PVC Storm Sewer (Non-Perforated)	302.00	LF
SS3	6" PVC Seepage Trench Drain with Porous Backfill	491.00	LF
SS4	10" PVC C900 Storm Sewer	494.00	LF
SS5	15" RCP Storm Sewer	409.00	LF
SS6	36" RCP Storm Sewer	122.00	LF
SS7	36" RCP Storm Sewer with Sand Bedding	200.00	LF
SS8	36" RCP Storm Sewer with Concrete Bedding	93.00	LF
SS9	15" RCP Flared End Section with Guard	1.00	EA
SS10	36" RCP Flared End Section with Guard	2.00	EA
SS11	Sand Drainage Diaphragm	1.00	LS
SS12	Soil Anchors and Tie Bands	1.00	LS
SS13	Wet Pond Outlet Structure (S-2)	1.00	EA
SS14	Wet Pond Outlet Structure (S-11)	1.00	EA
SS15	Drawdown Headwall	1.00	EA
SS16	Control Valve Vault for 10" Knife Valve	1.00	EA
SS17	SW-401 Manhole	2.00	EA
SS18	SW-512 Intake	1.00	EA
SS19	6" Clean Out	3.00	EA
SS20	Rip Rap at Flared End Sections	107.00	TON

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.

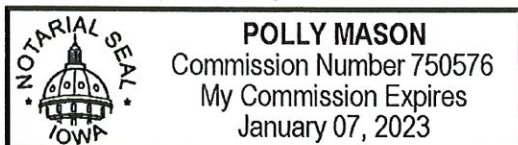


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Polly Mason
Notary Public

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

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



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2022

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Dana Firkins PHONE (A/C, No, Ext): 515-237-0167 E-MAIL ADDRESS: dana.firkins@assuredpartners.com		FAX (A/C, No): 515-237-0167
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Insurance Company		10677
INSURED The Underground Company Ltd 12245 Dakota Drive Carlisle IA 50047		UNDECOM-01		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1011029167**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		EPP0194437	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Drive Ot Car			EPP0194437	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			EPP0194437	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EW0322539	5/1/2022	5/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Pine Lakes Estates - Interim Grading Improvements

Certificate holder is an Additional Insured - Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Governmental Agency or Subdivision or Political Subdivision - permits; Mortgagee, Assignee or Receiver; on a primary and non-contributory basis when required in a written contract, agreement, permit or authorization with respects to the General Liability policy per form GA233 (09/20)

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 410 West 1st Street Ankeny IA 50021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2022 PCC Pavement Preservation Program: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$10,986.08; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Civil Contracting, Inc. in the amount of \$367,035.28; and d) Final Payment #3 in the amount of \$627.00; and Retainage Payment in the amount of \$18,351.77.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Iowa Civil Contracting, Inc. on the 2022 PCC Pavement Preservation Program project.

The 2022 PCC Pavement Preservation Program project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #1 increasing the contract amount by \$10,986.08.

b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the 2022 PCC Pavement Preservation Program project and establishes the final contract amount to be \$367,035.28.

d) Final Payment: Iowa Civil Contracting, Inc. = \$627.00

Retainage Payment: Iowa Civil Contracting, Inc. = \$18,351.77

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #1 increasing the contract amount by \$10,986.08.
2. Accept the Engineer's Certificate of Completion for the 2022 PCC Pavement Preservation Program project.
3. Adopt the Resolution accepting the 2022 PCC Pavement Preservation Program project in the final contract amount of \$367,035.28.
4. Authorize Final Payment in the amount of \$627.00, and Retainage Payment in the amount of \$18,351.77.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 7, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #1 (Final)
 Pay Application #3 (Final)
 Resolution

CERTIFICATE OF COMPLETION

2022 PCC Pavement Preservation Program

Ankeny, Iowa

November 21, 2022

This is to certify that the construction improvements on the ***2022 PCC Pavement Preservation Program*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***\$367,035.28***. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jim Haberichter
Civil Engineer II
City of Ankeny
Iowa License Number P24710*

CHANGE ORDER FORM



Project Title: 2022 PCC Pavement Preservation Program
Contractor: Iowa Civil Contracting, Inc.
Address: 1106 3rd Street, Victor, IA 52347
Finance Budget Code: 915.3915.4451 **Finance Project #** 915.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 9633

Change Order Number: 1 FINAL

Change Order Date: November 21, 2022

Purpose of Change Order:

Final as constructed quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.01	Full Depth Patches, PCC Class C-SUD, 9" Thick	SY	31.76	\$ 151.56	\$ 4,813.55
7.03	Partial Depth Patches, PCC, Iowa DOT Class C Patching Material	SF	(288.74)	\$ 34.31	\$ (9,906.67)
7.04	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	35.10	\$ 50.00	\$ 1,755.00
7.05	Crack and Joint Filling, Hot Pour	LF	5,467.00	\$ 2.60	\$ 14,214.20
8.03	Portable Dynamic Message Sign (PDMS)	CDAY	1.00	\$ 110.00	\$ 110.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 10,986.08**

Contractor Accepted: Iowa Civil Contracting, Inc.

Firm Name
Brent Rhinchart
 Signature Date 10-28-2022

Engineer Approved: City of Ankeny

Firm Name
[Signature]
 Signature Date 10/28/2022

Owner Accepted: City of Ankeny

Signature Title
 Mayor
 Date 11/21/2022

Attest for Owner:

Signature Title
 City Clerk
 Date 11/21/2022

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 356,049.20
1	November 7, 2022	\$ 10,986.08
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Revised Contract Amount **\$ 367,035.28**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 PCC Pavement Preservation Program
Contractor: Iowa Civil Contracting, Inc.
Address: 1106 3rd Street, Victor, IA 52347
Finance Budget Code: 915.3915.4451 **Finance Project #** 915.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 9633

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 3 FINAL
PAYMENT PERIOD: From: October 1, 2022 Through: October 17, 2022

Contract Summary

Original Contract Amount:	\$	356,049.20	
Net change by Change Orders:	\$	10,986.08	
Contract Amount to Date: (line 1 ± 2)	\$	367,035.28	
Total completed and stored to date:	\$	367,035.28	
Retainage: 5 % of Completed Work:	\$	18,351.76	
Total Earned less Retainage:	\$	348,683.51	
Less previous applications for payment:	\$	348,056.51	
SUBTOTAL	\$		627.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 627.00

Balance to finish, including retainage: \$ 18,351.77

Contract Time Remaining (If applicable) (1.00) 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: Iowa Civil Contracting, Inc.
Firm Name

Brent Rhinchart
Signature

11/8/2022
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

11/8/2022
Date

Submit to: Jim Haberichter, P.E. - Civil Engineer II
E-mail: JHaberichter@Ankenylowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL Casting	EA	2.00		2.00	\$ 3,300.00	\$ 6,600.00		-	2.00	2.00	\$ 6,600.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Full Depth Patches, PCC Class C-SUD, 9" Thick	SY	220.00	31.76	251.76	\$ 151.56	\$ 38,156.75		-	251.76	251.76	\$ 38,156.75	0.00	100.00%
7.02	Full Depth Patches, PCC Class M (5 Hour) , 9" Thick	SY	32.00		32.00	\$ 166.00	\$ 5,312.00		-	32.00	32.00	\$ 5,312.00	0.00	100.00%
7.03	Partial Depth Patches, PCC, Iowa DOT Class C Patching Material	SF	4,900.00	(288.74)	4,611.26	\$ 34.31	\$ 158,212.33		-	4,611.26	4,611.26	\$ 158,212.33	0.00	100.00%
7.04	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	325.00	35.10	360.10	\$ 50.00	\$ 18,005.00		-	360.10	360.10	\$ 18,005.00	0.00	100.00%
7.05	Crack and Joint Cleaning and Filling, Hot Pour	LF	30,275.00	5,467.00	35,742.00	\$ 2.60	\$ 92,929.20		-	35,742.00	35,742.00	\$ 92,929.20	0.00	100.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Waterborne	LF	300.00		300.00	\$ 13.20	\$ 3,960.00		-	300.00	300.00	\$ 3,960.00	0.00	100.00%
8.02	Temporary Traffic Control	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		-	1.00	1.00	\$ 15,000.00	0.00	100.00%
8.03	Portable Dynamic Message Sign (PDMS)	CDAY	25.00	1.00	26.00	\$ 110.00	\$ 2,860.00	6.00	\$ 660.00	20.00	26.00	\$ 2,860.00	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 25,000.00	\$ 25,000.00		-	1.00	1.00	\$ 25,000.00	0.00	100.00%
11.02	Concrete Washout, Collection Bags	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00		-	1.00	1.00	\$ 1,000.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01					0.00		\$ -		-		0.00	\$ -	0.00	0.00%
12.02					0.00		\$ -		-		0.00	\$ -	0.00	0.00%
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 = \$ 367,035.28

PAY PERIOD = \$ 660.00

COMPLETED = \$ 367,035.28

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 19, 2022	\$ 232,049.19
2	October 17, 2022	\$ 116,007.32
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 348,056.51

Record of Change Orders

No.	Date	Amount
1	November 7, 2022	\$ 10,986.08
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CHANGE ORDER TOTAL = \$ 10,986.08

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 6, 2022

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:	40.0
Added by Change Order:	0.0
Total Working Days:	40.0
Working Days Used to Date:	41.0
Working Days Remaining:	(1.0)

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

WHEREAS, on the 7th day of March, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Iowa Civil Contracting, Inc. of Victor, Iowa, for the construction of certain public improvements generally described as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes); and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on November 21, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$367,035.28, as shown in the report of the Engineer.

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2022 Pedestrian Ramp Improvements Program - Briarwood: Consider motion to approve:

a) Final Change Order #1 increasing the contract amount by \$5,985.51; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Shekar Engineering, PLC in the amount of \$131,502.47; and d) Final Payment #2 in the amount of \$90,180.68 / Release of Retainage in the amount of \$6,575.12.

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 Shekar Engineering, PLC for the 2022 Pedestrian Ramp Improvements Program - Briarwood project.

The 2022 Pedestrian Ramp Improvements Program - Briarwood 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 \$5,985.51.

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 \$131,502.47.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2022 Pedestrian Ramp Improvements Program - Briarwood project and establishes the final contract amount to be \$131,502.47.

4) Final Payment: Shekar Engineering, PLC = \$90,180.68

Retainage Payment: Shekar Engineering, PLC = \$6,575.12

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: Yes

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #1 increasing the contract amount by \$5,985.51.
2. Accept the Certificate of Completion from the project engineer for the 2022 Pedestrian Ramp Improvements Program - Briarwood project.
3. Adopt the Resolution accepting the 2022 Pedestrian Ramp Improvements Program - Briarwood project with Shekar Engineering, PLC in the final contract amount of \$131,502.47; and
4. Authorize final payment to Shekar Engineering, PLC in the amount of \$90,180.68 and release of retainage payment in the amount of \$6,575.12 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022: The council approved a motion to adopt a Resolution accepting the proposal from Shekar Engineering, PLC in the amount of \$125,516.96 for the construction of the 2022 Pedestrian Ramp Improvements Program - Briarwood project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	Change Order #1
	Certificate of Completion
	Payment #2 (Final)
	Resolution

CHANGE ORDER FORM



Project Title: 2022 Pedestrian Ramp Improvements Program - Briarwood
Contractor: Shekar Engineering
Address: 2600 MLK Pkwy, #200, Des Moines, IA 50310
Finance Budget Code: 936.2936.4459 **Finance Project #** 936.4459
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 2, 2022 **Vendor #** 8519

Change Order Number: 1

Change Order Date: November 21, 2022 ES
~~November 7, 2022~~

Purpose of Change Order:

Items #1-6: Balance the quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	25.50	\$ 48.00	\$ 1,224.00
2	Removal of Sidewalk	SY	23.00	\$ 2.00	\$ 46.00
3	Sidewalk, PCC, 4" Thick	SY	21.10	\$ 70.22	\$ 1,481.64
4	Sidewalk, PCC, 6" Thick	SY	3.60	\$ 71.98	\$ 259.13
5	Full Depth Patches, PCC, Class C, 7" Thick	SY	16.00	\$ 130.14	\$ 2,082.24
6	Curb and Gutter Removal, 2.0' Wide	LF	25.50	\$ 35.00	\$ 892.50
Change Order Number: <u>1</u> makes the following adjustments to the Contract:					\$ 5,985.51

Contractor Accepted: Shekar Engineering
 Chandra Shekar Digitally signed by Chandra Shekar Date: 2022.11.02 15:00:03 -05'00' 11/02/2022
 Signature Date

Engineer Approved: City of Ankeny
 Emily Jones Firm Name 11/4/22
 Signature Date

Owner Accepted: City of Ankeny
 Mayor
 Signature Title
 11/21/22
 Date

Attest for Owner:
 City Clerk
 Signature Title
 11/21/22
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 125,516.96
1	November 7, 2022	\$ 5,985.51
2	November 21, 2022 ES	
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Revised Contract Amount **\$ 131,502.47**

CERTIFICATE OF COMPLETION

2022 Pedestrian Ramp Improvements Program - Briarwood

Ankeny, Iowa

November 21, 2022

This is to certify that the construction improvements on the *2022 Pedestrian Ramp Improvements Program - Briarwood* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is *\$131,502.47*. I hereby recommend acceptance of the project.

Respectfully submitted,



*Adam L. Lust, P.E.
Public Works Engineering Manager
City of Ankeny
Iowa License Number 16315*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Pedestrian Ramp Improvements Program - Briarwood
Contractor: Shekar Engineering
Address: 2600 MLK Pkwy, #200, Des Moines, IA 50310
Finance Budget Code: 936.2936.4459 **Finance Project #** 936.4459
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 2, 2022 **Vendor #** 8519

Date of Council Meeting: ~~November 7, 2022~~ **November 21, 2022 ES** **PAYMENT REQUEST #** 2 (Final)
PAYMENT PERIOD: From: July 3, 2022 Through: October 29, 2022

Contract Summary

Original Contract Amount:	\$	125,516.96	
Net change by Change Orders:	\$	5,985.51	
Contract Amount to Date: (line 1 ± 2)	\$	131,502.47	
Total completed and stored to date:	\$	131,502.47	
Retainage: 5 % of Completed Work:	\$	6,575.12	
Total Earned less Retainage:	\$	124,927.35	
Less previous applications for payment:	\$	34,746.67	
SUBTOTAL	\$		90,180.68
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		90,180.68

Balance to finish, including retainage: \$ 6,575.12

Contract Time Remaining (If applicable) - Calendar Day

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

Construction Contractor Approval: Shekar Engineering
Chandra Shekar Digitally signed by Chandra Shekar
Date: 2022.11.04 13:34:21 -05'00'
Signature Date 11/04/2022

Engineer / Consultant Approval:
Firm Name
Signature Date

City of Ankeny Staff Approval:
Emily Powers
Signature Date 11/4/22

Submit to: Adam L. Lust, P.E. - Public Works Engineering Manager
E-mail: ALust@AnkenyIowa.gov **Phone:** (515) 963-3537 **Fax:** (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK													
	Topsoil, Off-site	CY	10		10	\$ 126.89	\$ 1,268.90	10.00	\$ 1,268.90		10.00	\$ 1,268.90	0.00	100.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.02	Manhole Adjustment, Sanitary, Minor, Self Level Casting	EA	1		1	\$ 1,402.50	\$ 1,402.50	1.00	\$ 1,402.50		1.00	\$ 1,402.50	0.00	100.00%
	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1		1	\$ 753.50	\$ 753.50	1.00	\$ 753.50		1.00	\$ 753.50	0.00	100.00%
7.01	STREETS AND RELATED WORK													
	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	54	25.50	80	\$ 48.00	\$ 3,816.00	54.00	\$ 2,592.00	25.50	79.50	\$ 3,816.00	0.00	100.00%
7.02	Removal of Sidewalk	SY	432	23.00	455	\$ 2.00	\$ 910.00	323.50	\$ 647.00	131.50	455.00	\$ 910.00	0.00	100.00%
7.03	Sidewalk, PCC, 4" Thick	SY	268	21.10	289	\$ 70.22	\$ 20,300.60	212.50	\$ 14,921.75	76.60	289.10	\$ 20,300.60	0.00	100.00%
7.04	Sidewalk, PCC, 6" Thick	SY	190	3.60	194	\$ 71.98	\$ 13,935.33	144.50	\$ 10,401.11	49.10	193.60	\$ 13,935.33	0.00	100.00%
7.05	Detectable Warnings, Galvanized Steel	SF	256		256	\$ 65.00	\$ 16,640.00	192.00	\$ 12,480.00	64.00	256.00	\$ 16,640.00	0.00	100.00%
7.06	Full Depth Patches, PCC, Class C, 7" Thick	SY	435	16.00	451	\$ 130.14	\$ 58,693.14	305.50	\$ 39,757.77	145.50	451.00	\$ 58,693.14	0.00	100.00%
7.07	Curb and Gutter Removal, 2.0' Wide	LF	54	25.50	80	\$ 35.00	\$ 2,782.50	54.00	\$ 1,890.00	25.50	79.50	\$ 2,782.50	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1		1	\$ 4,500.00	\$ 4,500.00	0.88	\$ 3,937.50	0.13	1.00	\$ 4,500.00	0.00	100.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1		1	\$ 5,000.00	\$ 5,000.00	0.75	\$ 3,750.00	0.25	1.00	\$ 5,000.00	0.00	100.00%
11.02	Concrete Washout, Collection Bags	LS	1		1	\$ 1,500.00	\$ 1,500.00	0.75	\$ 1,125.00	0.25	1.00	\$ 1,500.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01							\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02							\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03							\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04							\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05							\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 131,502.47 PAY PERIOD = \$ 94,927.03

COMPLETED = \$ 131,502.47

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 18, 2022	\$ 34,746.67
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 34,746.67

Record of Change Orders

No.	Date	Amount
1	November 7, 2022	\$ 5,985.51
2	November 21, 2022 ES	
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CHANGE ORDER TOTAL = \$ 5,985.51

Contract Time Remaining

Contract Period:	Calendar Day
Construction Start Date:	May 18, 2022

RESOLUTION

RESOLUTION ACCEPTING THE 2022 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM – BRIARWOOD WITH SHEKAR ENGINEERING, PLC

WHEREAS, on the 2nd day of May, 2022, the City of Ankeny entered into contract with Shekar Engineering, PLC of Des Moines, Iowa, for the construction of certain public improvements generally described as construction of the 2022 Pedestrian Ramp Improvements Program - Briarwood; 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 November 21, 2022.

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

Section 1. 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 \$131,502.47 as shown in the report of the Engineer.

PASSED AND APPROVED on this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SW Des Moines Street - Prairie Trail to Magazine Native Planting: Consider motion to: a) accept the Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Redbud Landscaping, LLC in the amount of \$79,596.00; and c) approve Final Payment #11 in the amount of \$4,797.50; and Retainage Payment in the amount of \$3,979.80.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Redbud Landscaping LLC on the SW Des Moines Street - Prairie Trail to Magazine Native Planting project.

The SW Des Moines Street - Prairie Trail to Magazine Native Planting project is now complete. A series of actions are needed in order to close out this construction project:

a) Certificate of Completion: The attached Certificate of Completion from the project landscape architect states the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the SW Des Moines Street - Prairie Trail to Magazine Native Planting project and establishes the final contract amount to be \$79,596.00.

c) Final Payment: Redbud Landscaping LLC = \$4,797.50

Retainage Payment: Redbud Landscaping LLC = \$3,979.80

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion for the SW Des Moines Street - Prairie Trail to Magazine Native Planting project.

3. Adopt the Resolution accepting the SW Des Moines Street - Prairie Trail to Magazine Native Planting project in the final contract amount of \$79,596.00.

4. Authorize Final Payment in the amount of \$4,797.50, and Retainage Payment in the amount of \$3,979.80.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

October 21, 2019: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Pay Application No. 11
 Resolution

CERTIFICATE OF COMPLETION

SW Des Moines Street – Prairie Trail to Magazine Native Planting

Ankeny, Iowa

November 21, 2022

This is to certify that the construction improvements on the ***SW Des Moines Street – Prairie Trail to Magazine Native Planting*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***\$79,596.00***. I hereby recommend acceptance of the project.

Respectfully submitted,



Tara Bounds
Landscape Architect
Nilles Associates, Inc.
Iowa License Number #785

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street - Prairie Trail to Magazine Native Planting
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Ct. Des Moines, IA 50317
Finance Budget Code: 977.3977.4405 **Finance Project #** 126.4405
Vendor Project or Invoice #: 2854 **PO #**
Original Contract Date: October 21, 2019 **Vendor #** 8509

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: August 26, 2022 Through: October 28, 2022

Contract Summary

Original Contract Amount:	\$	77,441.00	
Net change by Change Orders:	\$	2,155.00	
Contract Amount to Date: (line 1 ± 2)	\$	79,596.00	
Total completed and stored to date:	\$	79,596.00	
Retainage: 5 % of Completed Work:	\$	3,979.80	
Total Earned less Retainage:	\$	75,616.20	
Less previous applications for payment:	\$	70,818.70	
SUBTOTAL	\$		4,797.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,797.50

Balance to finish, including retainage: \$ 3,979.80

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: Redbud Landscaping, LLC
Firm Name
Signature: *Crisne Munn* Date: 11/9/2022

Engineer / Consultant Approval: Nilles Associates, Inc.
Firm Name
Signature: *Tam Bounie* Date: 11/9/2022

City of Ankeny Staff Approval:
Signature: *Becky Ford* Date: 11/9/2022

Submit to: Jared Bright - Storm Water Coordinator
E-mail: Jbright@AnkenyIowa.gov **Phone:** (515) 963-3534 **Fax:** (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE BY CHANGE ORDER	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
SITE WORK AND LANDSCAPING														
9.01	Wattles, Straw 9" (Includes Removal) (CO#2)	LF	200.00	(105.00)	95.00	\$ 5.00	\$ 475.00		\$ -	95.00	95.00	\$ 475.00	0.00	100.00%
9.02	Pre-existing Wattles Removal	LF	4,700.00	(4,175.00)	525.00	\$ 0.50	\$ 262.50		\$ -	525.00	525.00	\$ 262.50	0.00	100.00%
9.03	Pre-existing Silt Fence Removal	LF	1,500.00	(1,500.00)	0.00	\$ 0.35	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.04	Vegetation Removal, Site Preparation (CO#2)	AC	0.50	0.25	0.75	\$ 2,100.00	\$ 1,575.00		\$ -	0.75	0.75	\$ 1,575.00	0.00	100.00%
9.05	Conventional Seeding, Custom Wet Prairie Mix	AC	3.50		3.50	\$ 2,400.00	\$ 8,400.00		\$ -	3.50	3.50	\$ 8,400.00	0.00	100.00%
9.06	Conventional Seeding, Custom Mesic Prairie Mix	AC	5.00		5.00	\$ 1,700.00	\$ 8,500.00		\$ -	5.00	5.00	\$ 8,500.00	0.00	100.00%
9.07	Erosion Control Mulching, Hydraulic Mulching, BFM (CO#1)	AC	8.50	(4.40)	4.10	\$ 3,300.00	\$ 13,530.00		\$ -	4.10	4.10	\$ 13,530.00	0.00	100.00%
9.08	Temporary Rolled Erosion Control Product, Type 3 Extended Term	SY	222.00		222.00	\$ 3.00	\$ 666.00		\$ -	222.00	222.00	\$ 666.00	0.00	100.00%
9.09	Planting Maintenance, 10 Acres (CO#3)	TRIP	9.00	(1.00)	8.00	\$ 2,600.00	\$ 20,800.00		\$ -	8.00	8.00	\$ 20,800.00	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS			1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	1.00	\$ 3,500.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Herbicide treatment, mow in tributary and wetland (CO#1)	TRIP			5.00	\$ 850.00	\$ 4,250.00	1.00	\$ 850.00	4.00	5.00	\$ 4,250.00	0.00	100.00%
12.02	Mow temp lawn seeding from curb inward (CO#1)	TRIP			1.00	\$ 550.00	\$ 550.00		\$ -	1.00	1.00	\$ 550.00	0.00	100.00%
12.03	Maintenance herbicide treatment on permanent lawn seeding (CO#1)	TRIP			2.50	\$ 325.00	\$ 812.50		\$ -	2.50	2.50	\$ 812.50	0.00	100.00%
12.04	Rough mow future park area on north half of circle (CO#1)	TRIP			5.00	\$ 985.00	\$ 4,925.00		\$ -	5.00	5.00	\$ 4,925.00	0.00	100.00%
12.05	Maintenance herbicide in future park area on north half of circle (CO#1)	TRIP			3.00	\$ 250.00	\$ 750.00		\$ -	3.00	3.00	\$ 750.00	0.00	100.00%
12.06	Conventional Seeding, Type 3 Permanent Warm-Season Mix (CO#1)	AC			1.00	\$ 2,400.00	\$ 2,400.00		\$ -	1.00	1.00	\$ 2,400.00	0.00	100.00%
12.07	Conventional Seeding, Repair Mixture, 1.5 Acres (CO#3)	LS			1.00	\$ 2,600.00	\$ 2,600.00		\$ -	1.00	1.00	\$ 2,600.00	0.00	100.00%
12.08	Site preparation, conventional seeding, repair mixture, 0.5 acre (CO#4)	LS			1.00	\$ 5,600.00	\$ 5,600.00	0.75	\$ 4,200.00	0.25	1.00	\$ 5,600.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 79,596.00 PAY PERIOD = \$ 5,050.00

COMPLETED = \$ 79,596.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 20, 2020	\$ 12,207.50
2	July 20, 2020	\$ 20,045.00
3	September 8, 2020	\$ 3,310.75
4	October 5, 2020	\$ 1,622.13
5	November 2, 2020	\$ 935.75
6	December 21, 2020	\$ 9,619.70
7	October 4, 2021	\$ 10,635.25
8	November 1, 2021	\$ 3,952.00
9	April 18, 2022	\$ 3,883.12
10	September 19, 2022	\$ 4,607.50
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 70,818.70

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	\$ (95.00)
2	December 21, 2020	\$ -
3	November 1, 2021	\$ -
4	September 6, 2022	\$ 2,250.00
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CHANGE ORDER TOTAL = \$ 2,155.00

Contract Time Remaining

Contract Period: _____
Original Contract Date: October 21, 2019
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: _____
Time Used to Date: _____
Contract Time Remaining: _____

RESOLUTION

RESOLUTION ACCEPTING THE SW DES MOINES STREET – PRAIRIE TRAIL TO MAGAZINE NATIVE PLANTING WITH REDBUD LANDSCAPING, LLC

WHEREAS, on the 21st day of October, 2019, the City of Ankeny entered into contract with Redbud Landscaping, LLC of Des Moines, Iowa, for the construction of certain public improvements generally described as construction of the SW Des Moines Street – Prairie Trail to Magazine Native Planting 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 November 21, 2022.

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

Section 1. 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 \$79,596.00 as shown in the report of the Engineer.

PASSED AND APPROVED on this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Diamond Hills Greenway - Stream Repairs: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$1,747.12; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with On Track Construction LLC in the amount of \$299,747.12; and d) Final Payment #3 in the amount of \$56,525.94; and Retainage Payment in the amount of \$14,987.36.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to On Track Construction LLC on the Diamond Hills Greenway - Stream Repairs project.

The Diamond Hills Greenway - Stream Repairs project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #1 increasing the contract amount by \$1,747.12.

b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the Diamond Hills Greenway - Stream Repairs project and establishes the final contract amount to be \$299,747.12.

d) Final Payment: On Track Construction LLC = \$56,525.94

Retainage Payment: On Track Construction LLC = \$14,987.36

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #1 increasing the contract amount by \$1,747.12.
2. Accept the Engineer's Certificate of Completion for the Diamond Hills Greenway - Stream Repairs project.
3. Adopt the Resolution accepting the Diamond Hills Greenway - Stream Repairs project in the final contract amount of \$299,747.12
4. Authorize Final Payment in the amount of \$56,525.94, and Retainage Payment in the amount of \$14,987.36

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 16, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order No. 1
 Certificate of Completion
 Pay Application No. 3
 Resolution

CHANGE ORDER FORM



Project Title: Diamond Hills Greenway - Stream Repairs
Contractor: On Track Construction, LLC
Address: 1435 West F. Ave., Nevada, IA 50201
Finance Budget Code: 680.3680.4453 **Finance Project #** 680.4453
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 16, 2022 **Vendor #** 9363

Change Order Number: 1

Change Order Date: November 21, 2022

Purpose of Change Order:

Finalize quantities used during construction.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.03	EXCAVATION, CLASS 10, BORROW	CY	80.00	\$ 107.00	\$ 8,560.00
4.16	EXTEND EXISTING SUBDRAIN TO PROPOSED GRADE.	EA	2.00	\$ 1,560.00	\$ 3,120.00
7.01	REMOVAL OF SIDEWALK	SY	126.00	\$ 12.60	\$ 1,587.60
7.02	SIDEWALK, PCC, 5-INCH, NON-REINFORCED	SY	126.00	\$ 65.70	\$ 8,278.20
9.01	TEMPORARY SEEDING FOR EROSION CONTROL	AC	(2.11)	\$ 808.00	\$ (1,704.88)
9.02	CONVENTIONAL SEEDING, TYPE 3	AC	(1.87)	\$ 1,616.00	\$ (3,021.92)
9.03	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.17	\$ 4,040.00	\$ 686.80
9.04	MULCHING - BONDED FIBER MATRIX	AC	(2.71)	\$ 4,292.50	\$ (11,632.67)
9.05	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2D	SY	(1,469.40)	\$ 1.80	\$ (2,644.92)
9.06	RIP RAP, CLASS D	TN	11.89	\$ 129.00	\$ 1,533.81
9.07	RIP RAP, CLASS D, GROUT ENCASED	TN	(8.00)	\$ 690.00	\$ (5,520.00)
9.09	STRAW WATTLE, 9-INCH DIA.	LF	62.00	\$ 7.60	\$ 471.20
9.1	STRAW WATTLE, 9-INCH DIA., REMOVAL OF DEVICE	LF	62.00	\$ 2.00	\$ 124.00
9.12	TURF REINFORCEMENT MAT, TYPE 2	SY	(106.00)	\$ 7.10	\$ (752.60)
12.01	CONVENTIONAL SEEDING, TYPE 2	AC	0.71	\$ 3,750.00	\$ 2,662.50
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 1,747.12**

Contractor Accepted: On Track Construction, LLC

Firm Name: On Track Construction, LLC
 Digitally signed by Joe Winter
 Date: 2022.11.09 14:54:50 -0500
 Signature: Joe Winter Date: 11/9/2022

Engineer Approved: Nilles Associates, Inc.

Firm Name: Nilles Associates, Inc.
 Digitally signed by Jake Nilles
 DN: C=US, E=jaken@nillesinc.com,
 O=Nilles Associates, Inc., CN=Jake Nilles
 Date: 2022.11.09 15:03:43 -0500
 Signature: [Signature] Date: 11/9/2022

Owner Accepted: City of Ankeny

Signature: [Signature] Title: Mayor
 Date: 11/21/2022

Attest for Owner:

Signature: [Signature] Title: City Clerk
 Date: 11/21/2022

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 298,000.00
1	November 7, 2022	\$ 1,747.12
2		
3		
4		
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14		
15		

Revised Contract Amount **\$ 299,747.12**

CERTIFICATE OF COMPLETION

DIAMOND HILLS GREENWAY – STREAM REPAIRS

Ankeny, Iowa

November 21, 2022

This is to certify that the construction improvements on the **Diamond Hills Greenway Stream Repairs** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$299,747.12**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jake Nilles".

Jake Nilles

P.E., C.P.E.S.C

Nilles Associates, Inc.

Iowa License Number 26369

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Diamond Hills Greenway - Stream Repairs
Contractor: On Track Construction, LLC
Address: 1435 West F. Ave., Nevada, IA 50201
Finance Budget Code: 680.3680.4453 **Finance Project #** 680.4453
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 16, 2022 **Vendor #** 9363

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 3 (final)
PAYMENT PERIOD: From: September 6, 2022 Through: October 21, 2022

Contract Summary

Original Contract Amount:	\$	298,000.00	
Net change by Change Orders:	\$	1,747.12	
Contract Amount to Date: (line 1 ± 2)	\$	299,747.12	
Total completed and stored to date:	\$	299,747.12	
Retainage: 5 % of Completed Work:	\$	14,987.36	
Total Earned less Retainage:	\$	284,759.76	
Less previous applications for payment:	\$	228,233.82	
SUBTOTAL	\$	56,525.94	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 56,525.94

Balance to finish, including retainage: \$ 14,987.36

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: On Track Construction, LLC
Firm Name
Joe Winter
Digitally signed by Joe Winter
Date: 2022.11.09 14:54:05-06'00'
Signature Date 11/9/2022

Engineer / Consultant Approval: Nilles Associates, Inc.
Digitally signed by Jake Nilles
DN: C=US, E=jaken@nillesinc.com,
O="Nilles Associates, Inc", CN=Jake Nilles
Date: 2022.11.09 15:06:00-06'00'
Signature Date 11/9/2022

City of Ankeny Staff Approval:
Becky Ford
Signature Date 11/9/2022

Submit to: Becky Ford P.E., CFM - Stormwater & Environmental Manager
E-mail: Bford@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING BY AREA	AC	0.83		0.83	\$ 50,000.00	\$ 41,500.00		-	0.83	0.83	\$ 41,500.00	0.00	100.00%
2.02	EXCAVATION, CLASS 10	CY	405		405	\$ 91.00	\$ 36,855.00		-	405.00	405	\$ 36,855.00	0	100.00%
2.03	EXCAVATION, CLASS 10, BORROW	CY	64	80.00	144	\$ 107.00	\$ 15,408.00	80	\$ 8,560.00	64.00	144	\$ 15,408.00	0	100.00%
2.04	EXCAVATION, CLASS 13	CY	10		10	\$ 169.00	\$ 1,690.00		-	10.00	10	\$ 1,690.00	0	100.00%
SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, RCP, 24-INCH DIA	LF	64		64	\$ 142.00	\$ 9,088.00		-	64.00	64	\$ 9,088.00	0	100.00%
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH DIA	LF	78		78	\$ 130.00	\$ 10,140.00		-	78.00	78	\$ 10,140.00	0	100.00%
4.03	STORM SEWER, TRENCHED, RCP, 15-INCH DIA	LF	33		33	\$ 105.00	\$ 3,465.00		-	33.00	33	\$ 3,465.00	0	100.00%
4.04	STORM SEWER, TRENCHED, HDPE, 18-INCH DIA	LF	3		3	\$ 885.00	\$ 2,685.00		-	3.00	3	\$ 2,685.00	0	100.00%
4.05	STORM SEWER, TRENCHED, MATERIAL SELECTION OPTIONAL, 15-INCH DIA	LF	91		91	\$ 103.00	\$ 9,373.00		-	91.00	91	\$ 9,373.00	0	100.00%
4.06	REMOVAL OF STORM SEWER, HDPE, 18-INCH DIA	LF	21		21	\$ 30.00	\$ 630.00		-	21.00	21	\$ 630.00	0	100.00%
4.07	CONNECTION TO EXISTING CULVERT, RCP, 66-INCH DIA	EA	1		1	\$ 3,300.00	\$ 3,300.00		-	1.00	1	\$ 3,300.00	0	100.00%
4.08	PIPE APRON, RCP, 24-INCH	EA	1		1	\$ 2,628.00	\$ 2,628.00		-	1.00	1	\$ 2,628.00	0	100.00%
4.09	PIPE APRON, RCP, 18-INCH	EA	2		2	\$ 2,247.00	\$ 4,494.00		-	2.00	2	\$ 4,494.00	0	100.00%
4.10	PIPE APRON, RCP, 15-INCH	EA	1		1	\$ 2,160.00	\$ 2,160.00		-	1.00	1	\$ 2,160.00	0	100.00%
4.11	REMOVAL OF PIPE APRON LESS THAN 36-INCH DIA	EA	4		4	\$ 780.00	\$ 3,120.00		-	4.00	4	\$ 3,120.00	0	100.00%
4.12	REMOVAL OF PIPE APRON, GUARD, AND FOOTING LESS THAN 36-INCH DIA	EA	1		1	\$ 820.00	\$ 820.00		-	1.00	1	\$ 820.00	0	100.00%
4.13	REMOVE AND REPLACE APRON GUARD GREATER THAN 36-INCH DIA	EA	2		2	\$ 4,590.00	\$ 9,180.00		-	2.00	2	\$ 9,180.00	0	100.00%
4.14	APRON GUARD, GREATER THAN 36-INCH DIA	EA	2		2	\$ 4,590.00	\$ 9,180.00		-	2.00	2	\$ 9,180.00	0	100.00%
4.15	CONNECT EXISTING SUBDRAIN TO PROPOSED STORM SEWER	EA	1		1	\$ 800.00	\$ 800.00		-	1.00	1	\$ 800.00	0	100.00%
4.16	EXTEND EXISTING SUBDRAIN TO PROPOSED GRADE	EA	2	2.00	4	\$ 1,560.00	\$ 6,240.00	2	\$ 3,120.00	2.00	4	\$ 6,240.00	0	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, STORM SEWER, SW-401, 48-INCH DIA	EA	4		4	\$ 6,350.00	\$ 25,400.00		-	4.00	4	\$ 25,400.00	0	100.00%
6.02	INTAKE, SW-512, 30-IN DIA	EA	1		1	\$ 3,730.00	\$ 3,730.00		-	1.00	1	\$ 3,730.00	0	100.00%
6.03	INTAKE, SW-512, 24-IN DIA	EA	1		1	\$ 3,370.00	\$ 3,370.00		-	1.00	1	\$ 3,370.00	0	100.00%
STREETS AND RELATED WORK														
7.01	REMOVAL OF SIDEWALK	SY	260	126.00	386	\$ 12.60	\$ 4,863.60	386.00	\$ 4,863.60		386	\$ 4,863.60	0	100.00%
7.02	SIDEWALK, PCC, 5-INCH, NON-REINFORCED	SY	260	126.00	386	\$ 65.70	\$ 25,360.20	386.00	\$ 25,360.20		386	\$ 25,360.20	0	100.00%
TRAFFIC CONTROL														
8.01	TEMPORARY TRAFFIC CONTROL	LS	1		1	\$ 2,323.00	\$ 2,323.00	0.10	\$ 232.30	0.90	1.00	\$ 2,323.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	TEMPORARY SEEDING FOR EROSION CONTROL	AC	2.11	(2.11)	0.00	\$ 808.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.02	CONVENTIONAL SEEDING, TYPE 3	AC	1.91	(1.87)	0.04	\$ 1,616.00	\$ 64.64		\$ -	0.04	0.04	\$ 64.64	(0.00)	100.00%
9.03	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.20	0.17	0.37	\$ 4,040.00	\$ 1,494.80	0.36	\$ 1,454.40	0.01	0.37	\$ 1,494.80	0.00	100.00%
9.04	MULCHING - BONDED FIBER MATRIX	AC	3.78	(2.71)	1.07	\$ 4,292.50	\$ 4,592.98	1.07	\$ 4,592.975		1.07	\$ 4,592.98	0.00	100.00%
9.05	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2D	SY	1,900	(1,469.40)	431	\$ 1.80	\$ 775.08	289.00	\$ 520.20	141.60	430.60	\$ 775.08	0	100.00%
9.06	RIP RAP, CLASS D	TN	93	11.89	105	\$ 129.00	\$ 13,530.81	11.89	\$ 1,533.81	93.00	105	\$ 13,530.81	0	100.00%
9.07	RIP RAP, CLASS D, GROUT ENCASED	TN	8	(8.00)	0	\$ 690.00	\$ -		\$ -		0	\$ -	0	0.00%
9.08	RIP RAP, EROSION STONE	TN	34		34	\$ 100.00	\$ 3,400.00		\$ -	34.00	34	\$ 3,400.00	0	100.00%
9.09	STRAW WATTLE, 9-INCH DIA	LF	110	62.00	172	\$ 7.60	\$ 1,307.20	104.00	\$ 790.40	68.00	172	\$ 1,307.20	0	100.00%
9.10	STRAW WATTLE, 9-INCH DIA, REMOVAL OF DEVICE	LF	110	62.00	172	\$ 2.00	\$ 344.00	172.00	\$ 344.00		172	\$ 344.00	0	100.00%
9.11	STABILIZED CONSTRUCTION ENTRANCE	SY	115		115	\$ 27.20	\$ 3,128.00	115.00	\$ 3,128.00		115	\$ 3,128.00	0	100.00%
9.12	TURF REINFORCEMENT MAT, TYPE 2	SY	222	(106.00)	116	\$ 7.10	\$ 823.60	116.00	\$ 823.60		116	\$ 823.60	0	100.00%
MISCELLANEOUS														
11.01	MOBILIZATION	LS	1		1	\$ 36,305.71	\$ 36,305.71		\$ -	1.00	1.00	\$ 36,305.71	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1		1	\$ 1,515.00	\$ 1,515.00	1.00	\$ 1,515.00		1.00	\$ 1,515.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	CONVENTIONAL SEEDING, TYPE 3	AC	0.00	0.71	0.71	\$ 3,750.00	\$ 2,662.50	0.71	\$ 2,662.50		0.71	\$ 2,662.50	0.00	100.00%
12.02						\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03						\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04						\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05						\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 239,747.12 PAY PERIOD = \$ 59,500.99

COMPLETED = \$ 239,747.12

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 54,497.99
2	September 19, 2022	\$ 173,735.83
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Previous Applications for Payment

No.	Date	Amount
36		
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PREVIOUS PAY APP TOTAL = \$ 228,233.82

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	\$ 1,747.12
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CHANGE ORDER TOTAL = \$ 1,747.12

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 16, 2022
Original Contract Time:	40.0
Added by Change Order:	
Contract Time to Date:	40.0
Time Used to Date:	40.0
Contract Time Remaining:	0.0

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE DIAMOND HILLS GREENWAY - STREAM REPAIRS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE DIAMOND HILLS GREENWAY - STREAM REPAIRS

WHEREAS, on the 16th day of May, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with On Track Construction, LLC of Nevada, Iowa, for the construction of certain public improvements generally described as the Diamond Hills Greenway - Stream Repairs; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on November 21, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$299,747.12, as shown in the report of the Engineer.

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

2022 Shade Canopy Assembly and Installation Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Brothers Cleaning Corporation in the amount of \$56,330.00; c) Change Order #1 for \$2,200.00; d) Final Payment #1 in the amount of \$53,513.50 / Release of Retainage in the amount of \$2,816.50.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, approval of Change Order #1 and the final and retainage payments to Brothers Cleaning Corporation, of Des Moines, Iowa for the 2022 Shade Canopy Assembly and Installation project.

The project is now complete. A series of actions are needed in order to close out this construction project:

1. Certificate of Completion: The attached Certificate of Completion from the project states that the work performed was in substantial conformance with the plans and specifications.

2. Resolution accepting the Public Improvements: This Resolution approves and adopts the Certificate of Completion on the 2022 Shade Canopy Assembly and Installation project and establishes the final contract amount to be \$56,330.00.

3. Change Order #1 increasing the contract by \$2,200.00

4. Final Payment: Brothers Cleaning Corporation = \$53,513.50

Retainage Payment: Brothers Cleaning Corporation = \$2,816.50

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion for the 2022 Shade Canopy and Installation project.

2. Adopt the Resolution accepting the 2022 Shade Canopy and Installation project in the final contract amount of \$56,330.00.

3. Authorize Final Payment in the amount of \$53,513.50 and Retainage Payment in the amount of \$2,816.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

September 6, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #1
 Pay App #1 Final
 Resolution

CERTIFICATE OF COMPLETION

Shade Canopy Assembly and Installation

Ankeny, Iowa

November 21, 2022

This is to certify that the construction improvements on the ***Shade Canopy Assembly and Installation*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$56,330.00***. I hereby recommend acceptance of the project.

Respectfully submitted,

*Nick Lenox
Parks & Recreation Director
City of Ankeny*

city of
Ankeny
Bringing it all together

Date Printed: 11/15/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Shade Canopy Assembly and Installation
Contractor: Brothers Cleaning Corporation
Address: 4000 Colfax Ave, Des Moines, 50317
Finance Budget Code: 931.2931.4408 Finance Project #: 931.4408 2931
Vendor Project #: NA Purchase Order #: NA
Original Contract Date: _____ Vendor Account #: 11611

Date of Council Meeting: November 21, 2022 Payment Application #: 1

Payment Period: From: September 2, 2022 Through: November 11, 2022

Contract Summary:

Original Contract Amount:	\$	54,130.00	
Net Change by Change Orders:	\$	2,200.00	
Contract Amount to Date: (line 1 ± 2)	\$	56,330.00	
Total Completed and Stored to Date:	\$	56,330.00	
Retainage: <u>5</u> % of Completed Work:	\$	2,816.50	
Total Earned Less Retainage:	\$	53,513.50	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	53,513.50	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 53,513.50

Balance to Finish, Including Retainage: \$ 2,816.50

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: Brothers Cleaning Corporation

Signature: Jose Valero Date: 11/15/22

Engineer / Consultant Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: Nick Lenox Date: 11/15/22

Submit to: Nick Lenox, Director of Parks & Recreation
E-mail: nlenox@ankenyiowa.gov Phone Number: 515-963-3676

Date Printed: 11/15/2022

RESOLUTION

RESOLUTION ACCEPTING THE 2022 SHADE CANOPY AND INSTALLATION PROJECT WITH BROTHERS CLEANING CORPORATION

WHEREAS, on the 6th day of September, 2022, the City of Ankeny entered into contract with Brothers Cleaning Corporation of Des Moines, Iowa, for the construction of certain public improvements generally described as construction of the 2022 Shade Canopy and Installation 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 November 21, 2022.

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

Section 1. 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 \$56,330.00 as shown in the report of the Engineer.

PASSED AND APPROVED on this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Rock Creek Greenway Trail Improvements: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Brothers Cleaning Corporation in the amount of \$117,430.00; c) Final Payment #2 in the amount of \$5,890.00 / Release of Retainage in the amount of \$5,871.50.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and the final and retainage payments to Brothers Cleaning Corporation, of Des Moines, Iowa for the Rock Creek Greenway Trail Improvements project.

The project is now complete. A series of actions are needed in order to close out this construction project:

a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the Rock Creek Greenway Trail Improvements project and establishes the final contract amount to be \$117,430.00.

c) Final Payment: Brothers Cleaning Corporation = \$5,890.00

Retainage Payment: Brothers Cleaning Corporation = \$5,871.50

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Engineer's Certificate of Completion for the Rock Creek Greenway Trail Improvements project.

2. Adopt the Resolution accepting the Rock Creek Greenway Trail Improvements project in the final contract amount of \$117,430.00.

3. Authorize Final Payment in the amount of \$5890.00 and Retainage Payment in the amount of \$5,871.50

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 5, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion

 Pay App #2 FINAL
 Resolution

CERTIFICATE OF COMPLETION

ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

Ankeny, Iowa

November 21, 2022

This is to certify that the construction improvements on the ***Rock Creek Greenway Trail Improvements*** have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$117,430.00***. I hereby recommend acceptance of the project.

Respectfully submitted,

Clay R. Schneckloth, PLA
Project Manager
Snyder & Associates, Inc.
Iowa License Number 512

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: ROCK CREEK GREENWAY TRAIL IMPROVEMENTS
Contractor: BROTHERS CLEANING CORPORATION
Address: 400 COLFAX AVENUE, DES MOINES, IA 50317
Finance Budget Code: **Finance Project #**
Vendor Project or Invoice #: 1 **PO #** n/a
Original Contract Date: June 6, 2022 **Vendor #** n/a

Date of Council Meeting: November 21, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 1, 2022 Through: November 4, 2022

Contract Summary

Original Contract Amount:	\$	112,905.00	
Net change by Change Orders:	\$	4,525.00	
Contract Amount to Date: (line 1 ± 2)	\$	117,430.00	
Total completed and stored to date:	\$	117,430.00	
Retainage: 5 % of Completed Work:	\$	5,871.50	
Total Earned less Retainage:	\$	111,558.50	
Less previous applications for payment:	\$	105,668.50	
SUBTOTAL	\$	5,890.00	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,890.00

Balance to finish, including retainage: \$ 5,871.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: BROTHERS CLEANING CORPORATION

Signature: Jose Chibero **Firm Name:** BROTHERS CLEANING CORPORATION **Date:** 11/15/22

Engineer / Consultant Approval: Snyder & Associates Inc.

Signature: Clay Schmitt **Firm Name:** Snyder & Associates Inc. **Date:** 11/15/2022

City of Ankeny Staff Approval:

Signature: [Signature] **Date:** 11/15/22

Submit to: Nick Lenox. - Parks & Recreation Director

E-mail: NLenox@AnkenyIowa.gov **Phone:** (515) 963-3576 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.1	Mobilization / Construction Fence	LS	1		1	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.1	Demolition of Vegetation	LS	1		1	\$ 16,100.00	\$ 16,100.00	1.00	\$ 16,100.00	-	100.00%
2.1	Grading	LS	1		1	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.2	12" CMP Pipe	LF	57		57	\$ 60.00	\$ 3,420.00	57.00	\$ 3,420.00	-	100.00%
2.3	24" CMP Pipe	LF	40		40	\$ 85.00	\$ 3,400.00	40.00	\$ 3,400.00	-	100.00%
3.1	12" FES	EA	4		4	\$ 800.00	\$ 3,200.00	4.00	\$ 3,200.00	-	100.00%
3.1	24" FES	EA	2		2	\$ 1,200.00	\$ 2,400.00	2.00	\$ 2,400.00	-	100.00%
3.2	5" Depth PCC Sidewalk	SF	7518		7,518	\$ 7.50	\$ 56,385.00	7,518.00	\$ 56,385.00	-	100.00%
3.3	Standard Seed Mix	LS	1		1	\$ 6,200.00	\$ 6,200.00	1.00	\$ 6,200.00	-	100.00%
4.1	Erosion Control	LS	1		1	\$ 4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	-	100.00%
4.2	Rip Rap	TN	20		20	\$ 80.00	\$ 1,600.00	20.00	\$ 1,600.00	-	100.00%
	CO#1										
	4" Subdrain Pipe	LF		95.00	95	\$ 35.00	\$ 3,325.00	95.00	\$ 3,325.00	-	100.00%
	Additional Tree Removal	LS		1.00	1	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	-	100.00%
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74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 117,430.00

\$ 117,430.00

0.00%

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

WHEREAS, on the 5th day of July, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Brothers Cleaning Corporation of Des Moines, Iowa, for the construction of certain public improvements generally described as the Rock Creek Greenway Trail Improvements; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on November 21, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$117,430.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 21st day of December, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to authorize the Mayor to sign an amended Automatic Aid Agreement with Polk City.

EXECUTIVE SUMMARY:

Polk City has notified us that they would like to amend the current 28E automatic aid agreement between the City of Ankeny Fire Department and the Polk City Fire Department. This agreement was most recently updated on July 1, 2022 with the appointment of a new Fire Chief in Polk City. Polk City now wishes to discontinue our current practice of forward deployment of an ambulance from one city to the other city when the host city is experiencing a high 911 call volume. This is known as a “change of quarters” ambulance. The Ankeny Fire Department enjoys a very good working relationship with Polk City and staff agrees with their request. Our agreement requires 60-days’ notice, so the revised agreement will go into effect on January 1, 2023.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Termination Letter
 Resolution
 Automatic Aid Agreement

CITY OF POLK CITY

Fire Chief James Clack

City of Ankeny

120 NW Ash Dr

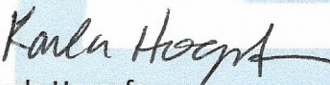
Ankeny, IA 50023

Dear Chief Clack:

I am writing to you today to request the termination of the EMS change of quarters coverage section under the automatic aid agreement between the City of Polk City and the City of Ankeny. We would like to continue with the automatic aid agreement but remove the EMS change of quarters section. With Polk City's call volume increasing and lack of staffing, we believe that we need to keep our ambulance in our community as much as possible. We believe this is what is best for our community.

The agreement requires a 60-day notice. This termination will go into effect January 1, 2023.

Thank you for understanding,


Karla Hogrefe

Polk City Fire Chief

RESOLUTION NO. 2022-142

**A RESOLUTION APPROVING AN UPDATED AUTOMATIC AID AGREEMENT
BETWEEN THE POLK CITY FIRE DEPARTMENT AND THE ANKENY FIRE
DEPARTMENT**

WHEREAS, the Polk City Fire Chief and the Ankeny Fire Chief have in place an Automatic Aid Agreement for the two communities; and

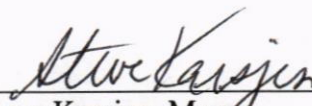
WHEREAS, the new agreement will remove EMS change of quarters and associated reimbursements; and

WHEREAS, the new agreement is in the form attached hereto as Exhibit "A"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Polk City, Iowa, that the updated Automatic Aid Agreement in the form attached hereto as Exhibit "A", is hereby approved; and

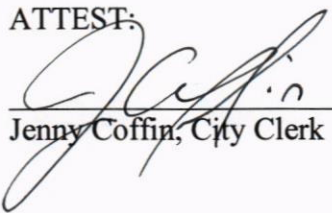
FURTHER, BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa.

DATED this 14th day of November 2022.



Steve Karsjen, Mayor

ATTEST:



Jenny Coffin, City Clerk

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 1st day of July 2022 by and between the City of Ankeny and the City of Polk City, Iowa.

AUTOMATIC AID

1. Situations Where Aid is Provided. All calls for fire and emergency medical services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Polk City and Ankeny Fire Departments. To accomplish this, the Polk County Emergency Communications Center shall simultaneously dispatch both the Polk City and Ankeny Fire Departments. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

2. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

PARAMEDIC TIERED RESPONSE

Under this Agreement either fire department may provide paramedic level tiered response or ambulance transport when requested. The transporting service shall bill the patient for every patient transport. Both Ankeny and Polk City will maintain compliance with all applicable reimbursement laws.

1. **Request for Tiered Response.** Requests for a tiered response shall be made through the Polk County Emergency Communications Center.
2. **Responsibility.** Ankeny and Polk City shall maintain responsibility for the actions of its own personnel when functioning under the direction of a paramedic-qualified employee of either department as long as the direction provided does not violate the Iowa Department of Public Health, Bureau of EMS, Scope of Practice for EMS Providers or applicable law.
3. **Ambulance Transport.** Ambulance transport shall be provided by the fire department responsible for the address where the patient is located when available.

4. Payment. When Paramedic Tiered Response Service is provided the fire department requesting the tier shall reimburse the tiering agency a sum of \$200.00 per event. When possible, disposable supplies shall be provided by the transporting service.

PARAMEDIC INTEROPERABILITY

Each department has developed Standard Operating Procedures approved by the department's medical director that allow paramedic qualified personnel to utilize either services patient care equipment including the monitor/defibrillator, intravenous and pharmacy supplies while functioning under their own department protocols.

AUTOMATIC AID ENGINE COMPANY AND CHIEF OFFICER RESPONSE

As part of this Agreement, both Ankeny and Polk City will respond (when available) with a staffed engine company and Chief Officer to all reported or confirmed structure fires at locations within all the fire districts serviced by both Ankeny and Polk City. The dispatch of an engine company and Chief Officer will be made with the initial dispatch to the reported fire by the Polk County Emergency Communications Center.

PERSONNEL AND EQUIPMENT

The Polk City Fire Chief and the Ankeny Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases, responses will be consistent with the established Polk County Tiered Emergency Assets Management System (TEAMS) response cards. Any other required personnel and/or equipment will be determined by the incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units to their home city as quickly as possible.

LIABILITY/INDEMNIFICATION

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each city shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either

department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

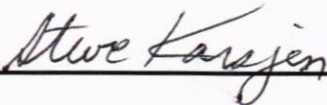
CITY OF ANKENY, IOWA

Mark Holm, Mayor

Attest:

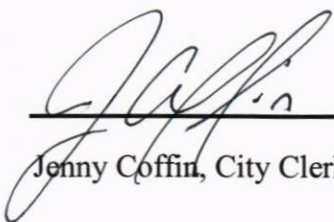
Michelle Yuska, City Clerk

CITY OF POLK CITY, IOWA



Steve Karsjen, Mayor

Attest:



Jenny Coffin, City Clerk

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2. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

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department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

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TERMINATION

Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

CITY OF ANKENY, IOWA

Mark Holm, Mayor

Attest:

Michelle, City Clerk

CITY OF POLK CITY, IOWA

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

The Ankeny Fire Department, as a Ground Emergency Medical Transportation (GEMT) provider, is required to enter into an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services to voluntarily participate in the Emergency Medical Services (EMS) revenue program.

The program is designed to bridge the gap between actual costs for EMS transports and what Medicaid reimburses. The Fire Department will receive a cost-based, supplemental payment on a prospective basis for emergency ground transportation of Medicaid Fee-for-Service (FFS) and Medicaid Managed Care (MCO) patients.

The Intergovernmental Transfer Agreement (IGT) is necessary to transfer funds to and from the State of Iowa. This agreement provides the ability to capture revenue and return to the State their share of GEMT payments.

FISCAL IMPACT: Yes

It is estimated that the GEMT revenues to the City will be approximately \$476,000 in FY 2024, after transferring the required revenue to the State. This is based on an average of 700 Medicaid calls for service annually.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Intergovernmental Transfer of Public Funds Agreement between the Iowa Department of Human Services and the Ankeny Fire Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Intergovernmental Transfer of Funds Agreement

**INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT
BETWEEN
THE IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND**

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Health and Human Services (IDHHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Exhibit A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.
2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such provider agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the IDHHS.
3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to IDHHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by IDHHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to IDHHS equivalent to the non-federal share of the payments to be made upon notification by IDHHS.
4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

For:

GEMT Provider

Printed Name: _____

Title: _____

Address: _____

E-mail address _____

For IDHHS:

Printed Name: Iowa Department of Health and Human Services

Title: Iowa Medicaid

Address: 1305 East Walnut Street

Des Moines, IA 50319

E-mail address: costaudit@dhs.state.ia.us

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an “overpayment” subject to return to the IDHHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.
9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the IDHHS and the GEMT Provider.
10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.
11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2023 and ending June 30, 2024. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.
12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

GEMT Provider

Signature

Date

Printed Name

Title

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Director

Date

Updated August 16, 2022

Attachment A – Approved State Plan Amendment IA-19-002

State/Territory:

IOWA

Methods and Standards for Establishing Payment Rates for Other Types of Care**Supplemental payment for publicly owned or operated ground emergency medical transportation providers**

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.
2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.
3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.
4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. “Eligible GEMT Provider” means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:
 - a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.
 - b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.
 - c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.
6. “Dry Run” means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.
7. “GEMT Transport” means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.
8. “GEMT Services” means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.
 - a. “Advanced Life Support” means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- b. “Limited-Advanced Life Support” means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.
 - c. “Basic Life Support” means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.
9. “Service Period” means the period from July 1 through June 30 of each SFY.
10. “Shift” means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.
2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.
4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred**) provided for the applicable service period.
 - a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

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State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

- b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.
- c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.
- d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

- 1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.
- 2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.
4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.
5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.
2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.
3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019

State/Territory:

IOWA

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.
2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.
3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

State Plan TN #	IA-19-002	Effective	July 1, 2019
Superseded TN #	NEW	Approved	July 12, 2019



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-59

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-59

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2122: An Ordinance amending Chapter 94.05 of the Municipal Code of the City of Ankeny, Water Connection Districts Established.

EXECUTIVE SUMMARY:
Accept third consideration of Ordinance 2122 amending the Water Connection Districts to add NW Weigel Drive Water Connection District 2.

FISCAL IMPACT: **No**
The intent of the connection district is to recover the city's costs associated with the 16" water main constructed with the NW 36th Street and NW Weigel Drive Water Main project.

CITY MANAGER'S RECOMMENDATIONS:
Accept third consideration of ORDINANCE 2122 amending the water district to include the additional area included within the NW Weigel Drive Water Connection District 2.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

September 19th, 2022: The City Council approved Resolution 2022-426 setting a public hearing on the proposed adoption of an ordinance to establish a benefited district and connection fees for the NW Weigel Drive Water Connection District 2. (date of hrg: 10/17/2022 @ 5:30 p.m.)

October 17th, 2022: Public Hearing held on the proposed adoption of an ordinance to establish a benefited district and connection fees for the NW Weigel Drive Water Connection District 2.

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2122, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Map

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 94.05 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, WATER CONNECTION DISTRICTS ESTABLISHED.

WHEREAS, the City of Ankeny has established water and sewer connection fee districts in Chapter 94 of the Ankeny Municipal Code; and

WHEREAS, the City Council proposes that the costs of extending improvements not assessed to properties specially benefitted thereby should be recovered by the imposition of a connection fee upon the owners of properties which connect to and derive service from the municipal water main utility; and

WHEREAS, the following connection fee ordinance has been prepared for said purpose, which ordinance establishes a certain connection fee district to be known as the NW Weigel Drive Water Connection District 2, and provides that property owners within said district would be eligible to connect to the water main utility upon application therefor and payment of a connection fee in the amount prescribed to be connected to and served by the water main utility.

NOW, THEREFORE, be it Ordained by the City Council of the City of Ankeny, Iowa:

Section 1. That the Municipal Code of the City of Ankeny, Iowa, be and is hereby amended by adding a new Section, as follows:

94.05.15 NW Weigel Drive Water Connection District 2

A. NW Weigel Drive Water Connection District 2 means and includes only the following described real estate and as shown on an exhibit on file in the office of the Director of Public Works:

-S 250 F W 120 F NE 1/4 SW 1/4 LESS .19 A RD SEC 9-80-24 & S 250F E 80F W 200F NE 1/4 SW 1/4 SEC 9-80-24

GEOPARCEL NUMBERS 8024-09-300-007 & 8024-09-300-008; and

-EX S 250F W 200F- S 1/2 NE 1/4 SW 1/4 LESS .31A RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-300-006; and

-N 1/2 NE 1/4 SW 1/4 S OF UP RR LESS .5A RD EAS SEC 9-80-24

GEOPARCEL NUMBER 8024-09-300-005; and

-E 1/2 NW 1/4 LYG SW OF RY LESS RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-100-004; and

-E 1/2 NW 1/4 LYG NE OF RY LESS RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-100-005

-EX S 629.52F N 1458.35F E 278.32F- W 1/2 NW ¼ LYG NE OF RY LESS RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-100-001

-W 1/2 NW 1/4 LYG SW OF RY LESS RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-100-003

-EX S 272.25F N 1106.36F W 160F E 193F- NW 1/4 SW 1/4 LESS RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-300-001

-S 272.25F N 1106.36F W 160F E 193F NW 1/4 SW ¼ SEC 9-80-24

GEOPARCEL NUMBER 8024-09-300-002

-EX E 33F RD EAS- S 629.52F N 1458.35F E 278.32F W 1/2 NW 1/4 SEC 9-80-24

GEOPARCEL NUMBER 8024-09-100-002

-W 1/2 SW 1/4 -EX N 719 FT- LESS 2.5 A RD SEC 4-80-24

GEOPARCEL NUMBER 8024-04-300-002

-S 36.50 A E 1/2 SW 1/4 LESS 2 A RD SEC 4-80-24

GEOPARCEL NUMBER 8024-04-300-005

-NW 1/4 NE 1/4 LESS .99A RD SEC 9-80-24

GEOPARCEL NUMBER 8024-09-200-001

-EX S 379.5F- NE 1/4 NE 1/4 LESS 2.04A RD SEC 09-80-24

GEOPARCEL NUMBER 8024-09-200-003

-S 1/2 SE 1/4 LESS RD SEC 4-80-24

GEOPARCEL NUMBER 8024-04-400-002

- B. The owner of any parcel included within the NW Weigel Drive Water Connection District 2 desiring to make a residential service connection to the NW 36th Street and NW Weigel Drive Water Main shall pay a connection fee in the amount of \$3,000.00 to the City. Such connection fee is in lieu of, and not in addition to, the fees set forth in Section 94.04, subsections 1 through 4.
- C. In the event any parcel within the NW Weigel Drive Water Connection District 2 is developed for industrial or commercial use, or is subdivided for industrial, commercial or residential use and additional structures are permitted thereon, the owner or developer of the parcel shall be required to pay the fees for the right to make connections to the NW 36th Street and NW Weigel Drive Water Main or extensions of mains connected to the NW 36th Street and NW Weigel Drive Water Main as is necessary for their development. The fee will be paid prior to the connection, in the case of service connections to industrial or commercial buildings, or prior to City approval of construction contracts for a water main extension to serve a subdivision. The fees are determined in two components: cost per frontage foot on the NW 36th Street and NW Weigel Drive Water Main, or cost per acre within the subdivision plat. The cost for each component is as follows, and the total connection fee will be the least of the two components, or \$3,000.00, whichever is greater:

<u>Effective Date</u>	<u>Water Connection Fee</u>	
	<u>(per acre)</u>	<u>(per frontage foot)</u>
Prior to and through December 31, 2022	\$2,975.18	\$85.57
January 1, 2023	\$3,055.21	\$91.48
January 1, 2024	\$3,135.24	\$97.39
January 1, 2025	\$3,215.27	\$103.30
January 1, 2026	\$3,295.30	\$109.21
January 1, 2027	\$3,375.33	\$115.12
January 1, 2028	\$3,455.36	\$121.03
January 1, 2029	\$3,535.39	\$126.94
January 1, 2030	\$3,615.42	\$132.85
January 1, 2031 and thereafter	\$3,695.45	\$138.76

Such connection fee is in addition to the fees set forth in Section 94.04, subsections 1 through 4.

- D. Nothing in this section is intended to preclude future further extensions, by the City or upon approval of the City, of the NW 36th Street and NW Weigel Drive Water Main for the purpose of providing water service to property other than established parcels included in the NW Weigel Drive Water Connection District 2. It is the intent of this section that, whether or not the NW 36th Street and NW Weigel Drive Water Main is hereafter further extended, no direct service connections shall be made to that portion of the NW 36th Street and NW Weigel Drive Water Main defined hereunder as the NW 36th Street and NW Weigel Drive Water Main, except as provided for hereunder.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Severability. If any section, subsection, provision, sentence, clause, phrase or other 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, subsection, provision, sentence, clause, phrase or other part hereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2022.

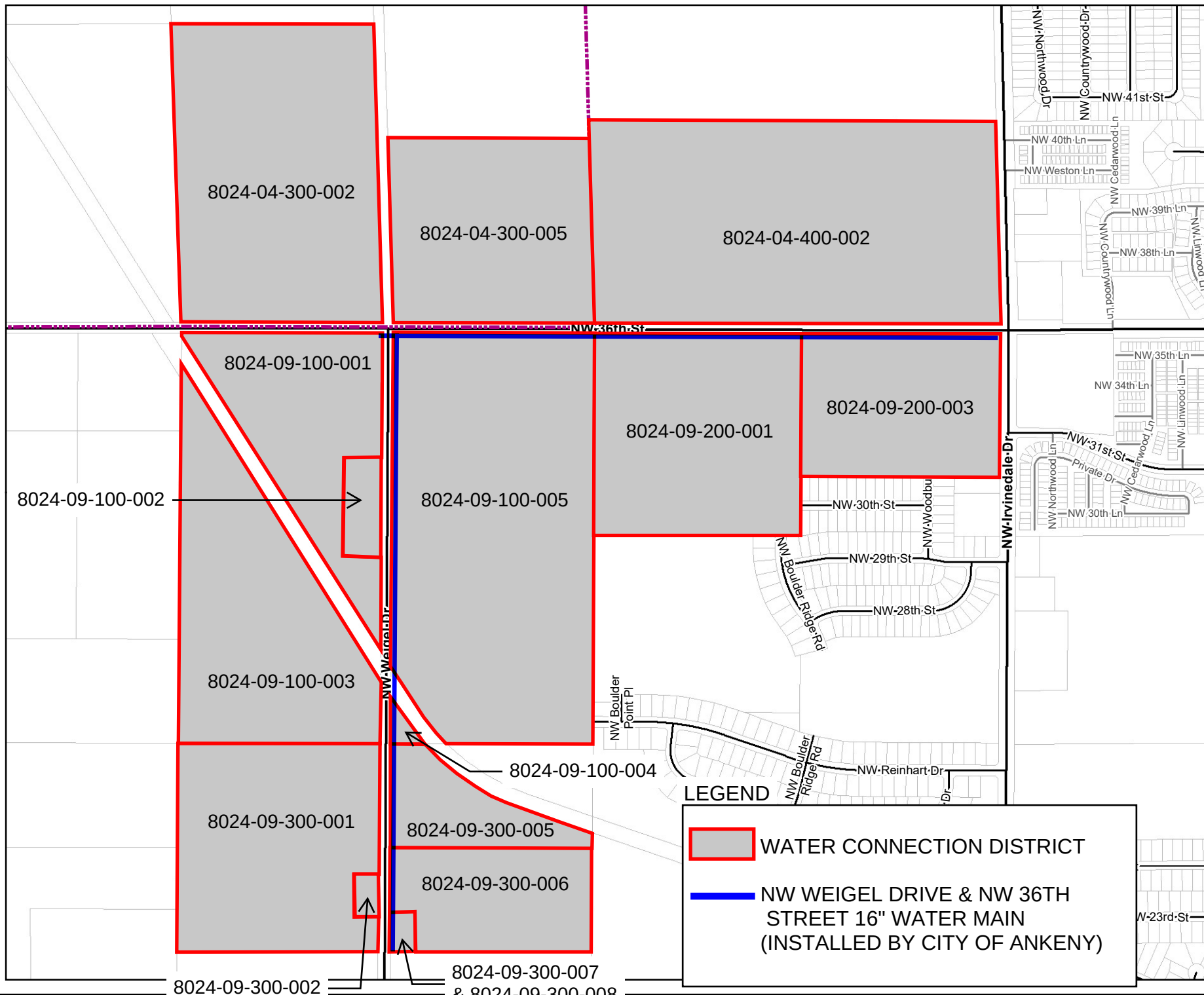
Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con 10/17/22 (Public Hearing)
2nd Con _____
3rd Con _____



NW Weigel Drive Water Connection District 2 - Location Map



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2123: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by DRA Properties, LC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of ORDINANCE 2123 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2123 amending the Zoning Regulations.

Action. Consider motion to accept and consideration of ORDINANCE, **2123**, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY DRA PROPERTIES, LC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of September 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by DRA Properties, LC, to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

WHEREAS, on the 21st day of November, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

Parcel 2021-228 of the North Half of the Southwest Quarter of Section 32, Township 80 North, Range 23 West, of the 5th Principal Meridian, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 18970, Page 881; AND that part of the Southwest Quarter of the Northwest Quarter of said Section 32 and the West Half of the Southeast Quarter of the Northwest Quarter of said Section 32; all of which is located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Beginning at the southwest corner of said Parcel 2021-228; thence North 00 degrees 45 minutes 02 seconds East, along the east right-of-way line of SE Four Mile Drive, a distance of 49.17 feet; thence northeasterly 420.50 feet along a curve to the right, tangent to the last described line, continuing along said east right-of-way line of SE Four Mile Drive, having a radius of 755.00 feet, a delta angle of 31 degrees 54 minutes 41 seconds and a chord distance of 415.09 feet which bears North 16 degrees 42 minutes 22 seconds East; thence North 32 degrees 39 minutes 43 seconds East, tangent to the last described curve, continuing along said east right-of-way line of SE Four Mile Drive, a distance of 566.03 feet; thence northeasterly 846.64 feet along a curve to the left, tangent to the last described line, continuing along said east right-of-way line of SE Four Mile Drive, having a radius of 975.00 feet, a delta angle of 49 degrees 45 minutes 09 seconds and a chord distance of 820.29 feet which bears North 07 degrees 47 minutes 08 seconds East, to the southeasterly line of that part of said Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477; thence North 50 degrees 45 minutes 16 seconds East, along said southeasterly line of that part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477, a distance of 420.64 feet, to the northeasterly line of said part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line of that part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477, a distance of 279.26 feet, to the south line of the North Half of said Northwest Quarter of Section 32; thence South 89 degrees 55 minutes 10 seconds East, along said south line of the North Half of said Northwest Quarter of Section 32, a distance of 1241.21 feet, to the east line of the West Half of Southeast Quarter of said Northwest Quarter of Section 32; thence South 00 degrees 19 minutes 35 seconds West, along said east line of the West Half of Southeast Quarter of said Northwest Quarter of Section 32, a distance of 1321.86 feet, to the north line of the North Half of said Southwest Quarter of Section 32; thence North 89 degrees 50 minutes 58 seconds West, along said north line of the North Half of the Southwest Quarter of Section 32, a distance of 379.45 feet, to the east line of said Parcel 2021-228; thence South 00 degrees 32 minutes 21 seconds West, along said east line of Parcel 2021-228, a distance of 880.99 feet, to south line of said Parcel 2021-228; thence North 89 degrees 50 minutes 58 seconds West, along

said south line of Parcel 2021-228, a distance of 1510.82 feet, to said east right-of-way line of SE Four Mile Drive and the Point of Beginning.

LAYMAN'S DESCRIPTION:

Approximately 67.10 acres (+/-) of land located along the east side of SE Four Mile Drive and one-half mile south of SE Oralabor Road

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by DRA Properties, LC, from the current R-1, One-Family Residence District to M-1, Light Industrial District.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 21st, day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2022**

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

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date September 20, 2022
Ayes 6 Nays 0 Absent 1
G. Hunter Chairperson
Brenda Chapman Secretary

APPROVED

SUBJECT PROPERTY LEGAL DESCRIPTION

Parcel 2021-228 of the North Half of the Southwest Quarter of Section 32, Township 80 North, Range 23 West, of the 5th Principal Meridian, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 18970, Page 881; AND that part of the Southwest Quarter of the Northwest Quarter of said Section 32 and the West Half of the Southeast Quarter of the Northwest Quarter of said Section 32; all of which is located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Beginning at the southwest corner of said Parcel 2021-228; thence North 00 degrees 45 minutes 02 seconds East, along the east right-of-way line of SE Four Mile Drive, a distance of 49.17 feet; thence northeasterly 420.50 feet along a curve to the right, tangent to the last described line, continuing along said east right-of-way line of SE Four Mile Drive, having a radius of 755.00 feet, a delta angle of 31 degrees 54 minutes 41 seconds and a chord distance of 415.09 feet which bears North 16 degrees 42 minutes 22 seconds East; thence North 32 degrees 39 minutes 43 seconds East, tangent to the last described curve, continuing along said east right-of-way line of SE Four Mile Drive, a distance of 566.03 feet; thence northeasterly 846.64 feet along a curve to the left, tangent to the last described line, continuing along said east right-of-way line of SE Four Mile Drive, having a radius of 975.00 feet, a delta angle of 49 degrees 45 minutes 09 seconds and a chord distance of 820.29 feet which bears North 07 degrees 47 minutes 08 seconds East, to the southeasterly line of that part of said Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477; thence North 50 degrees 45 minutes 16 seconds East, along said southeasterly line of that part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477, a distance of 420.64 feet, to the northeasterly line of said part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line of that part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477, a distance of 279.26 feet, to the south line of the North Half of said Northwest Quarter of Section 32; thence South 89 degrees 55 minutes 10 seconds East, along said south line of the North Half of said Northwest Quarter of Section 32, a distance of 1241.21 feet, to the east line of the West Half of Southeast Quarter of Section 32; thence South 00 degrees 19 minutes 35 seconds West, along said east line of the West Half of Southeast Quarter of said Northwest Quarter of Section 32, a distance of 1321.86 feet, to the north line of the North Half of said Southwest Quarter of Section 32; thence North 89 degrees 50 minutes 58 seconds West, along said north line of the North Half of the Southwest Quarter of Section 32, a distance of 379.45 feet, to the east line of said Parcel 2021-228; thence South 00 degrees 32 minutes 21 seconds West, along said east line of Parcel 2021-228, a distance of 880.99 feet, to south line of said Parcel 2021-228; thence North 89 degrees 50 minutes 58 seconds West, along said south line of Parcel 2021-228, a distance of 1510.82 feet, to said east right-of-way line of SE Four Mile Drive and the Point of Beginning.

Containing 67.10 acres more or less.

Said parcel is subject to any and all restrictions, covenants and easements of record.

PROPERTY #	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	CONSENTING
1	POLK COUNTY AVIATION AUTHORITY	10,373	20.45%	X
2	POLK COUNTY AVIATION AUTHORITY	3,330	6.56%	X
3	ROBERT M JOHNSON (TRUST) & KATHRYN M ZIMMER	6,247	12.31%	X
4	MICHAEL L WINTERMOTE & HEIDI L WINTERMOTE	2,482	4.89%	
5	JEREMY BRANDT	0,086	0.17%	
6	ANDREW W SWANSON & RHONDA L SWANSON	2,974	5.86%	
7	ELIZABETH PETERSON & DEREK PETERSON	0,015	0.03%	
8	THOMAS L TYLER	4,101	8.08%	X
9	BRADLEY O JOHNSON & BRIAN C JOHNSON	0,497	0.98%	
10	TYLER INVESTMENT COMPANY INC	8,063	15.89%	X
11	JEFFREY J WANGSNES & SHELLEY R WANGSNES	6,144	12.11%	X
12	TYLER J WANGSNES & SAMANTHA J WANGSNES	0,673	1.33%	X
13	RICHARD B LATCH & DIANA B LATCH	1,929	3.80%	
14	LLOYD D LINN	2,356	4.64%	
15	PENTA PARTNERS LLC	1,463	2.88%	X
TOTALS		50,732	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES				
2	POLK COUNTY AVIATION AUTHORITY	13,703	27.01%	X
1	ROBERT M JOHNSON (TRUST) & KATHRYN M ZIMMER	6,247	12.31%	X
1	THOMAS L TYLER	4,101	8.08%	X
1	TYLER INVESTMENT COMPANY INC	8,063	15.89%	X
1	JEFFREY J WANGSNES & SHELLEY R WANGSNES	6,144	12.11%	X
1	TYLER J WANGSNES & SAMANTHA J WANGSNES	0,673	1.33%	X
1	PENTA PARTNERS LLC	1,463	2.88%	X
8		40,393	79.62%	

LEGEND

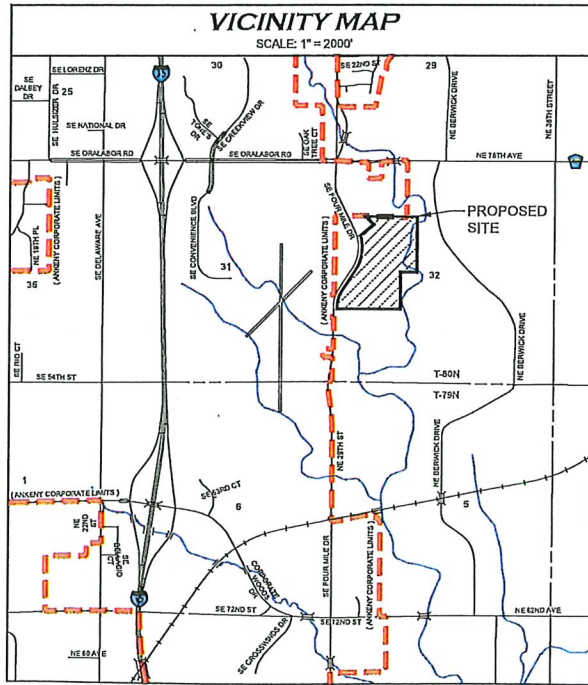
- Subject boundary line
- Section line
- Existing boundary line
- Existing easement line
- 250' Zoning notification line
- 250' Zoning notification area

PROPRIETOR / DEVELOPER

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
515 - 965 - 5251

SURVEY NOTES

- Land area: 67.10 acres
- Existing Zoning: R-1 One-Family Residence District
- Proposed Zoning: M-1 Light Industrial District





ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2124: An Ordinance vacating a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Park Plat 1, east of SW School Street at the SW 18th Street intersection.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of ORDINANCE 2124.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2124, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to Prairie Trail Commercial, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Plat
 Resolution
 Quit Claim Deed

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
LOCATED IN PART OF LOT B, PRAIRIE TRAIL PARK PLAT 1, EAST OF SW SCHOOL STREET AT
THE SW 18TH STREET INTERSECTION WITHIN HERITAGE PARK AT PRAIRIE TRAIL**

WHEREAS, pursuant to notice published in the manner required by law, on the 17th day of October, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public right-of-way, as shown on the attached Right-Of-Way Vacation Plat; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said right-of-way 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 following:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

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

PASSED AND APPROVED this 21st day of November, 2022.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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

EXHIBIT "A"

RECEIVED

SEP 01 2022

CITY OF ANKENY



NORTH



SCALE

REQUESTED BY

Prairie Trail Commercial LLC
c/o Jared Johnson
9500 University Avenue, Suite 2112
West Des Moines, Iowa 50266
Phone: (515) 556-0124

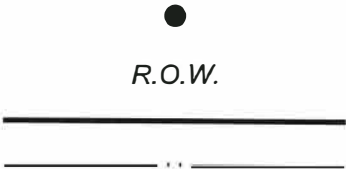
PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

SUBJECT PROPERTY
LEGAL DESCRIPTION

Lot B, PRAIRIE TRAIL PARK PLAT 1, an
official plat, located in the City of Ankeny, Polk
County, Iowa.

LEGEND



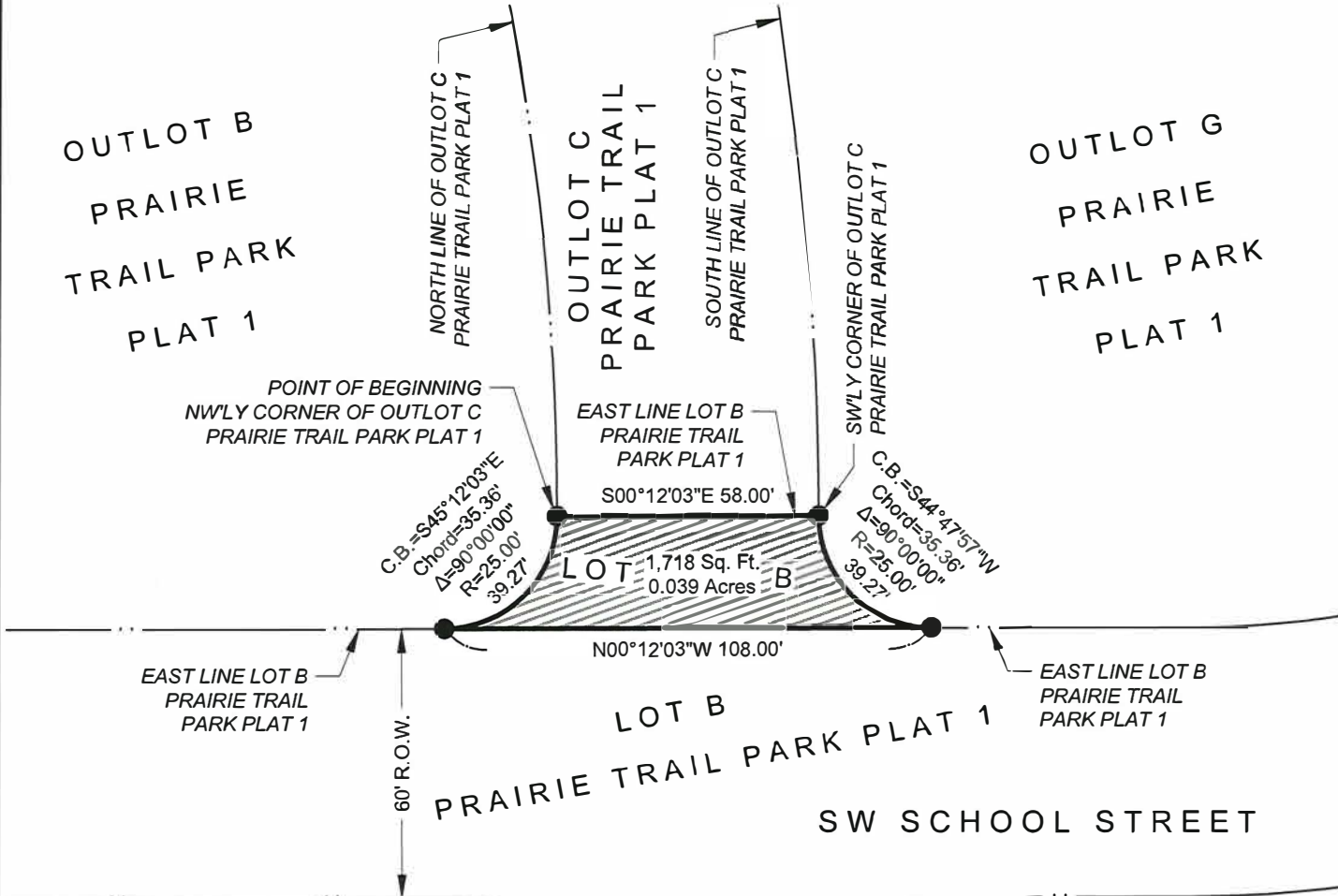
Found monument 5/8" round iron
rebar with red cap #18530
Right - of - way
Subject boundary line
Existing boundary line

DESCRIPTION OF VACATED RIGHT - OF - WAY

That part of Lot B, PRAIRIE TRAIL PARK PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Beginning at the northwesterly corner of Outlot C, said PRAIRIE TRAIL PARK PLAT 1, thence South 00 degrees 12 minutes 03 seconds East, along the east line of said Lot B, a distance of 58.00 feet; thence southwesterly 39.27 feet, along a curve to the left, not tangent to the last described line, continuing along said east line of said Lot B, having a radius of 25.00 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 35.36 feet which bears South 44 degrees 47 minutes 57 seconds West; thence North 00 degrees 12 minutes 03 seconds West, not tangent to the last described curve, a distance of 108.00 feet, to said east line of Lot B; thence southeasterly 39.27 feet along a curve to the left, not tangent to the last described line, along said east line of Lot B, having a radius of 25.00 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 35.36 feet which bears South 45 degrees 12 minutes 03 seconds East, to the Point of Beginning. Containing 0.039 acres more or less.

Said tract subject to any and all easements, covenants and restrictions of record.



CERTIFICATION



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: Adam D. Schoepfner
Name: Adam D. Schoepfner, P.L.S. No. 26306

Date: 8/31/2022

My license renewal date is December 31, 2023

Date of survey: 08/29/22

Pages or sheets covered by this seal: This sheet only

1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: RIGHT OF WAY VACATION
LOCATION: SW SCHOOL STREET ANKENY, IOWA

NAI No.: 22111	DRAWN BY: TJH	DWG No.: 1/1
DATE: 08/30/22	CHECKED BY: RJS	SHEET TITLE: RW-1

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO PRAIRIE TRAIL COMMERCIAL, LLC

WHEREAS, by Ordinance No. 2124 the City has vacated certain real estate shown on the attached Right-Of-Way Vacation Plat;

WHEREAS, Prairie Trail Commercial, LLC, has offered to purchase said real estate for an amount equal to the costs incurred by the City to vacate such property;

WHEREAS, public hearing on said vacation and sale was held on the 17th day of October, 2022, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase, determines that the offer should be accepted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the City accepts the offer of Prairie Trail Commercial, LLC to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the following described property:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 21st day of November, 2022.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Laura Hutzell, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 (515) 965-6445
Address Tax Statements: Prairie Trail Commercial, LLC, 9500 University Ave, Suite 2, West Des Moines, IA 50266

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by Prairie Trail Commercial, LLC, does hereby QUIT CLAIM unto said Prairie Trail Commercial, LLC, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

SIGNED this 21st day of November, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 21st day of **November**, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the CITY OF ANKENY, IOWA; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 21st day of **November**, 2022, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2125: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2125 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2125.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY HARDSHIP LAND LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 4th day of October 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hardship Land LLC, be rezoned from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to 10 units per acre; and,

WHEREAS, on the 5th day of December, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF
ANKENY, POLK COUNTY, IOWA EXCEPT THE SOUTH 250 FEET OF THE WEST 200 FEET THEREOF.

AND

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF
ANKENY, POLK COUNTY, IOWA, LYING SOUTH OF THE ABANDONED RAILROAD RIGHT OF WAY.

AND

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24
WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA, LYING
SOUTHWEST OF THE ABANDONED RAILROAD RIGHT OF WAY

LAYMAN'S DESCRIPTION:

APPROXIMATELY 30 ACRES OF LAND LOCATED EAST OF NW ABILENE ROAD AND NORTH OF NW 18TH
STREET.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hardship Land LLC from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to 10 units per acre.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 5th , day of December, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2126: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of **ORDINANCE** 2126 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: ~~Consider motion to accept second consideration of ORDINANCE~~ **& when**

Action. Consider motion to accept second consideration of ORDINANCE ** **,
2126.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped R-2 Rezoning Exhibit
 P&Z Stamped PUD Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY HOPE K. FARMS, LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 4th day of October 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K. Farms, LLC, to be rezoned from the current R-1, One-Family Residence District designation to R-2, One-Family and Two-Family Residence District and PUD, Planned Unity Development; and,

WHEREAS, on the 5th day of December, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

R-2 AREA 'A'

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°53'59" EAST ALONG THE NORTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 199.75 FEET; THENCE SOUTH 01°14'05" EAST, 198.86 FEET; THENCE NORTH 88°45'55" EAST, 165.00 FEET; THENCE SOUTH 01°14'05" EAST, 1434.85 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 650.00 FEET, WHOSE ARC LENGTH IS 129.50 FEET AND WHOSE CHORD BEARS NORTH 85°15'23" WEST, 129.28 FEET; THENCE NORTH 79°32'56" WEST, 57.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 800.00 FEET, WHOSE ARC LENGTH IS 156.97 FEET AND WHOSE CHORD BEARS SOUTH 17°14'32" WEST, 156.72 FEET; THENCE SOUTH 22°51'48" WEST, 314.09 FEET TO THE WEST LINE OF SAID PARCEL 2021-85; THENCE NORTH 01°16'59" WEST ALONG SAID WEST LINE, 2048.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.72 ACRES (597,782 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

R-2 AREA 'B'

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°37'07" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1327.20 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°16'59" WEST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1083.48 FEET; THENCE SOUTH 67°08'12" EAST, 1454.75 FEET TO THE EAST LINE OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'05" EAST ALONG SAID EAST LINE, 509.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.27 ACRES (1,057,061 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PUD

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°14'06" WEST ALONG THE EAST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 509.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°08'12" WEST, 1454.75 FEET TO THE WEST LINE OF SAID PARCEL 2021-85; THENCE NORTH 1°16'59" WEST ALONG SAID WEST LINE, 3.00 FEET; THENCE NORTH 22°51'48" EAST, 314.10 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 800.00 FEET, WHOSE ARC LENGTH IS 156.97 FEET AND WHOSE CHORD BEARS NORTH 17°14'32" EAST, 156.72 FEET; THENCE SOUTH 79°32'56" EAST, 57.67 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 650.00 FEET, WHOSE ARC LENGTH IS 129.50 FEET AND WHOSE CHORD BEARS SOUTH 85°15'23" EAST, 129.28 FEET; THENCE NORTH 01°14'05" WEST, 1434.85 FEET; THENCE SOUTH 88°45'55" WEST, 165.00 FEET;

THENCE NORTH 01°14'05" WEST, 198.86 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NW 54TH STREET; THENCE SOUTH 89°53'59" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 822.22 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 2021-85, A DISTANCE OF 492.00 FEET; THENCE NORTH 88°45'55" EAST CONTINUING ALONG SAID EASTERLY LINE, 308.00 FEET; THENCE SOUTH 01°14'05" EAST CONTINUING ALONG SAID EASTERLY LINE, 2129.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 53.99 ACRES (2,351,778 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 91.98 acres (+/-) of land located along the south side of NW 54th Street and one-half mile east of NW Irvinedale Drive

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Hope K. Farms, LLC, from the current R-1, One-Family Residence District to R-2, One-Family and Two-Family Residence District and PUD, Planned Unit Development.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 5th, day of December, 2022.

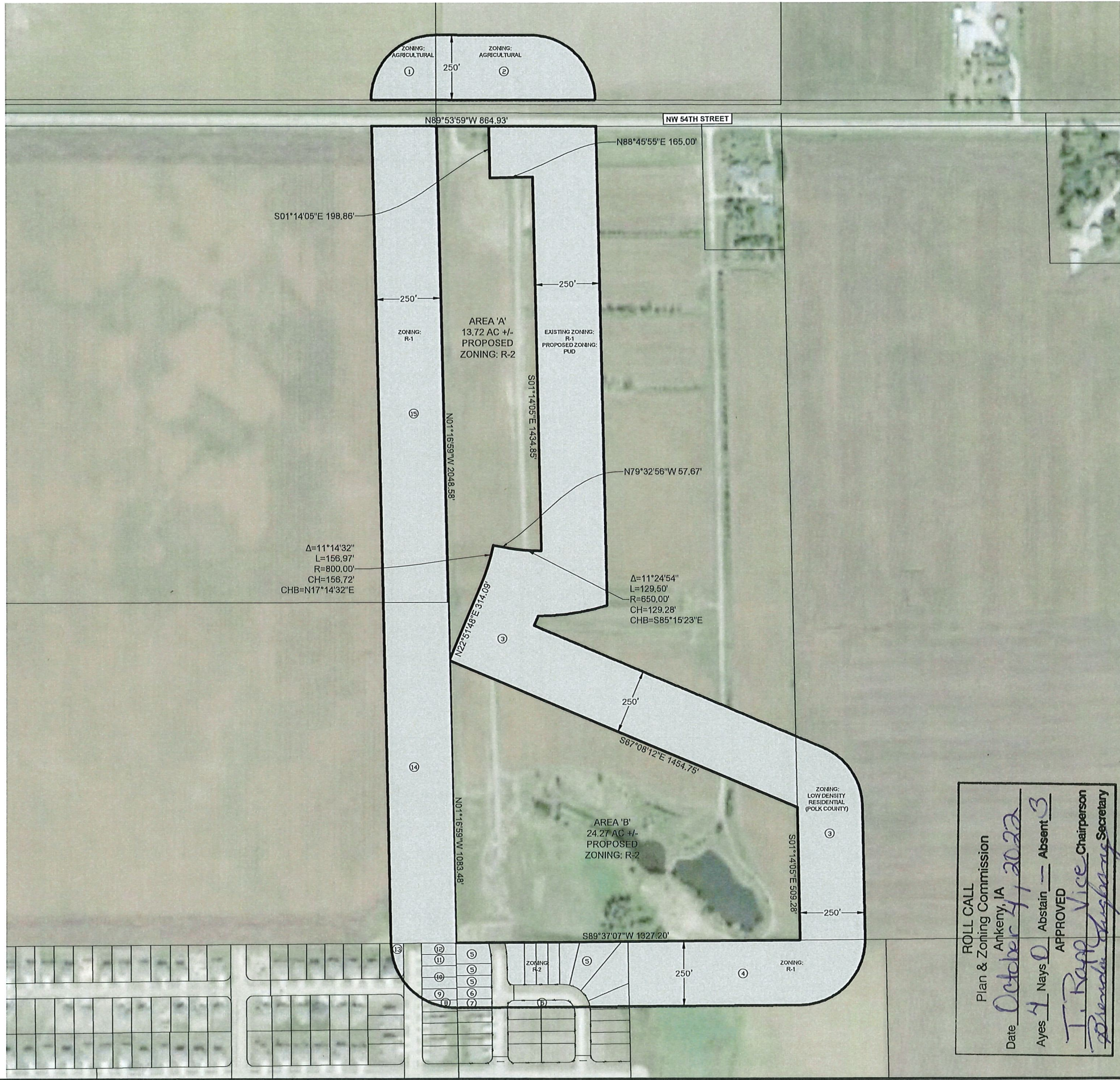
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

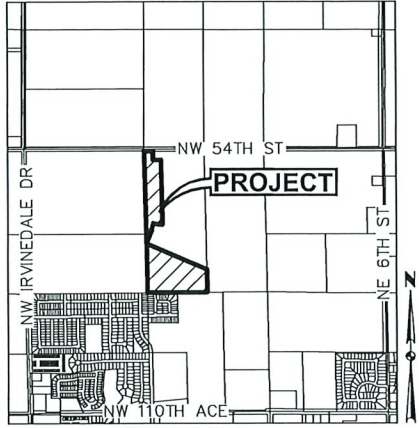
**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date October 4, 2022
Ayes 4 Nays 0 Abstain 1 Absent 3
APPROVED
T. Rapp Vice Chairperson
Brenda Hughes Secretary

VICINITY MAP



OWNER / APPLICANT

HOPE K. FARMS LLC
CONTACT: REZA KARGARZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50266
PHONE: (515) 381-3925
EMAIL: RKARGARZ@EPCMFG.COM

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT
PROPOSED: R-2: ONE-FAMILY AND TWO-FAMILY RESIDENCE DISTRICT

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HARMON FARMS LTD	1.13 AC.	2.21%	
2. MOECKLY FAMILY FARM LLC	3.22 AC.	6.30%	X
3. HOPE K FARMS LLC	24.88 AC.	48.69%	X
4. CITY OF ANKENY*	4.92 AC.	-	
5. DR HORTON - IOWA LLC	2.78 AC.	5.44%	X
6. LYNNE & DONALD ROBERTS	0.14 AC.	0.27%	
7. RUSSELL & SHIRLEY SLUITER	0.10 AC.	0.20%	
8. SHERELL STEPHENS	0.06 AC.	0.12%	
9. AMY PIERCE	0.14 AC.	0.27%	
10. CLASSIC HOLDINGS LLC	0.27 AC.	0.53%	
11. STEVEN & COLETTE WALL	0.14 AC.	0.27%	
12. TAMELIA & MICHAEL CARR	0.13 AC.	0.25%	
13. DANIEL & ABIGAIL BUCHHEIT	0.11 AC.	0.22%	
14. JOHN FERRIER & APRIL ELLIS	7.51 AC.	14.70%	
15. EDWARD FERRIER & ANNETTE VOEGTLIN	10.49 AC.	20.53%	
*(51.10 AC.)		56.02 AC. 100%	60.43%

*PROPERTY OWNED BY THE CITY OF ANKENY IS NOT INCLUDED IN THE AREA PERCENTAGES.

AREA 'A' REZONING DESCRIPTION

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°53'59" EAST ALONG THE NORTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 199.75 FEET; THENCE SOUTH 01°14'05" EAST, 198.86 FEET; THENCE NORTH 88°45'55" EAST, 165.00 FEET; THENCE SOUTH 01°14'05" EAST, 1434.85 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 650.00 FEET, WHOSE ARC LENGTH IS 129.50 FEET AND WHOSE CHORD BEARS NORTH 85°15'23" WEST, 129.28 FEET; THENCE NORTH 79°32'56" WEST, 57.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 800.00 FEET, WHOSE ARC LENGTH IS 156.97 FEET AND WHOSE CHORD BEARS SOUTH 17°14'32" WEST, 156.72 FEET; THENCE SOUTH 22°51'48" WEST, 314.09 FEET TO THE WEST LINE OF SAID PARCEL 2021-85; THENCE NORTH 01°16'59" WEST ALONG SAID WEST LINE, 2048.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.72 ACRES (597,782 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AREA 'B' REZONING DESCRIPTION

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°37'07" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1327.20 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°16'59" WEST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1083.48 FEET; THENCE SOUTH 67°08'12" EAST, 1454.75 FEET TO THE EAST LINE OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'05" EAST ALONG SAID EAST LINE, 509.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.27 ACRES (1,057,061 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.





ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Proposed voluntary urbanized annexation of certain territory owned by NGR Inc. (PH 2022-67)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to receive and file the September 26, 2022 Consultation Meeting Report.

Action: Consider motion to adopt RESOLUTION annexing certain territory owned by NGR. Inc.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Annexation Map
 Annexation Exhibit
 Consultation Meeting Report

RESOLUTION

RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED TO THE SOUTHEAST QUADRANT OF ANKENY OWNED BY NGR, INC.

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

LEGAL DESCRIPTION:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

The annexation also includes any and all County road right-of-way to the centerline of the adjacent road.

LAYMAN'S DESCRIPTION:

Approximately 32.40 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of SE Four Mile Drive and ¾-mile north of SE Corporate Woods Drive.

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

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

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

WHEREAS, the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described territory should be annexed and is hereby annexed to and made a part of the City of

Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(3).

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

PASSED AND APPROVED this 21st day of November, 2022.

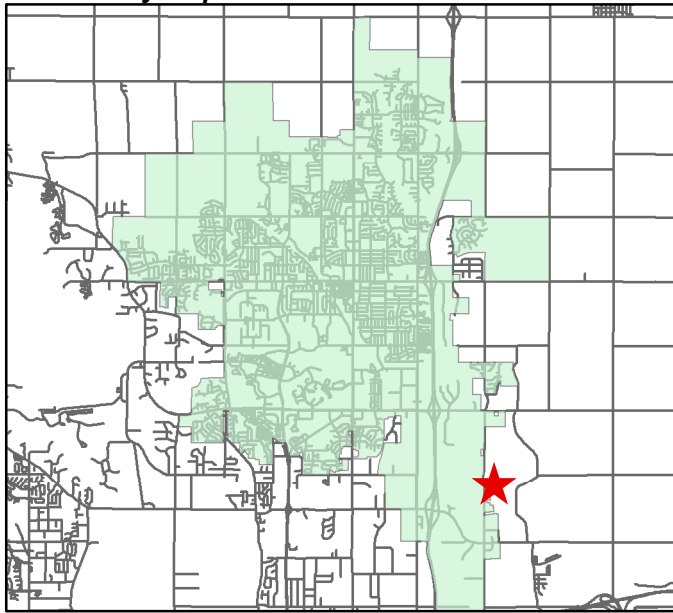
CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Vicinity Map



LEGAL DESCRIPTION

"THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT 40 RODS SQUARE) AND ALSO EXCEPT THE SOUTH 20.65 ACRES OF THE EAST 35.65 ACRES OF THE SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SAID SECTION FIVE (5), ALL BEING IN TOWNSHIP SEVENTY-NINE (79), NORTH OF RANGE TWENTY-THREE (23), WEST OF 5TH P.M., POLK COUNTY, IOWA

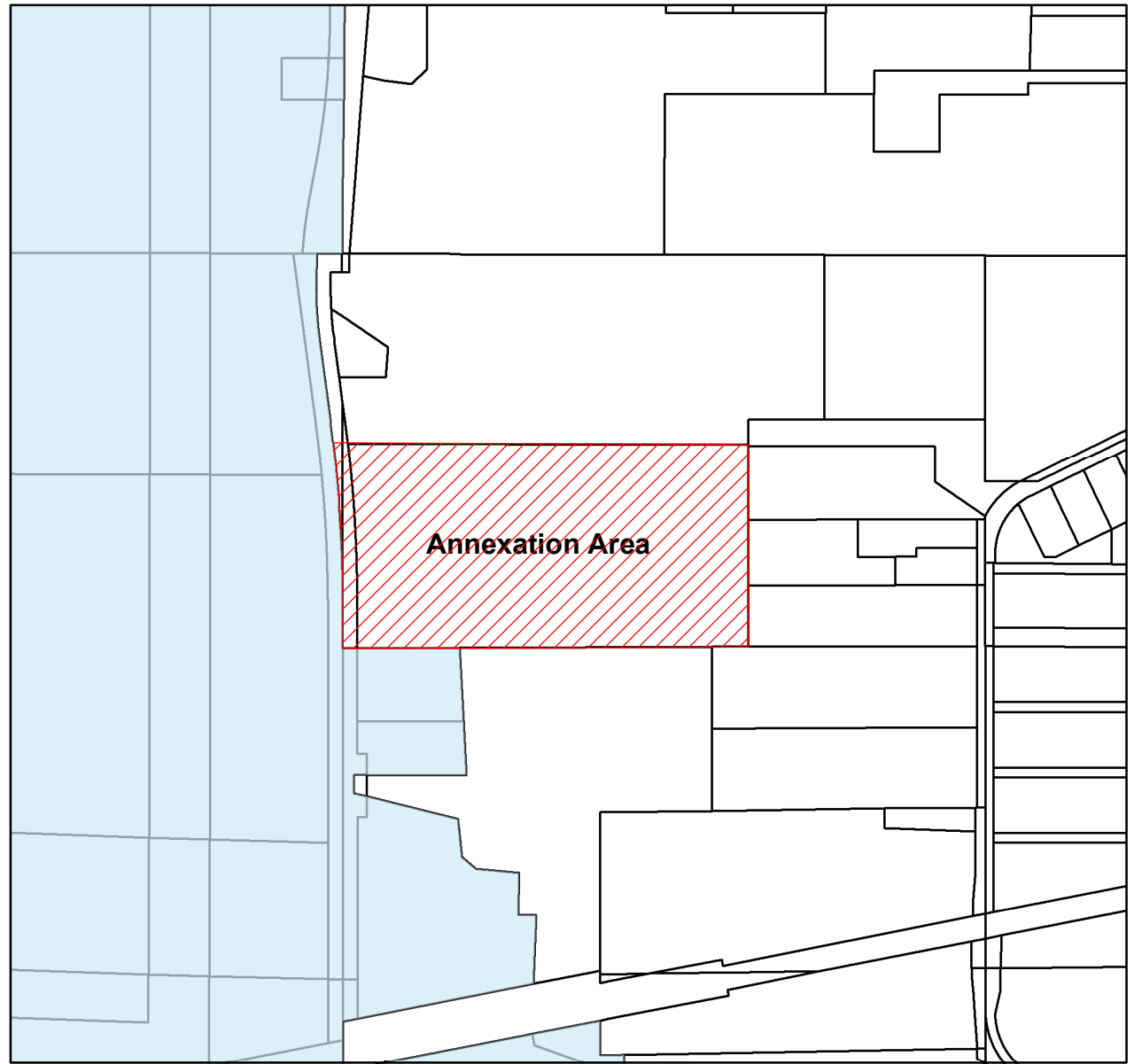
EXCEPTING

THE NORTH 780 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT 40 RODS SQUARE) AND ALSO EXCEPT THE SOUTH 20.65 ACRES OF THE EAST 35.65 ACRES OF SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SAID SECTION FIVE (5), ALL BEING IN TOWNSHIP SEVENTY-NINE (79), NORTH OF RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

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

Property Owners:
NGR INC



1 inch = 700 feet

Annexation Map

City of Ankeny

**NGR Four Mile Drive
Annexation**

City of Ankeny, Iowa
Community Development Department

Drawn By: BMM

Sheet No.

Checked by:

1 of 1

Date: September 12, 2022

ANNEXATION EXHIBIT

NGR FOUR MILE ANNEXATION
ANKENY, POLK COUNTY, IOWA

PROPERTY OWNER

N.G.R. INC.
P.O. BOX 132
WAYNE, NE 68787

CORRECTED WARRANTY DEED:
BOOK 6315, PAGE 417

PROPERTY DESCRIPTION

Port of the Northwest Quarter of Section 5, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of Polk County, Iowa, conveyed to N.G.R., Inc., as evidenced by that Corrected Warranty Deed filed in Book 6315, Page 417 in the Office of the Recorder for Polk County, Iowa, described as follows:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW 1/4 NW 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 NW 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 NW 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW 1/4 NW 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 NW 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE 1/4 NW 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

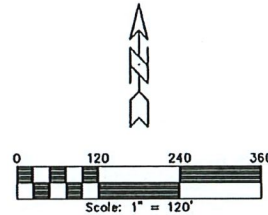
The annexation also includes any and all County road right-of-way to the centerline of the adjacent road.

LAND AREA BEING ANNEXED

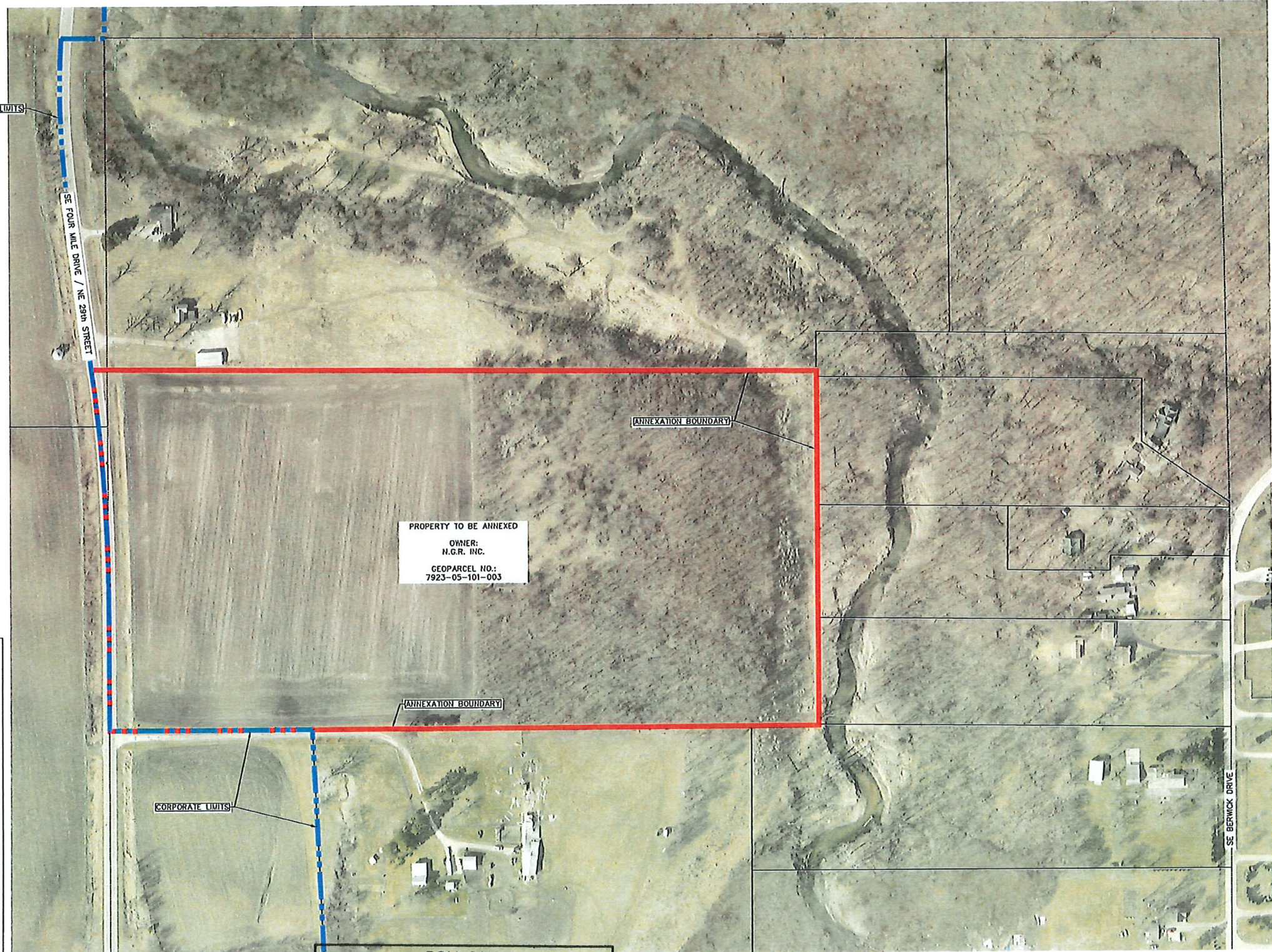
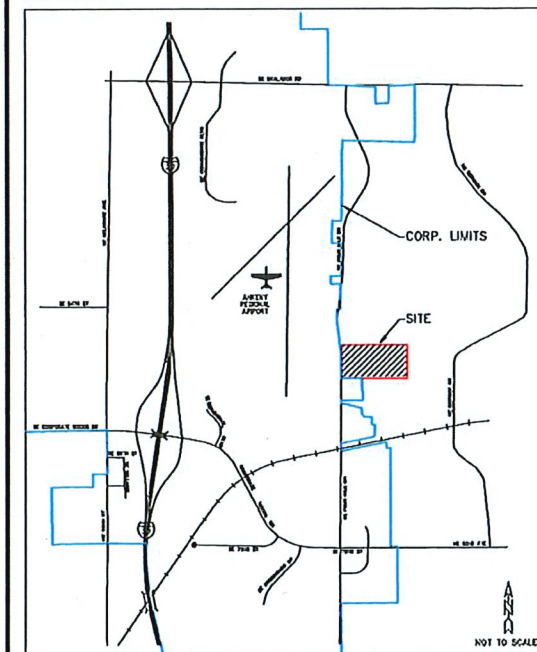
32.40 ACRES (1,411,250 SQ FT)

FEMA FIRM NOTE

FEMA FLOOD INSURANCE RATE
MAP NO. 19153C0220F, DATED
FEBRUARY 1, 2019, DEPICTS
AREA OF REGULATORY FLOODWAY
WITHIN THE ANNEXATION AREA.



VICINITY MAP



RECEIVED

SEP 08 2022

CITY OF ANKENY

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date September 20, 2022

Ayes 7 Nays 0 Abstain 0 Absent 0

APPROVED

G. Hunter Chairperson
Brenda Highberg Secretary

ANNEXATION EXHIBIT

ERG
Engineering Resource Group, Inc.
2415 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4923

22-052

NO.	REVISION	DATE	BY	FOR

LOCATION:

SCALE: 1" = 120'
DWG: 22-052-ANNEX
FIELD BOOK:

DESIGNED BY: DFR
CHECKED BY: DFR
SHEET 1 OF 1

DRAWN BY: DFR
DATE: 9/08/2022
FILE NO.: 22-052

Notices mailed by certified mail to:

Polk County Board of Supervisors
County Administration Building
111 Court Avenue
Des Moines, IA 50309

Kim Overton, Clerk
Delaware Township
5069 NE 29th Street
Des Moines, IA 50317

Ted Griffieon, Trustee
Delaware Township
6561 NE 46th Street
Altoona, IA 50009

Debbie S. Wise, Trustee
Delaware Township
3960 NE 46th Street
Des Moines, IA 50317

Daryl Barnard, Trustee
Delaware Township
3964 NE 49th Street
Des Moines, IA 50317

Notices mailed by regular mail to:

Bret VandeLune, Planning and Development
Manager
Polk County
5885 NE 14th Street
Des Moines, IA 50313

Dr. Erick Pruitt, Superintendent
Ankeny Community School District
Office of the Superintendent
306 SW School Street
Ankeny, IA 50023

Todd A. Martin, Superintendent
Saydel Community School District
5740 NE 14th Street
Des Moines, IA 50313

Meeting Date: September 26, 2022 – 11:00 a.m.

Meeting Location: Ankeny Public Services Building, Conference Room C
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Attendance: Eric Carstens, Planning Manager, City of Ankeny
Bryan Morrissey, Associate Planner, City of Ankeny
Ted Griffieon, 6561 NE 46th Street, Altoona, IA 50009
Richard Moore, Po Box 187, Berwick, IA 50032

**Written Comments
Received:** None



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Cherry Glen Ballfield Development (PH 2022-69)

EXECUTIVE SUMMARY:
The Cherry Glen Ballfield Development project improvements include, grading, utilities, installation of PCC paving, site amenities, and permanent seeding.

Other associated improvements include clearing of existing vegetation, subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, open shelter structure (ADD ALT NO. 1), erosion control, storm piping, temporary traffic control, pavement markings, batting cages, baseball field, landscaping, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on November 15, 2022. Four (4) bids were received as follows:

1. Musco Sports Lighting DBA Iowa Sports & Turf

Base Bid: \$534,254.61

Add Alt: \$53,774.40

2. Elder Corporation

Base Bid: \$641,149.15

Add Alt: \$38,725.00

3. All Star Concrete

Base Bid: \$668,368.50

Add Alt: \$55,101.00

4. Jensen Builders LTD

Base Bid: \$736,065.54

Add Alt: \$49,115.00

The Engineer's Estimate for the project was a Base Bid of \$545,141.50 and Add Alternate NO. 1 of \$43,800.00. The bids ranged from approximately 1% below to 33% above the estimate. Parks & Recreation staff reviewed the bid results both internally and with the project's engineering consultant. Musco Sports Lighting DBA Iowa Sports Turf has successfully completed other projects for the City of Ankeny. It is recommended that the project be awarded to Musco Sports Lighting DBA Iowa Sports Turf of Des Moines, Iowa.

Pending project approval and award by the City Council, the Contractor shall substantially complete the project no later than June 1, 2023. The Contractor shall fully complete the project no later than July 1, 2023.

FISCAL IMPACT: Yes

This project is included in the City's current Capital Improvement Program with construction planned for 2022-2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost (\$588,914.50).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Cherry Glen Ballfield Development project.
3. Receive and file the report of bids received on November 15, 2022.
4. Approve Resolution, making award of construction contract to Musco Lighting DBA Iowa Sports Turf of Des Moines, Iowa.
5. Approve Resolution, approving contract and bonds with Musco Lighting DBA Iowa Sports Turf in the amount of \$588,029.01.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

October 17, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as November 15, 2022, and setting the public hearing date as November 21, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$588,941.50; 2) receive and file report of bids received November 15, 2022; 3) adopt **RESOLUTION** making award of construction contract with Musco Lighting dba Iowa Sports Turf in the amount of \$588,029.01; and 4) adopt **RESOLUTION** approving contract and bonds with Musco Lighting dba Iowa Sports Turf in the amount of \$588,029.01.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 RES - approving contract
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT", 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 CHERRY GLEN BALLFIELD DEVELOPMENT

WHEREAS, on the 17th day of October, 2022, 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 Cherry Glen Ballfield Development; and

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

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

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

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
11-21-22

BID LETTING

10:30 A.M.

NOVEMBER 15, 2022

CHERRY GLEN BALLFIELD DEVELOPMENT

The purpose of this meeting is to receive, open and tabulate bids for construction of the Cherry Glen Ballfield Development project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 541141.50

AH: 43800.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	All Star Concrete, LLC 4989 NW Johnston Dr Johnston IA 50131	668368.60 AH: 55,101.00	✓
2) ✓	Elder Corporation 5088 E University Ave Des Moines IA 50327	641149.15 AH: 38725.00	✓
3) ✓	Jensen Limited Builders 2097 NE 60th Avenue Des Moines IA 50313	736065.54 AH: 49115.00	✓
* 4) ✓	Museo Sports Lighting DBA Iowa Sports Turf 742 NE 47th Pl Des Moines IA 50313	534254.61 AH: 53774.40	✓
5) _____	_____	_____	_____
6) _____	_____	_____	_____

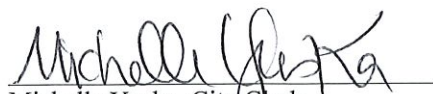
*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of November 21, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Cherry Glen Park Ballfield Development
City of Ankeny - Parks & Recreation
November 15, 2022, 10:30 am

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		1		2		3		2	
				UNIT PRICE	TOTAL PRICE	MUSCO SPORTS LIGHTING DBA IOWA SPORTS TURF		ELDER CORPORATION		ALL STAR CONCRETE		JENSEN BUILDERS LTD	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID												
	GENERAL PROVISIONS												
1.1	Mobilization / Construction Fence	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$69,000.00	\$69,000.00	\$108,700.00	\$108,700.00	\$90,000.00	\$90,000.00
	EARTHWORK												
2.1	Demolition	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$14,850.00	\$14,850.00	\$19,900.00	\$19,900.00	\$14,755.00	\$14,755.00
2.2	Import	CY	2,810	\$20.00	\$56,200.00	\$16.83	\$47,292.30	\$15.90	\$44,679.00	\$21.00	\$59,010.00	\$25.52	\$71,711.20
2.3	Grading	LS	1	\$17,000.00	\$17,000.00	\$80,000.00	\$80,000.00	\$73,900.00	\$73,900.00	\$66,696.00	\$66,696.00	\$85,350.00	\$85,350.00
	BALLFIELD												
3.1	Skinned Infield Surfacing (Shakopee) and Sand Subgrade	SF	10,250	\$4.25	\$43,562.50	\$3.42	\$35,055.00	\$8.10	\$83,025.00	\$6.60	\$67,650.00	\$8.41	\$86,202.50
3.2	Pitchers Mound and Home Plate	LS	1	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$5,050.00	\$5,050.00	\$4,623.00	\$4,623.00	\$5,900.00	\$5,900.00
3.3	Bases	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,425.00	\$1,425.00	\$1,026.00	\$1,026.00	\$1,315.00	\$1,315.00
	FENCING												
4.1	4' Height Fence	LF	132	\$28.00	\$3,696.00	\$39.78	\$5,250.96	\$39.75	\$5,247.00	\$39.00	\$5,148.00	\$49.90	\$6,586.80
4.2	8' Height Fence	LF	52	\$55.00	\$2,860.00	\$49.98	\$2,598.96	\$50.00	\$2,600.00	\$49.00	\$2,548.00	\$62.70	\$3,260.40
4.3	8' Height Double Gate - (Batting Cage)	EA	1	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00	\$1,020.00	\$1,020.00	\$1,000.00	\$1,000.00	\$1,280.00	\$1,280.00
4.4	12' Height Fence - (Batting Cage)	LF	189	\$84.00	\$15,876.00	\$70.97	\$13,413.33	\$71.00	\$13,419.00	\$70.00	\$13,230.00	\$89.00	\$16,821.00
4.5	16' Height Fence	LF	74	\$110.00	\$8,140.00	\$126.87	\$9,388.38	\$127.00	\$9,398.00	\$125.00	\$9,250.00	\$160.00	\$11,840.00
	STORM SEWER												
5.1	15" CMP Pipe	LF	35	\$60.00	\$2,100.00	\$74.46	\$2,606.10	\$96.00	\$3,360.00	\$71.00	\$2,485.00	\$90.60	\$3,171.00
5.2	8" HDPE Pipe	LF	67	\$30.00	\$2,010.00	\$51.00	\$3,417.00	\$65.00	\$4,355.00	\$33.00	\$2,211.00	\$42.35	\$2,837.45
5.3	24" RCP Pipe	LF	114	\$100.00	\$11,400.00	\$107.10	\$12,209.40	\$116.50	\$13,281.00	\$99.00	\$11,286.00	\$126.60	\$14,432.40
5.4	12" RCP Pipe	LF	225	\$60.00	\$13,500.00	\$66.30	\$14,917.50	\$80.25	\$18,056.25	\$60.00	\$13,500.00	\$75.70	\$17,032.50
5.5	4" Subdrain	LF	570	\$18.00	\$10,260.00	\$15.00	\$8,550.00	\$18.00	\$10,260.00	\$21.00	\$11,970.00	\$26.90	\$15,333.00
5.6	Storm Structures	EA	4	\$4,000.00	\$16,000.00	\$3,570.00	\$14,280.00	\$3,650.00	\$14,600.00	\$3,684.00	\$14,736.00	\$4,715.00	\$18,860.00
5.7	Storm Structures - FES	EA	4	\$2,500.00	\$10,000.00	\$2,754.00	\$11,016.00	\$3,250.00	\$13,000.00	\$5,971.00	\$23,884.00	\$7,640.00	\$30,560.00
5.8	Storm Structures - CMP Apron	EA	2	\$1,500.00	\$3,000.00	\$816.00	\$1,632.00	\$600.00	\$1,200.00	\$1,681.00	\$3,362.00	\$2,150.00	\$4,300.00
5.9	Rip Rap	TN	40	\$100.00	\$4,000.00	\$107.10	\$4,284.00	\$91.25	\$3,650.00	\$131.00	\$5,240.00	\$167.00	\$6,680.00
	WATER SERVICE												
6.1	1" Water Line	LF	190	\$35.00	\$6,650.00	\$53.04	\$10,077.60	\$114.50	\$21,755.00	\$45.00	\$8,550.00	\$57.60	\$10,944.00
6.2	Curb Stop	LS	1	\$1,500.00	\$1,500.00	\$816.00	\$816.00	\$425.00	\$425.00	\$980.00	\$980.00	\$1,255.00	\$1,255.00
6.3	Drinking Fountain - Installation Only	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,050.00	\$3,050.00	\$2,500.00	\$2,500.00	\$2,690.00	\$2,690.00
	SITE ITEMS												
7.1	Dugout Bench	EA	4	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,675.00	\$10,700.00	\$1,926.50	\$7,706.00	\$2,465.00	\$9,860.00
	PAVEMENT												
8.1	5" Depth PCC Sidewalk & Trail	SF	13,896	\$8.00	\$111,168.00	\$6.63	\$92,130.48	\$5.75	\$79,902.00	\$6.50	\$90,324.00	\$6.22	\$86,433.12
8.2	5" Depth PCC Sidewalk - (Batting Cage)	SF	1,456	\$8.00	\$11,648.00	\$6.63	\$9,653.28	\$6.00	\$8,736.00	\$6.50	\$9,464.00	\$5.60	\$8,153.60
8.3	6" Depth PCC Parking Lot	SF	10,669	\$9.00	\$96,021.00	\$5.44	\$58,039.36	\$5.60	\$59,746.40	\$5.20	\$55,478.80	\$6.53	\$69,668.57
	LANDSCAPING												
9.1	Overstory Trees	EA	8	\$600.00	\$4,800.00	\$520.20	\$4,161.60	\$510.00	\$4,080.00	\$750.00	\$6,000.00	\$700.00	\$5,600.00
9.2	Evergreen Trees	EA	7	\$700.00	\$4,900.00	\$750.00	\$5,250.00	\$510.00	\$3,570.00	\$800.00	\$5,600.00	\$830.00	\$5,810.00
9.3	Ornamental Trees	EA	3	\$500.00	\$1,500.00	\$465.12	\$1,395.36	\$460.00	\$1,380.00	\$550.00	\$1,650.00	\$640.00	\$1,920.00
9.4	Shrubs	EA	36	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$82.00	\$2,952.00	\$278.00	\$10,008.00	\$108.00	\$3,888.00
	SURFACE RESTORATION												
10.1	Standard Seed Mix	LS	1	\$15,000.00	\$15,000.00	\$19,600.00	\$19,600.00	\$19,075.00	\$19,075.00	\$6,000.00	\$6,000.00	\$10,800.00	\$10,800.00
10.2	Athletic Seed Mix	AC	0.7	\$7,500.00	\$5,250.00	\$6,571.43	\$4,600.00	\$5,075.00	\$3,552.50	\$4,964.00	\$3,474.80	\$9,600.00	\$6,720.00
10.3	Erosion Control	LS	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$16,850.00	\$16,850.00	\$13,178.00	\$13,178.00	\$4,095.00	\$4,095.00
TOTAL BASE BID:					\$545,141.50		\$534,254.61		\$641,149.15		\$668,368.60		\$736,065.54
BID SECURITY:							10%		10%		10%		10%
	ADD ALTERNATE NO. 1												
	20' x 20' Open Shelter & Footings	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 46,481.40	\$ 46,481.40	\$ 31,575.00	\$ 31,575.00	\$ 45,751.00	\$ 45,751.00	\$ 42,900.00	\$ 42,900.00
	5" Depth PCC Sidewalk	SF	1,100	\$ 8.00	\$ 8,800.00	\$ 6.63	\$ 7,293.00	\$ 6.50	\$ 7,150.00	\$ 8.50	\$ 9,350.00	\$ 5.65	\$ 6,215.00
TOTAL ADD ALT NO. 1:					\$43,800.00		\$53,774.40		\$38,725.00		\$55,101.00		\$49,115.00

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT

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 Cherry Glen Ballfield Development, described in the plans and specifications heretofore adopted by this Council on November 21, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Musco Lighting DBA**
Iowa Sports Turf of **Des Moines, Iowa**

Amount of bid: **\$588,029.01**

Portion of project: All construction work

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

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE CHERRY GLEN BALLFIELD DEVELOPMENT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE CHERRY GLEN BALLFIELD
DEVELOPMENT**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Cherry Glen Ballfield Development, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Musco Lighting dba Iowa Sports Turf	of Des Moines, Iowa
Amount of bid:	\$588,029.01	
Bond surety:		
Date of bond:		
Portion of project:	All construction work	

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of November, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Musco^{LLC} Sports Lighting, dba Iowa Sports Turf Management, hereinafter called the "Contractor."

WITNESSETH:

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

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

CHERRY GLEN BALLFIELD DEVELOPMENT

Project improvements include, grading, utilities, installation of PCC paving, site amenities, and permanent seeding.

Other associated improvements include clearing of existing vegetation, subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, open shelter structure (ADD ALT 1), erosion control, storm piping, temporary traffic control, pavement markings, batting cages, baseball field, landscaping, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Hundred Eighty-eight Thousand, Twenty-nine DOLLARS and One Cent (\$588,029.01), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the project no later than **June 1, 2023**. Substantial completion shall be defined as all grading, seeding, pavement and field construction being completed. The Contractor shall fully complete the project no later than **July 1, 2023**. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:



CONTRACTOR:

Musco Sports Lighting, LLC dba Iowa Sports Turf Management

Contractor

By: _____

Signature

Vice President

Title

100 1st Avenue West

Street Address

Oskaloosa, IA 52577

City, State, Zip Code

641-673-0411

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 3 8 - 8 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Mahaska County)

On this 16th day of November, 2022, before me a Notary Public in and for said county, personally appeared Christopher K. Hyland, to me personally known, who being by me duly sworn did say that person is Vice President of said Musco Sports Lighting, LLC dba Iowa Sports Turf Management that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) no seal has been procured by the said, and that said instrument was signed and sealed on behalf of the said Musco Sports Lighting, LLC dba Iowa Sports Turf Management, by authority of its managers and the said Musco Sports Lighting, LLC dba Iowa Sports Turf Management acknowledged the execution of said instrument to be the voluntary act and deed of said Musco Sports Lighting, LLC dba Iowa Sports Turf Management, by it voluntarily executed.

Melinda K. Walter
Notary Public in and for the State of Iowa
My commission expires April 24, 2025



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
BASE BID					
	GENERAL PROVISIONS				
1.1	Mobilization / Construction Fence	LS	1	\$20,000.00	\$20,000.00
	EARTHWORK				
2.1	Demolition	LS	1	\$15,000.00	\$15,000.00
2.2	Import	CY	2,810	\$16.83	\$47,292.30
2.3	Grading	LS	1	\$80,000.00	\$80,000.00
	BALLFIELD				
3.1	Skinned Infield Surfacing (Shakopee) and Sand Subgrade	SF	10,250	\$3.42	\$35,055.00
3.2	Pitchers Mound and Home Plat	LS	1	\$5,500.00	\$5,500.00
3.3	Bases	LS	1	\$1,000.00	\$1,000.00
	FENCING				
4.1	4' Height Fence	LF	132	\$39.78	\$5,250.96
4.2	8' Height Fence	LF	52	\$49.98	\$2,598.96
4.3	8' Height Double Gate – (Batting Cage)	EA	1	\$1,020.00	\$1,020.00
4.4	12' Height Fence – (Batting Cage)	LF	189	\$70.97	\$13,413.33
4.5	16' Height Fence	LF	74	\$126.87	\$9,388.38
	STORM SEWER				
5.1	15" CMP Pipe	LF	35	\$74.46	\$2,606.10
5.2	8" HDPE Pipe	LF	67	\$51.00	\$3,417.00
5.3	24" RCP Pipe	LF	114	\$107.10	\$12,209.40
5.4	12" RCP Pipe	LF	225	\$66.30	\$14,917.50
5.5	4" Subdrain	LF	570	\$15.00	\$8,550.00
5.6	Storm Structures	EA	4	\$3,570.00	\$14,280.00
5.7	Storm Structures – FES	EA	4	\$2,754.00	\$11,016.00
5.8	Storm Structures – CMP Apron	EA	2	\$816.00	\$1,632.00
5.9	Rip Rap	TN	40	\$107.10	\$4,284.00

	WATER SERVICE				
6.1	1" Water Line	LF	190	\$53.04	\$10,077.60
6.2	Curb Stop	LS	1	\$816.00	\$816.00
6.3	Drinking Fountain – Installation Only	LS	1	\$2,500.00	\$2,500.00
	SITE ITEMS				
7.1	Dugout Bench	EA	4	\$2,000.00	\$8,000.00
	PAVEMENT				
8.1	5" Depth PCC Sidewalk & Trail	SF	13,896	\$6.63	\$92,130.48
8.2	5" Depth PCC Sidewalk – (Batting Cage)	SF	1,456	\$6.63	\$9,653.28
8.3	6" Depth PCC Parking Lot	SF	10,669	\$5.44	\$58,039.36
	LANDSCAPING				
9.1	Overstory Trees	EA	8	\$520.20	\$4,161.60
9.2	Evergreen Trees	EA	7	\$750.00	\$5,250.00
9.3	Ornamental Trees	EA	3	\$465.12	\$1,395.36
9.4	Shrubs	EA	36	\$100.00	\$3,600.00
	SURFACE RESTORATION				
10.1	Standard Seed Mix	LS	1	\$19,600.00	\$19,600.00
10.2	Athletic Seed Mix	AC	0.7	\$6,571.43	\$4,600.00
10.3	Erosion Control	LS	1	\$6,000.00	\$6,000.00

TOTAL AMOUNT BASE BID = \$534,254.61

ADD ALTERNATE NO. 1					
	20' x 20' Open Shelter & Footings	LS	1	\$46,481.40	\$46,481.40
	5" Depth PCC Sidewalk	SF	1,100	\$6.63	\$7,293.00

TOTAL AMOUNT ADD ALTERNATE NO. 1 = \$53,774.40

TOTAL CONTRACT AMOUNT = \$588,029.01

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC dba Iowa Sports Turf Management, as Principal (hereinafter the "Contractor" or "Principal") and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Hundred Eighty Eight Thousand Twenty Nine and 01/100 DOLLARS (\$ 588,029.01), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of November, 20 22, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

CHERRY GLEN BALLFIELD DEVELOPMENT

Project improvements include, grading, utilities, installation of PCC paving, site amenities, and permanent seeding.

Other associated improvements include clearing of existing vegetation, subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, open shelter structure (ADD ALT 1), erosion control, storm piping, temporary traffic control, pavement markings, batting cages, baseball field, landscaping, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of November, 20 22.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Musco Sports Lighting, LLC dba Iowa Sports Turf Management

Contractor

By: _____

Signature

Christopher K. Hyland, VP / CFO

Title

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By: Jessica J. Perkins

Signature Attorney-in-Fact Officer

Jessica J. Perkins

Printed Name of Attorney-in-Fact Officer

USI Insurance Services

Company Name

300 Walnut St, Ste 200

Company Address

Des Moines, IA 50309

City, State, Zip Code

800.767.1724

Company Telephone Number

NOTE:

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



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

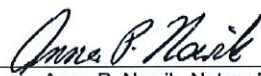
By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

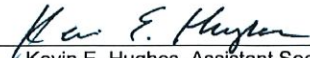
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **16th** day of **November**, 2022.




Kevin E. Hughes, Assistant Secretary

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



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment; and setting a date for the filing of bids on the project.

The NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard project includes reconstructing NW 18th Street from a 2-lane urban roadway to a 2-lane urban roadway with a median and designated left and right turn lanes from approximately 400 feet west of NW Ash Drive to North Ankeny Boulevard. The project also includes reconstructing NW Ash Drive with designated left and right turn

lanes from approximately 200 feet south of NW 18th Street to approximately 300 feet north of NW 18th Street.

The improvement includes replacing the traffic signal at NW Ash Drive and adding a new traffic signal at NW Briargate Drive, approximately 14,700 SY of 9" thick PCC street pavement, approximately 3,700 SY of 8" thick PCC street pavement, approximately 900 SY of 7" thick PCC street pavement, 200 SY of 9" thick full-reinforced PCC street pavement, 200 LF of water main, 1,300 LF of storm sewer, 6,100 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, and fiber optic cable for installation by the Contractor.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 27, 2023 and no later than April 17, 2023. The contractor will have 130 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: November 21, 2022
2. Post Notice to Bidders and Notice of Public Hearing: November 23, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: December 2, 2022
4. Bid Opening (10:30 A.M., Public Services Building): December 13, 2022
5. Public Hearing and Contract Award: December 19, 2022
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and enhancement of payment; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as December 13, 2022 and setting the public hearing date as December 19, 2022 for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on November 23,

2022 and to be published in the Des Moines Register on December 2, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on Thursday, April 28, 2022

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 12/13/22 @ 10:30 A.M. / date of hrg: 12/19/22 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW 18TH STREET RECONSTRUCTION - NW ASH DRIVE TO NORTH ANKENY BOULEVARD, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NW
18TH STREET RECONSTRUCTION - NW ASH DRIVE TO
NORTH ANKENY BOULEVARD, AND FIXING A DATE FOR
HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NW 18th Street Reconstruction - NW Ash Drive to North Ankeny Boulevard; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract, estimate of cost and enhancement of payment may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NW 18th Street Reconstruction - NW Ash Drive

to North Ankeny Boulevard, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard project includes reconstructing NW 18th Street from a 2-lane urban roadway to a 2-lane urban roadway with a median and designated left and right turn lanes from approximately 400 feet west of NW Ash Drive to North Ankeny Boulevard. The project also includes reconstructing NW Ash Drive with designated left and right turn lanes from approximately 200 feet south of NW 18th Street to approximately 300 feet north of NW 18th Street.

The improvement includes replacing the traffic signal at NW Ash Drive and adding a new traffic signal at NW Briargate Drive, approximately 14,700 SY of 9” thick PCC street pavement, approximately 3,700 SY of 8” thick PCC street pavement, approximately 900 SY of 7” thick PCC street pavement, 200 SY of 9” thick full-reinforced PCC street pavement, 200 LF of water main, 1,300 LF of storm sewer, 6,100 LF of subdrain, Class 10 excavation, subgrade preparation, modified subbase, paved medians, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, and fiber optic cable for installation by the Contractor.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to December 13, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on December 19, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than

four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract, estimate of costs and enhancement of payment for the project, the hearing to be at 5:30 P.M. on December 19, 2022.

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO
NORTH ANKENY BOULEVARD

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost, and enhancement of payment for the **NW 18th Reconstruction – NW Ash Drive to North Ankeny Boulevard** project at its meeting at **5:30 P.M. on the 19th day of December, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtNVDhNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **13th day of December, 2022**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 13th day of December, 2022**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 19th day of December, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvements in **Site B** shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 27, 2023 and no later than April 17, 2023**, and shall be completed as stated below. Work on the improvements in **Site A and Site C** shall **not start prior to June 1, 2023 or after the last day of school for the Ankeny Community School District, whichever comes later**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from McClure Engineering, 335 SE Oralabor Road, Ankeny, Iowa, 50021. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-779-9356 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

The NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard project includes reconstructing NW 18th Street from a 2-lane urban roadway to a 2-lane urban roadway with a median and designated left and right turn lanes from approximately 400 feet west of NW Ash Drive to North Ankeny Boulevard. The project also includes reconstructing NW Ash Drive with designated left and right turn lanes from approximately 200 feet south of NW 18th Street to approximately 300 feet north of NW 18th Street.

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work necessary to complete the project.

The City of Ankeny will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, and fiber optic cable for installation by the Contractor.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

A. Overall Project Completion: Site A, Site B, and Site C

The Contractor shall substantially complete the overall project in one hundred thirty (130) working days. The overall project includes Site A, Site B, and Site C. Substantial completion for the overall project shall be defined as all utility, grading, pavement, sidewalk and traffic signal construction completed, with the new pavement markings and signs installed, the new streets, driveways, and sidewalks fully open to traffic, and the new traffic signal fully operational. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Two Thousand Dollars (\$2,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if substantial completion for the overall project is achieved on or before Saturday, September 23, 2023.

The Contractor shall fully complete the overall project in **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

B. Interim Project Completion: Site A and Site C

The Contractor shall not close NW Ash Drive, NW 18th Street west of NW Ash Drive, and associated driveways and sidewalks (Site A) as well as NW Briargate Drive, entrance to Northview Middle School, NW 18th Street east of NW Briargate Drive, and associated driveways and sidewalks (Site C) until June 1, 2023 or after the last day of school for the Ankeny Community School District, whichever comes later. Site A and Site C shall be substantially completed and open to vehicle and pedestrian traffic by August 21, 2023, or the first day of school for the Ankeny Community School District's 2023-2024 school year, whichever comes first. Substantial completion shall be defined as all utility, grading, and pavement construction completed, new pavement markings and signs installed with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages in the amount of **Two Thousand Dollars (\$2,000) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if substantial completion for Site A and Site C is achieved on or before Monday, August 21, 2023, or before the first day of school for the Ankeny Community School District's 2023-2024 school year, whichever comes first.

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **21st day of November, 2022.**

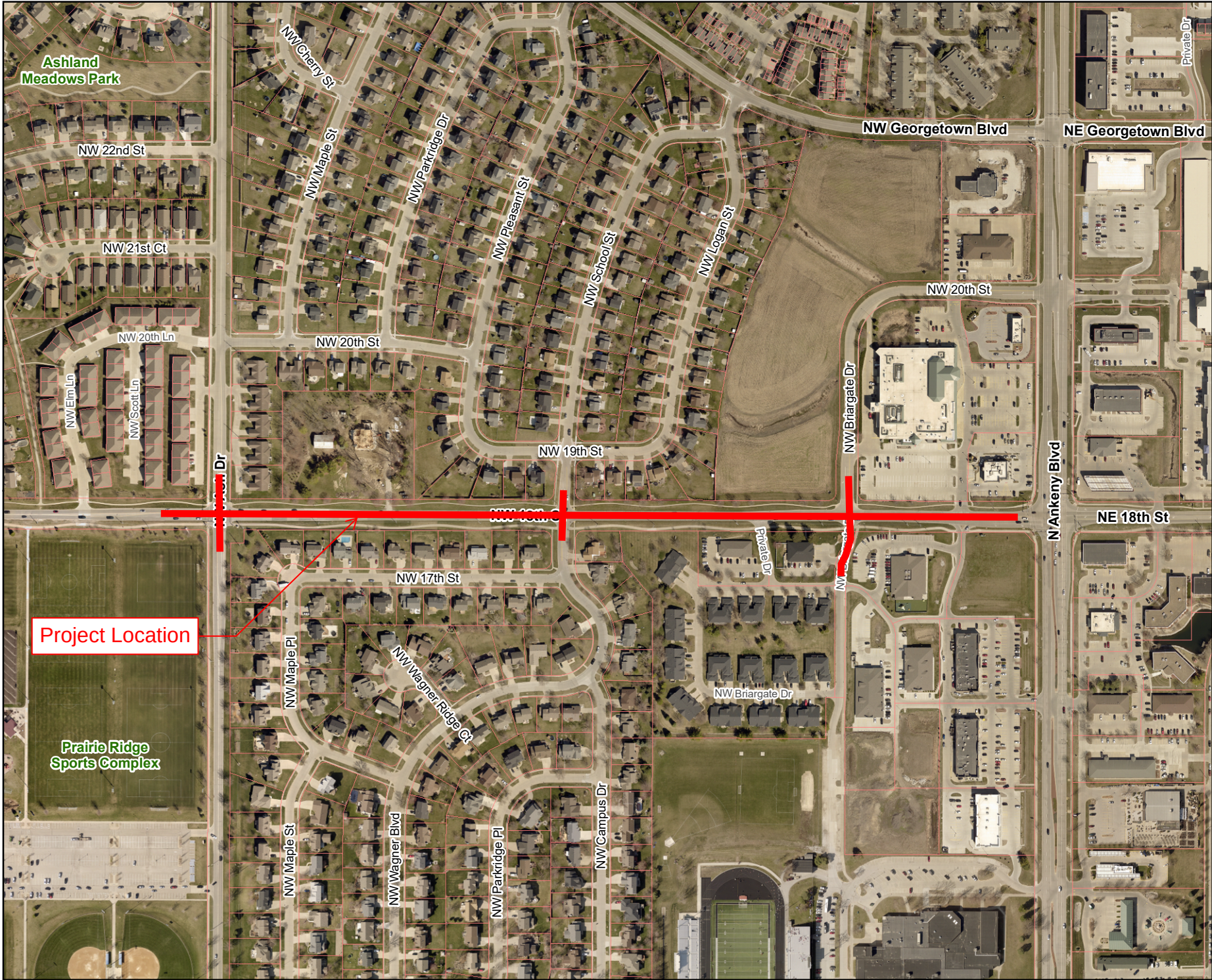
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **23rd day of November, 2022.**

Published in the Des Moines Register the **2nd day of December, 2022.**





ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed NE Crestmoor Place Sanitary Sewer Replacement Project
Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the NE Crestmoor Place Sanitary Sewer Replacement Project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract) estimated total cost and setting a date for the filing of bids on the project. This project includes the installation of approximately 600 lineal feet of 10" sanitary sewer along NE Crestmoor Place between NE 9th and NE 7th Street.

The construction improvements for this project will include replacement of sanitary sewer between NE 9th and NE 7th Street in Ankeny, Iowa. The project will include the abandonment of the existing 8" sanitary sewer, removal of structures, addition of new 10" sanitary sewer, new sanitary manholes, pavement removal and replacement, installation of erosion control, and restoration.

The improvements include approximately 600 lineal feet of 10" sanitary sewer, three manholes, 4 sanitary services, and 1400 SY of 7" PCC pavement removal and replacement. Other associated improvements will include temporary traffic control, surface restoration, and miscellaneous work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award, the contractor will have 55 working days to complete the work with a start date of no earlier than March 13, 2023, and no later than July 10, 2023. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: November 21, 2022
2. Post Notice to Bidders and Notice of Public Hearing: November 23, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: December 2, 2022
4. Bid Opening (10:30 A.M., Public Services Bldg): December 13, 2022
5. Public Hearing and Award Contract: December 19, 2022
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost, review bids, award contract and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's annual Capital Improvements Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Adopt Resolution ordering construction and setting the bid opening date as November 21, 2022, and setting the public hearing date as December 19, 2022, for the NE Crestmoor Place Sanitary Sewer Replacement Project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on November 23, 2022 and published in the Des Moines Register on December 2, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the NE Crestmoor Place Sanitary Sewer Replacement Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 12/13/22 @ 10:30 a.m./date of hrg: 12/19/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NE CRESTMOOR SANITARY SEWER REPLACEMENT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NE CRESTMOOR SANITARY SEWER REPLACEMENT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NE Crestmoor Sanitary Sewer Replacement; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NE Crestmoor Sanitary Sewer Replacement, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NE Crestmoor Sanitary Sewer Replacement project includes the replacement of sanitary sewer between NE 7th Street and NE 9th Street, in Ankeny, Iowa. The replacement includes abandonment of the existing 8" sanitary sewer, removal of structures, addition of a new 10" sanitary sewer, new sanitary manholes, pavement removal and replacement, installation of erosion and sediment control devices.

The improvements include approximately 600 linear feet of 10-inch sanitary sewer, three (3) sanitary sewer manholes, and extension of four (4) sanitary sewer services. The improvements will also include 1,400 square yards (SY) of 7" PCC pavement removal and replacement. Other associated improvements include temporary traffic control, surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to December 13, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on December 19, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on December 19, 2022.

PASSED AND APPROVED this 21st day of November, 2022.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NE CRESTMOOR SANITARY SEWER REPLACEMENT CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **NE Crestmoor Sanitary Sewer Replacement** project at its meeting at **5:30 P.M. on the 19th day of December, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **13th day of December, 2022**, at the reception desk in said Ankeny Public Services Building. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 13th day of December, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 19th day of December, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 13, 2023 and no later than July 10, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2023.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Nilles Associates Inc., 1933 SW Magazine Road, Ankeny, Iowa 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) the Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-965-0123 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

NE CRESTMOOR SANITARY SEWER REPLACEMENT

The NE Crestmoor Sanitary Sewer Replacement project includes the replacement of sanitary sewer between NE 7th Street and NE 9th Street, in Ankeny, Iowa. The replacement includes abandonment of the existing 8" sanitary sewer, removal of structures, addition of a new 10" sanitary sewer, new sanitary manholes, pavement removal and replacement, installation of erosion and sediment control devices.

The improvements include approximately 600 linear feet of 10-inch sanitary sewer, three (3) sanitary sewer manholes, and extension of four (4) sanitary sewer services. The improvements will also include 1,400 square yards (SY) of 7" PCC pavement removal and replacement. Other associated improvements include temporary traffic control, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within **fifty-five (55) working days**. Full completion for the overall project shall be defined as all utility, grading, pavement, restoration, seeding, erosion control, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Eight Hundred Dollars (\$800.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **21st day of November, 2022**.

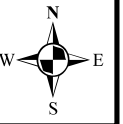
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **23rd day of November, 2022**.

Published in the Des Moines Register the **2nd day of December, 2022**.



NE Crestmoor Sewer Improvements
Between NE 9th & NE 7th 2023



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Renewal of Ankeny's Targeted Industry Incentive Policy (previously called the Local Business Investment Policy)

EXECUTIVE SUMMARY:

Ankeny's Local Business Investment Policy was established in 2010. It was revised and renewed in 2012 and was renewed again in December 2013 for a period of 90 days to allow new staff time to evaluate the impacts the policy has had on the community and recommend any changes or improvements to the existing policy. A revised policy with significant changes, including adding claw-back provisions, was approved on April 7, 2014. The policy was renewed on December 19, 2016 and again on December 16, 2019 with minor modifications. The current policy is set to expire on Dec. 31, 2022. After careful review of the existing policy and its impacts on economic development efforts, the only change staff is proposing at this time is to the name of the policy. This policy covers targeted industries. Our new office development incentive policy covers office development. Changing the name of this policy to Targeted Industry Incentive Policy will avoid confusion now that we have more than one policy and "local business" is too vague. The current policy is having the intended impact on business recruitment and expansion, covers the appropriate industry sectors, and provides the flexibility needed to address unique project needs. Staff is requesting, as presented in the policy, renewing this policy for an additional three

years. The proposed new expiration date is Dec. 31, 2025.

FISCAL IMPACT: Yes

The actual amount of the fiscal impact related to this policy includes both an expense (incentives) as well as revenues (increased tax base). In a typical year the City awards incentives to 2-4 companies under this policy annually. The size of the projects vary significantly from small loans to larger TIF rebates for large capital investments.

CITY MANAGER'S RECOMMENDATIONS:

To approve the policy as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Original policy approved Sept. 7, 2010
Policy renewed and revised July 16, 2012
Policy renewed (90 days) Dec. 16, 2013

Policy renewed and revised April 7, 2014

Policy renewed and revised December 19, 2016

Policy renewed and revised December 16, 2019

PUBLIC OUTREACH EFFORTS:

There was significant public engagement prior to the current policy being adopted. The current policy was reviewed and approved by the City's Economic Development Council at their November 2022 meeting and economic development partners were informed of the proposed renewal of this policy.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving a "Targeted Industry Incentive Policy" in the City of Ankeny, Iowa

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Targeted Industry Incentive Reso
 Targeted Industry Incentive Policy

RESOLUTION #2022-XXX

A RESOLUTION APPROVING A “TARGETED INDUSTRY INCENTIVE POLICY” IN THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa has adopted an Economic Development Policy as part of its long term goal for Ankeny to serve as a regional business center; and

WHEREAS, Ankeny has many successful businesses with opportunities for continuing their growth and the City continues to attract new companies and investment; and

WHEREAS, businesses have some concern about current economic conditions and inflationary pressures and need to forecast long term cost structures before investing in new or expanded facilities; and

WHEREAS, a reasonable financial incentive from the City for businesses that invest in facilities and employment will address their concerns and encourage business investment in Ankeny; and

WHEREAS, the City Council adopted Resolution 2019–534 on December 16, 2019 which extended the “Local Business Investment Policy” in the City of Ankeny, Iowa and which made financial incentives available through December 31, 2022; and

WHEREAS, the City Council of the City of Ankeny wishes to renew the adopted policy providing financial assistance to businesses that create new jobs and make significant new investments in Ankeny until December 31, 2025;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Targeted Industry Incentive Policy to provide financial incentives for qualifying targeted industries and authorizes City staff to administer the Targeted Industry Incentive Policy for three years, or until it is amended or repealed by the City Council.

PASSED AND APPROVED on the 21th day of November, 2022

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**TARGETED INDUSTRY INCENTIVE POLICY
CITY OF ANKENY, IOWA**

1. Businesses proposing a project for incentives under the “Targeted Industry Incentive Policy” must meet these minimum criteria:
 - a. The business is one of the City’s targeted industries of Advanced Manufacturing, Bioscience, Logistics, Information Technology and Business Services;
 - b. The business’ primary market is outside the City of Ankeny;
 - c. The business operates in a facility within the Ankeny city limits;
 - d. The business invests in a facility within the Ankeny city limits;
2. The City Council may consider extending benefits under this Policy to a business that does not operate a facility within the city limits at the time a project is proposed. The Council will consider the following when extending benefits in this circumstance:
 - a. The increase in commercial property assessed valuation as a result of the project;
 - b. The increase in new employment positions as a result of the project;
 - c. The project’s impact on the quality and pace of development in the area in which it is proposed to be located.
3. The City Council may provide financial incentives to qualified businesses including property tax exemption, property tax rebates, grants and loans.
4. In determining the level of financial incentives available to a business that qualifies for assistance under this policy, the City Council will consider:
 - a. The level of increase in assessed valuation that an investment in facilities will produce;
 - b. The City’s ability to capture incremental tax revenue associated with a qualifying business’ project;
 - c. The permanence of investments in machinery and equipment at a facility in the City of Ankeny;
 - d. The number of employment positions above 130% of the average regional wage that the business plans to retain and/or create;
 - e. The proportion of sales revenue generated from the facility outside of Ankeny;
 - f. Financial incentives that are currently in place for a qualified business.

5. Incentives offered to businesses under the “Targeted Industry Incentive Policy” shall be subject to the following schedule and restrictions:

- a. The development agreement for a project proposed by a qualifying business must be approved by December 31, 2025;
- b. The amount of incentives will be restricted by the City’s ability to capture tax increment funds from the project which will include but may not be limited to the following:
 - i. The Polk County Assessor’s determination of a project’s eligibility for property tax exemption and/or abatement;
 - ii. The amount of tax increment collectable from the project on an annual basis after any abatement of property taxes and valuation by the Polk County Assessor;
 - iii. Amendments to State of Iowa laws that limit or revise the amount of tax increment funds available to the City from the project;
 - iv. Expiration of the Urban Renewal Plans and Areas in the project location;
 - v. Limitations established by the City Council in the adopted City’s adopted Financial Policy;

6. Incentives offered to businesses whose incentive is based in part on new job creation or job retention, which may or may not include certain wage requirements, may be subject to the following repayment provisions:

- a. If projected job creation and/or retention numbers and/or wage thresholds are not met within three years of project completion, the business may be required to repay a portion of incentives provided by the City as outlined in a development agreement and in accordance to the following repayment guidelines:
 - i. An amount per job agreed upon by the business and the City and incorporated into a development agreement approved by the City Council; and
 - ii. Not to exceed the amount of direct financial assistance per qualifying job provided by the Iowa Economic Development Authority; or,
 - iii. Not to exceed \$10,000 per job if direct financial assistance is not provided by the Iowa Economic Development Authority.
- b. When repayment provisions are included in development agreements, the City may withhold rebate payments when employment conditions are not met or collateral shall be secured in the form of an irrevocable letter of credit, mortgage on property, UCC filing or other acceptable form up to the maximum amount of possible repayment.



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Proposed application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan.

EXECUTIVE SUMMARY:

The Municipal Utilities Department is currently having a project being designed (S. Ankeny Blvd. Transmission Main) that will be utilizing the State Revolving Fund (SRF) to provide a lower rate of interest on these projects. As part of the SRF process, an environmental review will be included that requires a public hearing to allow concerned residents to bring their concerns to our attention. This notice needs to be published in the Des Moines Register for 30 days in advance of the hearing so the purpose of this motion is to set the hearing for January 3, 2023 giving us more than the required 30 days. Approximately 2 weeks before the hearing the Iowa Department of Natural Resources (IDNR) will provide us the Environmental Information Document (EID) for use at the hearing. It will summarize all of their findings to date. We will need to have the Mayor execute the document after the hearing and it will need to be returned to the IDNR.

FISCAL IMPACT: **No**

This project is part of the 2022 - 2026 CIP.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended to hold the public hearing as noted and have the Mayor execute the Environmental Information Document after the hearing to be submitted back to the Iowa Department of Natural Resources.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to set public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan and direct City Clerk to publish notice 30 days prior to hearing (date of hrg: 1/3/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Environmental Hearing - SRF

PUBLIC HEARING NOTICE

The City of Ankeny will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water transmission main system.

The proposed project involves the construction of a new 24" diameter transmission water main along S. Ankeny Blvd. from SE Magazine south to SE Oralabor Road.

The purpose of this Public Hearing is to inform area residents of the community of Ankeny of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

January 3, 2023 at 5:30pm
Ankeny Kirkendall Public Library
City Council Chambers
1250 SW District Drive
Ankeny, IA 50021

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to the City Clerk's Office at 515-965-6405.

Published in the Des Moines Register on the **2nd** day of **December**, 2022.



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Issuance of Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes (PH 2022-70)

EXECUTIVE SUMMARY:

The not to exceed \$3,000,000 Water Revenue Capital Loan Notes are being proposed to fund the construction of the High Trestle Trail Transmission Main project in the 2022 and 2023 Capital Improvement Program.

On February 21, 2022, the City Council held a public hearing on the issuance of Water Revenue Capital Loan Notes in the amount not to exceed \$3,000,000 to fund the construction of the High Trestle Trail Transmission Main - Phase 1 project. Since that time the project has been combined from a two-phase project to a one-phase project and the bid pricing was higher than expected requiring an additional \$3,000,000 in borrowing authority to provide the necessary funds to complete the project.

The additional \$3,000,000 in borrowing authority, brings the total to \$6,000,000.

FISCAL IMPACT: **Yes**

Project costs are approximately \$814,000 higher than originally anticipated due to unfavorable bid pricing.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,000,000 Water Revenue Capital Loan Notes.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,000,000 Water Revenue Capital Loan Notes.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$3,000,000 WATER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main Project, and has considered the extent of objections received from residents or property owners as to the proposed

issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$3,000,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

Section 2. That this Council does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Section 4. That the Clerk, with the assistance of bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Council shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

PASSED AND APPROVED this 21st day of November, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

November 21, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - NW Northlawn Area Utility Improvements - Phase 2 - 12/5/22 @ 5:30 p.m.***
- ***Public Hearing - NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd - 12/19/22 @ 5:30 p.m.***
- ***Public Hearing - NE Crestmoor Place Sanitary Sewer Replacement - 12/19/22 @ 5:30 p.m.***
- ***Public Hearing - Annexation - DRA Properties, LC - 12/19/22 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan - 1/3/23***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available